

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

July 13, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (June 22, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a New D-5A Duplicate Bar permit to Riley Concessions Legacy LLC, The Legacy, 257 South Court Street.

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. 106-26, Ord. 107-26, Ord. 108-26, Res. 109-26, Ord. 110-26, Ord. 111-26, Ord. 112-26, Ord. 113-26, Ord. 114-26, Ord. 115-26, Ord. 116-26, Res. 117-26

Ord. 106-26

An Ordinance authorizing the Mayor to approve Change Order #03 (GMP #3) with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

Ord. 107-26

An Ordinance authorizing the Mayor to enter into a Construction Agreement with Brookdale Park, LLC regarding the addition of a turn lane on US42 / Lafayette Road.

Ord. 108-26

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with Chagrin Valley Engineering (CVE) for engineering design services for Job #1189 – SR 3 North.

Medina City Council
July 13, 2026

Res. 109-26

A Resolution adopting the Tax Budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2027 and submitting the same to the Medina County Auditor.

Ord. 110-26

An Ordinance amending Section 31.02 (B)(15) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the new Teamster's Contract.

Ord. 111-26

An Ordinance repealing Ordinance No. 162-22, passed November 7, 2023 and replacing Section 505.11 of Chapter 505 of the codified ordinances of the City of Medina creating Medina's Comprehensive Deer Management Program and authorizing a nuisance abatement initiative for both short-term and long-term control and reduction of the white-tailed deer population in coordination with the Ohio Department of Natural Resources and contiguous, adjoining, political subdivisions that opt to adopt a similar plan for nuisance abatement.
(emergency clause requested)

Ord. 112-26

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

Ord. 113-26

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

Ord. 114-26

An Ordinance repealing the existing Chapter 905 of the Codified Ordinances of the City of Medina, Ohio and replacing it with a new Chapter 905 entitled "Sidewalks, Curbs and Gutters".
(emergency clause requested)

Ord. 115-26

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with T&M Associates for consulting services to implement the Ohio Department of Development Brownfield Remediation Program Grant.
(emergency clause requested)

Ord. 116-26

An Ordinance proposing and providing for submission to the electors of the City of Medina, Ohio at a general election to be held November 3, 2026, an amendment to Sections 161.01, 161.03(a), and 162.013(A) of the codified ordinances of the City of Medina, Ohio so as to include sidewalks as a restricted use of the .25 percent of total income tax collections currently allocated for street, storm water, and utility construction, maintenance, repair and improvements.
(emergency clause requested)

Res. 117-26

A Resolution supporting the Finance Director's letter to the Medina County Budget Commission regarding the City's Emergency Medical Services (EMS) Fund.

Council comments:

Adjournment.

Call to Order:

Medina City Council met in regular session on Monday, June 22, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John Coyne III, who led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Shields, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Chief Walters, Cindy Lastuka, Kathy Patton, and Andrew Dutton.

Reading of Minutes:

Ms. Haire moved that the minutes from the meeting on Monday, June 8th, 2026, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion approved by the yeas of C. Simmons, D. Simpson, J. Coyne, R. Haire, E. Isabella and B. Lamb.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to council this evening for a great hour and a half session and will meet again in 3 weeks on July 14th.

Public Properties Committee: Ms. Haire had no report.

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

Special Legislation Committee: Ms. DiSalvo was absent.

Streets & Sidewalks Committee: Mr. Isabella explained they held a meeting last week where they advanced RCA 26-022 – Modify Current Sidewalk Program to the finance committee.

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

Emerging Technologies Committee: Mr. Lamb had no report.

Requests for Council Action:

Finance Committee

- 26-124-6/22 – Transfer Request – Railroad Fund
- 26-125-6/22 – Transfer Request – Parking Fund
- 26-126-6/22 – Transfer Request – Cable TV Fund
- 26-127-6/22 – Budget Amendments
- 26-128-6/22 – Increase Exp. P.O. #26-235 – Hall Public Safety – Police
- 26-129-6/22 – Water Rates & Utility Rate Review Commission – Finance Dept.
- 26-130-6/22 – 2026 SPCA Funding Request
- 26-131-6/22 – Medina Municipal Courthouse Change Order #03 – Engineering
- 26-132-6/22 – Construction Agreement – US 42/Lafayette Rd. – Engineering

Medina City Council
June 22, 2026

26-133-6/22 – Engineering Design Services for Job #1189, SR 3 North
26-134-6/22 – Amend S&B Code 31.02 & 31.05 – Housekeeping – Service Dept.
26-135-6/22 – 2027 Tax Budget
26-136-6/22 – Proposed Ballot Issue – Sidewalks

Reports of Municipal Officers:

Mayor Shields reported the following:

Juneteenth Celebration

On Saturday June 13, 2026, on the square the 5th annual Juneteenth celebration took place from 10 a.m. -3 p.m. Kenny Crumpton, Danita Harris and Motown band from Detroit- Shades of Blue Spoken Word artist from Atlanta. Thank you, council members Simmons, Simpson and Isabella, for attending. Special thanks to Cleveland Clinic- Event Sponsor, Pastor Arthur and Tracy Ruffin, Reverend Wilson, Main Street Medina – Angela, Annette Finley and Pam Miller.

Next Year's event is already scheduled for Saturday June 19th, 2027.

Bee Park Dedication

This Friday, Main Street Medina will be doing a ribbon cutting for the new Bee Park located just south of Smith Road on S. Broadway next to the Medina Supply warehouse. The festivities begin at 1:00 p.m.

July 3, 4, 5th - America 250 Events

July 3rd - Medina's largest fireworks display at Medina High School at dusk. Special thanks to Murray and Susan Van Epp, Medina Township and Montville Township.

July 4th - Twin Sizzler Bike and Running Races; Farmers Market; Spirit of 76 Celebration 10-3 at Old Town Cemetery, St. Paul's Church; Parade kicks off from MHS to Square at 4:00 p.m. and then Band Concert on Square at 8:00 p.m. with ice Cream Social sponsored by Medina Breakfast Kiwanis

July 5th - Car Show at the county admin parking lot, benefiting Medina County Historical Society

Keith Dirham, Finance Director, stated they had a meeting at Avon Lake Regional Water to discuss water rates for 2027, and good news is they are not raising our rates.

Greg Huber, Law Department, was absent.

Kimberly Marshall, Economic Development Director, was absent.

Chief Kinney, Police Department, had no report.

Nino Piccoli, Service Director, Nino stated they will have a crew on Fair Road tomorrow to perform some repairs with pavement underlying and then chip and seal will follow.

Patrick Patton, City Engineer, Patrick gave update on US 42 resurfacing project as it started today. In addition to resurfacing US 42 from North of Homestead to Lafayette, it also includes intersection improvements.

Cindy Lastuka, Municipal Court, had no report.

Chief Walters, Fire Department, Chief stated we have quite a firework show lined up. Chief explained where the fireworks are being set up by the high school and he showed the fallout boundaries. There will be some restrictions in certain areas closer to the fireworks beginning.

Andrew Dutton, Community Development Director, had no report.

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

Dan Gladish, Building Director, had no report.

Jarrold Fry, Communications Director, had no report.

Notices, communications and petitions

There were none.

Unfinished Business

There is none.

Introduction of visitors

(speakers limited to 5 min.)

Tom O'Connell – Medina Metropolitan Housing – Update on Next Step-Up Shelter

Since opening in February 2025 Next Step Up has served 304 people. 176 of the 304 have come from the city of Medina. 83% of the guest are Medina County residents. Over the last 16 months 35 children have stayed at Next Step Up. They have a small pet kennel area for people with their pets that enter the shelter. They have since opening housed 26 dogs and 12 cats.

53 households have successfully exited Next Step Up and entered into their own lease agreements. 21 of the 53 households have successfully found permanent housing here in the City of Medina. The average length of stay is 33 days.

Since February 68 guests have secured employment.

Using 23 to 24 beds every single night at Next Step Up. There are 27 beds and 2 cribs.

Fielding 68 calls per month from Medina City residents that are experiencing a housing crisis.

Tom appreciates the support from the City of Medina, the support from Medina City Hall and Council and the generous contribution of \$50,000 to support Next Step-Up Operations.

On May 6th MMHA moved into some temporary offices on 4079 North Jefferson.

Update on Lafayette Rd. with eleven units of permanent supportive housing is well on it's way with over 60%, construction has been completed and final completion will be in September.

Introduction and consideration of ordinances and resolutions.

Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simmons.: Ord. 102-26, Ord. 103-26, Ord. 104-26, Ord. 105-26. The roll was called and the motion passed by the yeas votes of D. Simpson, J. Coyne, R. Haire, E. Isabella, B. Lamb and C. Simmons.

Ord. 102-26

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to Association Memberships for the Fire Department. Chief Walters stated this membership will assist their inspection, Fire Marshall and his staff with plan reviews and training and other benefits and is very affordable. Ms. Haire moved for the adoption of Ordinance/Resolution No. 102-26, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 102-26 passed by the yea votes of J. Coyne, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Res. 103-26

A Resolution amending Resolution No. 186-25, passed November 10, 2025, relative to the Probation Community Corrections Grant (CCA) for the Medina Municipal Court. Cindy stated the Municipal Court was awarded an addition \$7,500 to purchase a standup check-in Kiosk for the probation dept. Ms. Haire moved for the adoption of Ordinance/Resolution No. 103-26, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 103-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

Ord. 104-26

An Ordinance authorizing the Finance Director to make certain fund transfers. Ms. Haire moved for the adoption of Ordinance/Resolution No. 104-26, seconded by Mr. Simpson. Keith stated these are transfers to the railroad fund, the parking fund and the Cable TV fund. The roll was called and Ordinance/Resolution No. 104-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and R. Haire.

Ord. 105-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Ms. Haire moved for the adoption of Ordinance/Resolution No. 105-26, seconded by Mr. Simpson. Keith explained this covers the forementioned transfers and some other items. The roll was called and Ordinance/Resolution No. 105-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, R. Haire and E. Isabella.

Council Comments:

Ms. Haire commented on the 4th of July holiday coming up to be safe. She thanked the administration and service dept. as they will be working on Fair Rd. It is so needed.

Mr. Simmons - America-250, Friends of the Cemetery have been working on events for over a year now. Pick up flyer for event information.

Mr. Isabella echoed Regi and Chet and to be safe, especially if playing around with explosives.

Mr. Lamb stated shooting off fireworks are illegal and are hard on all living creatures. He is currently working on deer program with number of car collisions, best signs for deterrent with motion/radar. Try some signs in some locations. Rotate in temporary locations. He would like to have some evasive species removed from some of the parks. Looked at some companies for removal process. Begin to plant native plants and fields to better feed the smaller mammals, and

Medina City Council
June 22, 2026

birds. Working to develop W. Washington St. to save historic lighting in the historic district.

There being no further business, the meeting adjourned at 8:07 p.m.

Kathy Patton, Clerk of Council

John Coyne III, President of Council



Department of
Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

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

NOTICE TO LEGISLATIVE AUTHORITY

TO

10017612-1 PERMIT NUMBER	NEW TYPE	Riley Concessions Legacy LLC The Legacy 257 South Court Street Medina OH 44256 Muni/Village/Twp: Medina
ISSUE DATE:		
FILING DATE: 6/12/2026		
PERMIT CLASSES: D-5A, DUPLICATE BAR		
52077 TAX DISTRICT	OCT RECEIPT NO	

FROM 6/15/2026

PERMIT NUMBER	TYPE	
ISSUE DATE:		
FILING DATE:		
PERMIT CLASSES:		
TAX DISTRICT	RECEIPT NO	

MAILED 6/15/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 07/16/2026

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 10017612-1
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING ☐

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

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

(Signature)

(Title) - ☐ Clerk of City Council
☐ Township Fiscal Officer

(Date)

(Printed Name)

(Email Address)

(Telephone No.)

ORDINANCE NO. 106-26**AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE CHANGE ORDER #03 TO GMP #3 WITH THE RUHLIN COMPANY FOR RENOVATION WORK AT THE MEDINA MUNICIPAL COURTHOUSE.**

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

WHEREAS: The City Engineer has presented 2026 Change Order #03 to City Council to modify the contract amount.

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

SEC. 1: That the Mayor is authorized to approve Change Order #03 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

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

SEC. 3: That the funds to cover Change Order #03, in the amount of \$159,263.00 are available as follows: \$79,631.50 in Account No. 301-0716-54412 and \$79,631.50 in Account No. 169-0716-54412.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



AIA® Document G701® – 2017

ORD. 10626
EXH. A

Change Order

PROJECT: (Name and address)
Medina Municipal Court Renovations

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 14, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: March 02, 2026

OWNER: (Name and address)
City of Medina
132 North Elmwood Avenue
Medina, OH 44258

ARCHITECT: (Name and address)
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: (Name and address)
The Ruhlin Company
6931 Ridge Road
Sharon Center, OH 44274

THE CONTRACT IS CHANGED AS FOLLOWS:

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

PCO-27 New Courthouse Lettering at Front Canopy + \$7,741.00
PCO-28 Court Requested Tech Upgrades + \$126,064.00
PCO-34 Area Well Closed Off + \$25,458.00

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	10,382,775.00
\$	648,992.00
\$	11,031,767.00
\$	159,263.00
\$	11,191,030.00

The Contract Time will be increased by Fifteen (15) days.
The new date of Substantial Completion will be May 18, 2026

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

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



ARCHITECT (Signature)

BY: Nancy K. Nozik, Division
Principal

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

3/10/2026

Date

CONTRACTOR (Signature)

(Printed name and title)

Date

OWNER (Signature)

JAMES A SHIELDS, Mayor

(Printed name and title)

Date

Change Order Form

State of Ohio Standard Forms and Documents

Project Name and Location Medina Municipal Courthouse Renovation		Contract Number - -		
		Project Number	Phase	Contract
Contract Type		Modification No. PCO 26 - -		
Contractor / CM / DB / ESCO Name The Ruhlin Company		Sequence No.	Phase	Contract
		Description PCO #27 - Exterior Lettering at Front Canopy		
Basis of Change Order		Funding Information		
☐ Error / Omission	☐ Value Engineering	State Funds		\$0.00
☒ Owner Request	☐ Differing Site Condition	Local Funds		\$0.00
☐ Code Directive	☐ Field Resolution	Other Funds (LFI)		\$0.00
☐ Other				
Adjustment of the Contract Times		Adjustment to the Contract Sum		
Contract Days Changed 0		Change Order Amount		\$7,741.00
Revised Completion Date		Revised Contract Sum		\$0.00

Description (attach Change Order Summary and Detail forms and additional pages as necessary)

Replace existing courthouse lettering across front canopy with new lettering as indicated in BCI drawing attached

Justification (attach additional pages as necessary)

Existing lettering said "Medina County Courthouse" and was faded out, in bad shape. New lettering is metal, proper font size

This Change Order provides full and complete satisfaction for all adjustments of the Contract Sum, Contract Times, or both, for the described changes and shall not serve as the basis for a cumulative impact Claim.

Architect/Engineer / Criteria A/E Recommendation

Name

Signature

Date

Owner 1 Acceptance

Name

Signature

Date

CM Adviser / Owner Agent Recommendation (if any)

Name

Signature

Date

Owner 2 Acceptance (if applicable)

Name

Signature

Date

Contractor / CM at Risk / Design-Builder / ESCO Approval

Name

Mike Schumaker

Signature

Date

Contracting Authority Approval

Name

Signature

Date

Change Order Form

State of Ohio Standard Forms and Documents

Project Name and Location Medina Municipal Courthouse Renovation		Contract Number - -	
		Project Number	Phase
Contract Type		Modification No. PCO 28 - -	
Contractor / CM / DB / ESCO Name The Ruhlin Company		Sequence No.	Phase
		Contract	
Description		PR-07 Court Requested Upgrades	
Basis of Change Order		Funding Information	
☐ Error / Omission	☐ Value Engineering	State Funds	\$0.00
☒ Owner Request	☐ Differing Site Condition	Local Funds	\$0.00
☐ Code Directive	☐ Field Resolution	Other Funds (LFI)	\$0.00
☐ Other			
Adjustment of the Contract Times		Adjustment to the Contract Sum	
Contract Days Changed	0	Change Order Amount	\$126,064.00
Revised Completion Date		Revised Contract Sum	\$0.00

Description (attach Change Order Summary and Detail forms and additional pages as necessary)

PR-07 was issued on Nov 5th 2025 at request of Court Staff, added camera locations, upgraded camera specs, additional card access locations. BCI & Osborn added ERRS testing spec and fiber optic backbone extension. Cost Breakout as follows: Fiber backbone extension: \$8,650 Added Data & Camera cabling: \$11,497 ERRS Testing: \$3,276 Upgraded camera specs and licensing: \$15,629 Added Access Control equipment & cabling: \$71,722 Intercom System adds: \$9,001

Justification (attach additional pages as necessary)

Changes requested by Court Staff after final review in person at Court hearing room.

This Change Order provides full and complete satisfaction for all adjustments of the Contract Sum, Contract Times, or both, for the described changes and shall not serve as the basis for a cumulative impact Claim.

Architect/Engineer / Criteria A/E Recommendation

Name

Signature

Date

CM Adviser / Owner Agent Recommendation (if any)

Name

Signature

Date

Contractor / CM at Risk / Design-Builder / ESCO Approval

Name

Mike Schumaker

Signature

Date

Owner 1 Acceptance

Name

Signature

Date

Owner 2 Acceptance (if applicable)

Name

Signature

Date

Contracting Authority Approval

Name

Signature

Date

Change Order Form

State of Ohio Standard Forms and Documents

Project Name and Location Medina Municipal Courthouse Renovation		Contract Number - -	
Contract Type		Modification No.	PCO 26 - -
Contractor / CM / DB / ESCO Name The Ruhlin Company		Sequence No.	Phase Contract
Description		PCO #34 - PR-08 Rebuild Area Well	
Basis of Change Order		Funding Information	
☐ Error / Omission	☐ Value Engineering	State Funds	\$0.00
☒ Owner Request	☐ Differing Site Condition	Local Funds	\$0.00
☐ Code Directive	☐ Field Resolution	Other Funds (LFI)	\$0.00
☐ Other			
Adjustment of the Contract Times		Adjustment to the Contract Sum	
Contract Days Changed	0	Change Order Amount	\$25,458.00
Revised Completion Date		Revised Contract Sum	\$0.00

Description (attach Change Order Summary and Detail forms and additional pages as necessary)

Based on PR-08 from BCI, scope includes demo of existing grate and masonry, infill with new decking, cover with insulation and new roof membrane and flashing per plans & specs

Justification (attach additional pages as necessary)

Existing area well served as ventilation for old boiler system, no longer needed, will close off outside air and eliminate moisture

This Change Order provides full and complete satisfaction for all adjustments of the Contract Sum, Contract Times, or both, for the described changes and shall not serve as the basis for a cumulative impact Claim.

Architect/Engineer / Criteria A/E Recommendation

Name

Signature

Date

CM Adviser / Owner Agent Recommendation (if any)

Name

Signature

Date

Contractor / CM at Risk / Design-Builder / ESCO Approval

Name

Mike Schumaker

Signature

Date

Owner 1 Acceptance

Name

Signature

Date

Owner 2 Acceptance (if applicable)

Name

Signature

Date

Contracting Authority Approval

Name

Signature

Date

ORDINANCE NO. 107-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONSTRUCTION AGREEMENT WITH BROOKDALE PARK, LLC REGARDING THE ADDITION OF A TURN LANE ON US 42/LAFAYETTE ROAD.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Construction Agreement with Brookdale Park, LLC regarding the addition of a turn lane on US42/Lafayette Road.
- SEC. 2:** That a copy of the Construction Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

CONSTRUCTION AGREEMENT

TO: The Mayor and Council of the City of Medina, Ohio

ATTENTION: City Engineer

RE: City Job #1196: Lafayette Road Widening

Gentlemen:

Brookdale Park LLC (the developer), agrees and by this writing guarantees the construction and installation of the improvements listed below pursuant to Title Nine of the Code of Ordinances of the City of Medina, Ohio, as amended, within the time authorized for completion and in accordance with all applicable ordinances of the City of Medina.

It is hereby understood and agreed that **Brookdale Park LLC** developer, shall provide the following improvements and facilities to be installed at the developers expense in compliance with the standards and specifications for each of the following various types of improvements:

1. Construction of a west bound left turn lane on Lafayette Road substantially in accordance with the construction documents prepared by Thorson Baker & Associates, and approved by the City Engineer, City of Medina on _____, 2025, referenced as City project #1196: Lafayette Road Widening.

If the improvements are not completed on or before _____, 2026, the City, upon proper notice, may complete the improvements and recover full costs and reasonable expenses, provided said costs and expenses are substantiated, thereof from BROOKDALE PARK LLC and may appropriate such portion of money or bonds posted for the faithful performance of said works.

In witness whereof, authorized representatives of the parties to this agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below:

BROOKDALE PARK LLC. (DEVELOPER)

BY: _____
(Signature)

Name: _____
(Please print of type)

State of Ohio)
) SS:
County of Medina)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__

The Developer 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: _____

Print Name: _____

My Commission Expires: _____

Notary Seal:

CITY OF MEDINA, OHIO

BY: _____
(Signature)

Name: James Shields, Mayor, City of Medina

State of Ohio)
) SS:
County of Medina)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

The City of Medina, Ohio 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: _____

Print Name: _____

My Commission Expires: _____

Notary Seal:

APPROVED AS TO FORM:

Greg Huber, City of Medina Law Director

ORDINANCE NO. 108-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHAGRIN VALLEY ENGINEERING (CVE) FOR ENGINEERING DESIGN SERVICES FOR JOB #1189 - SR 3 NORTH.

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 Professional Services Agreement with Chagrin Valley Engineering (CVE) for engineering design services for the SR 3 North project, Job #1189.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$292,439.00 are available in Account No. 108-0610-54411.
- 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

Effective date:

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

ORD. 108-26
Exh. A

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between

City of Medina, Ohio ("Owner")

and

Chagrin Valley Engineering, Ltd. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

MED-3-11.21 Resurfacing (PID 124388) ("Project").

Engineer's Services under this Agreement are generally identified as follows:
See Attachment 1 – April 20, 2026 Proposal

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: The design services will be complete by July 1, 2027.
- C. ~~If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding _____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Termination
- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
 - Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the

status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

3.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

4.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or

used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the State of Ohio.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$168,959 for base services and up to \$123,480 for if-authorized services for a grand total of \$292,439.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* Owner and Engineer shall negotiate compensation for any requested additional services of Engineer's employees engaged directly on the Project.

Attachments:

April 20, 2026_Scope and Fee Letter Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Medina, Ohio

132 North Elmwood Avenue

Medina, OH 44256

ENGINEER:

By: _____

Title: Partner

Date Signed: _____

Engineer License or Firm's Certificate
Number: COA.0235

State of: Ohio

Address for giving notices:

Chagrin Valley Engineering, Ltd.

22999 Forbes Road, Suite B

Cleveland, OH 44146-5667

RESOLUTION NO. 109-26**A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027 AND SUBMITTING THE SAME TO THE MEDINA COUNTY AUDITOR.**

WHEREAS: The Director of Finance has heretofore prepared a tentative tax budget for the City of Medina, Ohio for the fiscal year beginning January 1, 2027 showing detailed estimates of all balances that will be available at the beginning of the year 2027 for the purposes of such year and of all revenues to be received for such fiscal year including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types or classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from the said revenues or balances; and otherwise conforming with the requirements of law; and

WHEREAS: The budget has been made conveniently available for public inspection for at least 10 days by having copies thereof on file in the office of the Director of Finance.

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

SEC. 1: That the tax budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2027 is hereby adopted as the official tax budget of the City of Medina for the fiscal year beginning January 1, 2027. Copies of the tax budget are on file in the office of the Director of Finance for public inspection.

SEC. 2: That the Clerk of Council is hereby authorized and directed to certify a copy of the tax budget and a copy of this Resolution and transmit the same to the Medina County Auditor on or before July 20th.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



132 North Elmwood St.
P.O. Box 703
Medina, Ohio 44258-0703
Phone: 330-764-3319
Fax: 330-722-9045
www.medinaoh.org

Rel. 109-26

To: Council, Mayor

From: Keith H. Dirham, Director of Finance

Re: 2027 Tax Budget

Date: Tuesday, June 30, 2026

Attached is your copy of the Tax Budget. The comparative millages are offered for your review.

	2021	2022	2023	2024	2025	2026	2027
Inside Millage							
General Fund	2.00	2.10	2.10	2.10	2.10	2.10	2.30
Police							
Pension	1.20	1.10	1.10	1.10	1.10	1.10	0.90
Outside Millage							
Ambulance	2.20	2.20	2.20	2.20	2.20	2.20	2.20
Inside total	3.20	3.20	3.20	3.20	3.20	3.20	3.20

Preserving the Past. Forging the Future

**City of Medina
Schedule A**

Fund (requesting general property Tax)	Requested of Budget Commission	Approved by Budget Commission Inside	Amount Derived from Levies Outside	County Auditor's Estimate of Tax Rate to be Levied	
				Inside	Outside
Government Funds					
General Fund	\$ 1,850,000.00				
Police and Fire Disability Pension	\$ 900,000.00				
Emergency Medical Service	\$ 2,000,000.00				
Fire Bond Retirement	\$ -				
Total All Funds	\$ 4,750,000.00				

**City of Medina
General Fund**

Exhibit I

Description (1)	Actual 2024 (2)	2025 (3)	Current Est. 2026 (4)	Budget Est 2027 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	1,570,935.60	1,588,797.29	1,921,965.00	1,959,388.00
Tangible Personal Property Tax				
Municipal Income Tax	6,086,720.22	5,823,953.75	5,678,165.69	5,772,000.00
Other Local Taxes				
Total Local Taxes	7,657,655.82	7,412,751.04	7,600,130.69	7,731,388.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government - County and State	591,546.37	647,936.68	500,000.00	500,000.00
Estate Tax				
Cigarette Tax	894.44	821.97	750.00	750.00
Lodging Tax	935.39	732.84	1,000.00	1,000.00
Liquor and Beer Permits	45,323.48	48,382.88	31,000.00	31,000.00
Gasoline Tax				
Library and Local Government Support Fund				
Property Tax Allocation	176,565.77	179,473.59	175,385.00	180,000.00
Other State Shared Taxes	6,233.76	13,253.94	6,650.00	6,650.00
Total State Shared Taxes and Permits	821,499.21	890,601.90	714,785.00	719,400.00
Federal Grants or Aid				
State Grants or Aid				
Other Grants or Aid				
Total Intergovernmental Revenues	821,499.21	890,601.90	714,785.00	719,400.00
Special Assessments				
Charges for Services	478,314.20	368,501.92	312,500.00	312,500.00
Fines Licenses, and Permits	1,572,375.65	1,420,894.60	1,081,175.00	1,081,175.00
Miscellaneous	2,612,351.42	3,309,902.05	3,023,900.00	2,023,900.00
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers	12,534.76	52,675.94		
Advances	6,866,256.46	6,837,925.00		
Other Sources	47,064.34	9,704.66	7,500.00	7,500.00
Total Revenue	20,068,051.86	20,302,957.11	12,739,990.69	11,875,863.00

**City of Medina
General Fund**

Exhibit I

Description (1)	2024 (3)	2025 (3)	Current Est. 2026 (4)	Budget Est 2027 (5)
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	199,799.63	169,733.83	238,642.00	243,061.00
Supplies and Materials	26,254.12	22,303.41	31,358.00	31,939.00
Capital Outlay				
Total Security of Persons and Property	226,053.75	192,037.24	270,000.00	275,000.00
Public Health Services				
Personal Services	145,716.23	157,462.70	161,468.00	167,041.00
Travel Transportation				
Contractual Services	22,007.78	23,781.86	24,387.00	25,228.00
Supplies and Materials	55,050.34	59,488.06	61,001.00	63,107.00
Capital Outlay	73,085.67	78,977.25	80,986.00	83,781.00
Total Public Health Services	295,860.02	319,709.87	327,842.00	339,157.00
Leisure Time Activities				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Leisure Time Activities			-	-
Community Environment				
Personal Services	801,503.57	799,392.03	937,627.00	957,682.00
Travel Transportation				
Contractual Services	198,432.53	197,909.77	232,133.00	237,098.00
Supplies and Materials	31,898.01	31,813.99	37,315.00	38,114.00
Capital Outlay				
Total Community Environment	1,031,834.11	1,029,115.79	1,207,075.00	1,232,894.00
Basic Utility Services				
Personal Services			1,185.00	1,185.00
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Basic Utility Services			1,185.00	1,185.00

**City of Medina
General Fund**

Exhibit I

Description (1)			Current Est. 2026 (4)	Budget Est 2027 (5)
Transportation				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Transportation			-	-
General Government				
Personal Services	5,189,704.17	5,001,054.35	5,833,519.00	5,879,453.00
Travel Transportation				
Contractual Services	1,488,359.30	1,434,256.27	1,673,000.00	1,686,173.00
Supplies and Materials	734,444.56	707,746.91	825,557.00	832,057.00
Capital Outlay	8,669.61	8,354.47	9,745.00	9,822.00
Total General Government	7,421,177.64	7,151,412.00	8,341,821.00	8,407,505.00
Debt Service				
Redemption of Principal				
Interest				
Other Debt Service				
Total Debt Service			-	-
Other Uses of Funds				
Transfers		370,384.00	125,000.00	125,000.00
Advances	6,837,925.00	11,586,513.50		
Contingencies				
Other Uses of Funds				
Total Other Uses of Funds	6,837,925.00	11,956,897.50	125,000.00	125,000.00
Total Expenditures	15,812,850.52	20,649,172.40	10,272,923.00	10,380,741.00
Revenues over/(under) Expenditures	4,255,201.34	(346,215.29)	2,467,067.69	1,495,122.00
Beginning Unencumbered Balance *	7,478,205.50	11,733,406.84	11,387,191.55	13,854,259.24
Ending Cash Fund Balance	11,733,406.84	11,387,191.55	13,854,259.24	15,349,381.24
Estimated Encumbrances outstanding at Year End	206,180.26	330,398.55	350,000.00	350,000.00
Estimated Ending Unencumbered Fund Balance	11,527,226.58	11,056,793.00	13,504,259.24	14,999,381.24

* Cash Balance used because estimated expenditures includes PY encumbrances

City of Medina
Police and Fire Pension Fund
Special Revenue

Description (1)	2024 (2)	2025 (3)	Current Est. 2026 (4)	Budget Est 2027 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	832,813.67	841,642.19	1,014,827.00	1,041,621.00
Tangible Personal Property Tax				
Other Local Taxes	1,178.14	1,184.37	982.00	1,002.00
Total Local Taxes	833,991.81	842,826.56	1,015,809.00	1,042,623.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Property Tax Allocation	92,493.81	94,017.33	94,021.00	95,901.00
Total Intergovernmental Revenues	92,493.81	94,017.33	94,021.00	95,901.00
Other Financing Sources:				
Advances				
Other Sources				
Total Revenue	926,485.62	936,843.89	1,109,830.00	1,138,524.00
Expenditures				
Security of Persons and Property				
Personal Services	796,108.45	804,398.46	897,294.00	901,858.00
Contractual Services	17,039.08	18,405.32	22,000.00	22,440.00
Total Security of Persons and Property	813,147.53	822,803.78	919,294.00	924,298.00
Other Uses of Funds				
Advances				
Contingencies				
Other Uses of Funds				
Total Other Uses of Funds	-	-	-	-
Total Expenditures	813,147.53	822,803.78	919,294.00	924,298.00
Revenues over/(under) Expenditures	113,338.09	114,040.11	190,536.00	214,226.00
Beginning Unencumbered Balance	1,848,696.21	1,962,034.30	2,076,074.41	2,266,610.41
Ending Cash Fund Balance	1,962,034.30	2,076,074.41	2,266,610.41	2,480,836.41
Estimated Encumbrances outstanding at Year End	-	-	-	-
Estimated Ending Unencumbered Fund Balance	1,962,034.30	2,076,074.41	2,266,610.41	2,480,836.41

City of Medina
EMS Fund
Special Revenue

Description (1)	2024 (2)	2025 (3)	Current Est. 2026 (4)	Budget Est 2027 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	1,717,662.56	1,742,402.08	1,635,593.00	1,674,374.00
Tangible Personal Property Tax				
Other Local Taxes	2,371.79	2,336.53	1,938.00	1,977.00
Total Local Taxes	1,720,034.35	1,744,738.61	1,637,531.00	1,676,351.00
Intergovernmental Revenues				
Property Tax Allocation	112,731.20	114,798.15	183,419.00	187,087.00
Other Financing Sources:				
Other Sources				
Total Revenue	1,832,765.55	1,859,536.76	1,820,950.00	1,863,438.00
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	1,975,103.50	1,539,005.23	2,051,050.00	2,151,571.00
Supplies and Materials				
Capital Outlay	-	-		
Total Security of Persons and Property	1,975,103.50	1,539,005.23	2,051,050.00	2,151,571.00
Other Uses of Funds				
Transfers				
Total Expenditures	1,975,103.50	1,539,005.23	2,051,050.00	2,151,571.00
Revenues over/(under) Expenditures	(142,337.95)	320,531.53	(230,100.00)	(288,133.00)
Beginning Unencumbered Balance	1,500,681.55	1,358,343.60	1,678,875.13	1,448,775.13
Ending Cash Fund Balance	1,358,343.60	1,678,875.13	1,448,775.13	1,160,642.13
Estimated Encumbrances outstanding at Year End	194,591.69	519,704.90	225,000.00	250,000.00
Estimated Ending Unencumbered Fund Balance	1,163,751.91	1,159,170.23	1,223,775.13	910,642.13

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2027	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances	Estimated Unenc Bal 12/31/2027
					Personal Services Other Total	
Governmental Funds						
Special Revenue Fund Type						
102	Street M & R	1,400,000.00	1,777,650.00	3,177,650.00	650,000.00 1,654,669.00	872,981.00
103	State Highway	250,000.00	145,700.00	395,700.00	45,000.00 83,134.00	267,566.00
104	Parks and Recreation	4,000,000.00	1,615,000.00	5,615,000.00	550,000.00 882,997.00	4,182,003.00
105	Local License Fee	1,800,000.00	290,500.00	2,090,500.00	4,750,000.00 297,024.00	1,793,476.00
106	Police Special	11,000,000.00	7,802,000.00	18,802,000.00	800,000.00 842,959.00	10,246,866.00
107	Fire Special	3,200,000.00	1,912,500.00	5,112,500.00	3,440,388.00	3,469,541.00
108	Street M & R Special	11,600,000.00	4,142,500.00	15,742,500.00	-	12,302,112.00
109	Grants	650,000.00		650,000.00	-	650,000.00
110	ODNR State Grants	9,800.00		9,800.00	-	9,800.00
111	Income Tax	-	-	-	-	-
112	COPS 1	-	-	-	-	-
114	COPS 2	-	-	-	-	-
115	County Local License Fee	381,000.00	71,200.00	452,200.00	78,030.00	374,170.00
116	State DARE Grant	5,100.00		5,100.00	-	5,100.00
117	COPS 3 - COPS More	-	-	-	-	-
118	COPS Universal	-	-	-	-	-
119	Multi Diversion Program	-	-	-	-	-
120	COPS More '96	-	-	-	-	-
121	COPS More '98	-	-	-	-	-
123	FEMA	-	-	-	-	-
124	COPS in Schools	-	-	-	-	-
125	CDBG	120,000.00	170,000.00	290,000.00	-	290,000.00
127	CHIP Grant	60,000.00		60,000.00	-	60,000.00
128	Court Security Grant	-	-	-	-	-
129	Ohio Housing Trust	40,000.00		40,000.00	-	40,000.00
130	Open Space 1	1,400.00		1,400.00	-	1,400.00
131	Open Space 2	1,600.00		1,600.00	-	1,600.00
132	Open Space 3	-	-	-	-	-
133	Open Space 4	-	-	-	-	-
134	Non-Point Source Grant	-	-	-	-	-
136	Micro-Enterprise Revolving Loan Fund	-	-	-	-	-
137	CHIP Revolving Loan Fund	51,500.00	11,000.00	62,500.00	-	62,500.00
138	CDBG-CHIP CFDA 14.2	190,000.00	200,000.00	390,000.00	-	390,000.00
139	HOME-CHIP CFDA 14.2	431,000.00	500,000.00	931,000.00	-	931,000.00
140	Parking	50,000.00	75,000.00	125,000.00	60,000.00 34,606.00	30,394.00
141	Medina Square Lighting	2,500.00		2,500.00	2,500.00	-
143	Economic Development	143,000.00	62,000.00	205,000.00	74,881.00	130,119.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2027	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2027
					Personal Services	Other	Total	
144	Cable TV	1,100,000.00	292,300.00	1,392,300.00	210,000.00	342,130.00	552,130.00	840,170.00
145	Railroad Renovation	25,000.00	115,000.00	140,000.00	20,000.00	34,101.00	54,101.00	85,899.00
147	Airport FAA Grants	417,000.00	300,000.00	717,000.00		-		717,000.00
148	Airport Land Release Proceeds	-		-		-		-
150	Drug Enforcement Trust	42,000.00	3,500.00	45,500.00		-		45,500.00
151	Federal Equitable Sharing	27,000.00	1,500.00	28,500.00		-	1,500.00	27,000.00
152	Police Training	117,000.00		117,000.00				117,000.00
153	OPIOD Settlement	91,000.00		91,000.00		-		91,000.00
154	Monsanto Settlement	17,000.00		17,000.00		-		17,000.00
155	Law Enforcement Trust	54,000.00	5,000.00	59,000.00		-		59,000.00
157	Pre-Trial Drug Testing	216,000.00	50,000.00	266,000.00		5,500.00	5,500.00	260,500.00
158	Sealing of Records	33,500.00	5,000.00	38,500.00				38,500.00
159	Presentence Investigation	281,500.00	35,000.00	316,500.00			9,000.00	307,500.00
160	Computer Legal Research	55,000.00	37,933.00	92,933.00	35,000.00	5,889.00	40,889.00	52,044.00
161	Muni Court Probation Services	130,500.00	110,000.00	240,500.00	80,000.00	37,698.00	117,698.00	122,802.00
162	Court FF&E	250,000.00	12,500.00	262,500.00		25,000.00	25,000.00	237,500.00
163	DUI Enforcement	47,000.00	2,500.00	49,500.00		-		49,500.00
164	Community Service	10,000.00	1,500.00	11,500.00			1,500.00	10,000.00
165	Indigent Driver Alcohol Treatment	250,000.00	43,000.00	293,000.00		70,000.00	70,000.00	223,000.00
166	Indigent Driver Alcohol Monitoring/Interloc	310,000.00	36,000.00	346,000.00		30,000.00	30,000.00	316,000.00
167	Court Clerk Computer	165,000.00	105,600.00	270,600.00	90,000.00	60,919.00	150,919.00	119,681.00
168	Case Management System	203,000.00	57,200.00	260,200.00		50,000.00	77,000.00	183,200.00
169	Court Special Projects	1,000,000.00	210,000.00	1,210,000.00		200,000.00	200,000.00	1,010,000.00
170	Coronavirus Relief	-		-		-		-
171	American Rescue Plan Act	-		-		-		-
172	Celebrations	18,000.00		18,000.00				18,000.00
174	Rec Center Administration	-		-		-		-
Total Special Revenue		40,246,400.00	20,198,583.00	60,444,983.00	7,290,000.00	12,057,559.00	19,386,559.00	41,058,424.00
Debt Service Fund Type								
204	Recreation Center Debt Service	-		-		-		-
217	General Bond Retirement	-		-		-		-
418	Special Assessment Bond Retirement	-		-		-		-
Total Debt Service		-	-	-	-	-	-	-
Capital Projects Fund Type								
301	General Purpose Capital	3,500,000.00	824,500.00	4,324,500.00		242,025.00	242,025.00	4,082,475.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2027	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2027
					Personal Services	Other	Total	
304	Parks and Recreation Capital	400.00		400.00		-		400.00
307	Fire Capital Replacement	1,510,000.00	247,300.00	1,757,300.00		45,000.00	45,000.00	1,712,300.00
329	Capital Projects	191,000.00		191,000.00		-		191,000.00
346	Water Capital Improvement	-		-		-		-
380	Issue II Projects Fund	250,000.00		250,000.00		-		250,000.00
381	Street Resurfacing Capital	195,000.00		195,000.00		-		195,000.00
382	Storm Sewer Capital Replacement	69,000.00		69,000.00		-		69,000.00
383	Street Reconstruction Capital	-		-		-		-
384	Black Top Resurfacing	-		-		-		-
385	Curbs and Alleys Capital	-		-		-		-
386	Federal Highway Administration	1,000,000.00		1,000,000.00				1,000,000.00
388	Computer/Electronic Capital Replacement	1,000,000.00	453,300.00	1,453,300.00		238,000.00	238,000.00	1,215,300.00
389	Unanticipated Capital Contingencies	1,750,000.00	247,000.00	1,997,000.00		-		1,997,000.00
390	Downtown Redevelopment TIF	19,000.00	3,000,000.00	3,019,000.00			3,000,000.00	19,000.00
428	Special Assessment Projects	486,000.00	25,000.00	511,000.00		18,105.00	18,105.00	492,895.00
Total Capital Projects		9,970,400.00	4,797,100.00	14,767,500.00	-	543,130.00	3,543,130.00	11,224,370.00
Proprietary Funds								
Enterprise Funds								
513	Water	4,900,000.00	5,417,000.00	10,317,000.00	1,750,000.00	4,459,658.00	6,209,658.00	4,107,342.00
514	Sanitation	875,000.00	4,798,750.00	5,673,750.00	1,750,000.00	2,913,045.00	4,663,045.00	1,010,705.00
546	Water Capital Improvement	1,025,000.00	711,500.00	1,736,500.00		713,400.00	713,400.00	1,023,100.00
547	Airport	280,000.00	892,500.00	1,172,500.00		955,672.00	955,672.00	216,828.00
574	Recreation Center Administration	2,300,000.00	2,672,500.00	4,972,500.00	1,750,000.00	756,055.00	2,506,055.00	2,466,445.00
575	MCRC Capital	250,000.00	150,000.00	400,000.00		150,000.00	150,000.00	250,000.00
582	Stormwater Utility	52,000.00		52,000.00		-		52,000.00
Total Enterprise		9,682,000.00	14,642,250.00	24,324,250.00	5,250,000.00	9,947,830.00	15,197,830.00	9,126,420.00
Internal Service Funds								
616	125 Plan Fund	36,000.00	100,000.00	136,000.00		100,000.00	100,000.00	36,000.00
625	Payroll	84,000.00	18,500,000.00	18,584,000.00		17,415,480.00	17,415,480.00	1,168,520.00
637	Agency	85,000.00	375,150.00	460,150.00		371,980.00	371,980.00	88,170.00
676	Automotive Mechanics Revolving Fund	225,000.00	486,000.00	711,000.00	375,000.00	198,923.00	573,923.00	137,077.00
688	IT Fund	130,000.00	125,000.00	255,000.00	50,000.00	68,801.00	118,801.00	136,199.00
Total Internal Service		560,000.00	19,586,150.00	20,146,150.00	425,000.00	18,155,184.00	18,580,184.00	1,565,966.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2027	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2027
					Personal Services	Other	Total	
Fiduciary								
Trust and Agency Funds								
722	Water Meter Deposits	-		-		-		-
723	Developer Deposits	31,500.00	20,000.00	51,500.00		17,000.00	17,000.00	34,500.00
736	Friends of the Cemetery	4,100.00	750.00	4,850.00		-		4,850.00
739	Tricentennial Savings	6,500.00	200.00	6,700.00		-		6,700.00
741	Utility Deposit	321,000.00	42,500.00	363,500.00		30,000.00	30,000.00	333,500.00
743	Shade Tree Trust	11,000.00	250.00	11,250.00		-		11,250.00
819	Cemetery Endowment	6,500.00	100.00	6,600.00		1,500.00	1,500.00	5,100.00
820	Cemetery Investment	1,400,000.00	83,500.00	1,483,500.00		5,000.00	5,000.00	1,478,500.00
821	Cemetery Mausoleum	60,000.00	25,100.00	85,100.00		-		85,100.00
901	Unclaimed Monies	185,000.00	25,000.00	210,000.00				210,000.00
902	Bicentennial Committee	-		-				-
924	Law Library	1,600.00	70,000.00	71,600.00		65,000.00	65,000.00	6,600.00
938	Bid and Performance Bond	25,000.00	105,000.00	130,000.00		100,000.00	100,000.00	30,000.00
939	Ohio Board of Building Standards	5,500.00	15,000.00	20,500.00		14,500.00	14,500.00	6,000.00
975	Planning and Zoning Deposits	300.00		300.00		-		300.00
Total Trust and Agency		2,058,000.00	387,400.00	2,445,400.00	-	233,000.00	233,000.00	2,212,400.00
Total for Memorandum Only		62,516,800.00	59,611,483.00	122,128,283.00	12,965,000.00	40,936,703.00	56,940,703.00	65,187,580.00

City of Medina
General Obligation Debt Outstanding

Exhibit VI

Purpose of Issue	Authority for Outside	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount Outstanding at 1-Jan-26	Amount Required for Principal and Interest Jan 1, 2026-Dec 31, 2026	Amount Receivable from Other Sources to Meet Debt Payments Jan 1, 2026-Dec 31, 2026
Payable from Bond Retirement Fund:									
INSIDE 10 MILL LIMIT									
General Capital Improvement		11/29/2012	12/1/2032	165-12	S	variable	\$ 410,000.00	\$ 76,325.00	General Capital Improvement Fund
Water Improvement - Refunding		9/29/2021	12/1/2026	71-21	S	variable	\$ -	\$ -	Water Enterprise Fund
Water Improvement Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 280,000.00	\$ 63,400.00	Water Enterprise Fund
General Capital Improvement - Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 690,000.00	\$ 165,700.00	General Capital Improvement Fund
Street Improvement - Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 2,445,000.00	\$ 563,350.00	Street Improvement Fund
Street Improvement		9/29/2021	12/1/2040	72-21	S	variable	\$ 5,795,000.00	\$ 544,300.00	Street Improvement Fund
TOTAL							\$ 9,620,000.00	\$ 1,413,075.00	

ORDINANCE NO. 110-26**AN ORDINANCE AMENDING SECTION 31.02 (B)(15) AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE NEW TEAMSTER'S CONTRACT.**

WHEREAS: Section 31.02 (B)(15) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to the Street Department:

(15) STREET DEPARTMENT

		<u>Hourly Rate</u>
1	Sign Technician (part-time)	per contract
1	Laborer (part-time)	per contract

(Ord. 119-20)

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Service Department:

SERVICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Public Service Director	43 A-F
2	Account Clerk II	5 A-F
1	Building Maintenance & Repair	32 A-F per contract
1	Clerical Help (part-time)	Sec. 31.02(B)(2)
7	Seasonal Laborers (part-time)	Sec. 31.02(A)(2)
1	Custodian (part-time)	Sec. 31.02(B)(2)

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Street Department:

STREET DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Street Superintendent	15 A-F
1	Street Foreman	37 A-F
8	Motor Equipment Operator	34 A-F per contract
2	Laborer	31 A-F per contract
1	Laborer (part-time)	per contract
1	Sign Technician (part-time)	per contract

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

SEC. 1: That Section 31.02 (B)(15) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Street Department:

(15) **STREET DEPARTMENT**

		<u>Hourly Rate</u>
1	Sign Technician (part-time)	per contract
± 2	Laborer (part-time)	per contract

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Service Department:

SERVICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Public Service Director	43 A-F
2	Account Clerk II	5 A-F
1	Building Maintenance & Repair	32 34 A-F per contract
1	Clerical Help (part-time)	Sec. 31.02(B)(2)
7	Seasonal Laborers (part-time)	Sec. 31.02(A)(2)
1	Custodian (part-time)	See 31.02(B)(2) per contract
1	Building and Property Custodian	31 A-F

SEC. 3: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Street Department:

STREET DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Street Superintendent	15 A-F
1	Street Foreman	37 A-F
8	Motor Equipment Operator	34 A-F per contract
2	Laborer	31 A-F per contract
± 2	Laborer (part-time)	per contract
1	Sign Technician (part-time)	per contract

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

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

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

ORDINANCE NO. 111-26

AN ORDINANCE REPEALING ORDINANCE NO. 162-22 PASSED NOVEMBER 7, 2023 AND REPLACING SECTION 505.11 OF CHAPTER 505 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA CREATING MEDINA'S COMPREHENSIVE DEER MANAGEMENT PROGRAM AND AUTHORIZING A NUISANCE ABATEMENT INITIATIVE FOR BOTH SHORT-TERM AND LONG-TERM CONTROL AND REDUCTION OF THE WHITE-TAILED DEER POPULATION IN COORDINATION WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES AND CONTIGUOUS, ADJOINING, POLITICAL SUBDIVISIONS THAT OPT TO ADOPT A SIMILAR PLAN FOR NUISANCE ABATEMENT AND DECLARING AN EMERGENCY.

- WHEREAS:** White-tailed deer are considered a keystone species, known for affecting other organisms in an ecosystem. They are browser, meaning they eat all forms of plant material including seedlings, leaves, buds, flowers, fruit, bark, young trees and branches. Without the presence of keystone predators, like mountain lions, wolves, and black bears, the uncontrolled overpopulation of deer threatens the natural environment. Left unchecked, the forest and other property become over-browsed of favorite deer species, such as Oak trees, flowers, and other plants degrading yards for property owners and forests for park patrons to enjoy now and into the future. The white-tailed deer population in urban areas has grown to unmanageable numbers; and
- WHEREAS:** As a consequence thereof great financial loss has been suffered by public and private property owners, in the destruction of plants, flowers, trees and other edible landscaping; and
- WHEREAS:** Deer/vehicle accidents increase annually and threaten the lives and property of all those who travel by vehicle on our streets and highways; and
- WHEREAS:** While hunting in the City of Medina is prohibited, the exploding regional deer population requires deer management efforts; and
- WHEREAS:** This Council finds that the existing circumstances constitute an ongoing and serious nuisance which must be abated for the public health, safety and welfare; and
- WHEREAS:** The Mayor and Council, working in conjunction with ODNR and in coordination with other similarly situated municipalities, seek to establish a "nuisance abatement initiative" to allow for the liberal issuance of permits from both the ODNR and the municipal police department (deer damage control permits) with the consent of an upon the application of property owners seeking relief; and

hunting will take place on property located adjacent to their property. If the property owners notified want to receive notification of when private and public culling will take place, they must supply the City with their email address so it can be entered into a notification data bank. The City shall notify all property owners that requested notification in advance of the date and times culling will occur.

(h) The administration shall keep a detailed record of all hunters on both private and public properties, the number of deer harvested by each hunter, the number of deer involved in a vehicle accident and a list of reported property damage caused by deer.

(j) Data shall be collected on the understory damage in parks and other public areas. Plantings prairies, invasive species removal and native species reclamation shall occur in various public properties as approved by Council.

(k) Deer crossing warning signage, including permanent signs, temporary signs, and decoy deterrents shall be place throughout the City in locations determined to be high vehicle/deer incident areas with consultation of Council.

SEC. 2: That the City in cooperation with ODNR and the Division of Wildlife will explore and strive to adopt long term non-lethal options for deer population control including methods that may provide the necessary relief on a cost-effective basis.

SEC. 3: That no other method for the control of the deer population is permitted other than such as is authorized herein; all other provisions of the Codified Ordinances of the City of Medina not specifically modified herein shall remain unaffected by these measures and fully enforceable.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that preparations for the program are set to begin soon; 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

with permission, provided that:

- (1) The Chief of Police, or his designee, has determined that such culling can be safely conducted on such public property, and the location has been approved by Council majority; and
 - (2) Such personnel are employed by or associated with a federal agency, state agency or local law enforcement agency; and
 - (3) Such culling has been approved by the Ohio Department of Natural Resources, Division of Wildlife.
- (c) No person shall, for the purpose of hindering or preventing the lawful culling of white-tailed deer pursuant to this section, knowingly engage in any of the following conduct:
- (1) Block, obstruct, impede or attempt to block, obstruct or impede a person lawfully engaged in such culling;
 - (2) Erect a barrier with the intent to deny ingress or egress from the areas where such culling is lawfully being conducted;
 - (3) Make or attempt to make unauthorized physical contact with or in any way interfere with a person lawfully engaged in such culling; or
 - (4) Make or attempt to make loud noises or gestures, set out or attempt to set out animal baits, scents, lures or human scent, use any other natural or artificial visual, aural, olfactory or physical stimuli, or engage in or attempt to engage in any other similar action or activity in order to interfere with such culling.

Whoever violates any provisions of Section 505.11(c) is guilty of a misdemeanor of the first degree and shall be subject to the penalty provided in Section 501.99.

(d) There is hereby established an advisory committee to promote the education of Medina's Comprehensive Deer Management Program to its residents and to promote community engagement in the implementation and management of resident issues and concerns. The committee shall be composed of two (2) representatives from Medina City Council, appointed by the President of Council, two (2) representatives from the Medina City administration, appointed by the Mayor and three (3) Medina City residents, appointed by the members of the advisory committee.

(e) There shall be established an interactive website link on the City's Website that notifies the public of the date and times culling will occur on public properties. The website shall also enable residents and non-residents to sign up to receive harvested deer carcasses that may be made available from the culling. City residents shall receive first priority to harvested deer.

(f) Council may adopt rules, regulations and guidelines outlining Medina's Comprehensive Deer Management Program, from time to time, which rules, regulations and guidelines shall be enforced by the Mayor, or designated representative.

(g) All culling areas located upon public locations shall be identified by appropriate signage. All adjacent property owners to private or public culling areas shall be notified that

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of Medina, Part Five General Offenses Code, Chapter 505 Animals, Section 505.11 Hunting Prohibited to permit the limited hunting of white-tailed deer by cross bow or long bow and sharp shooters under terms and conditions established by the City.

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

SEC. 1: That notwithstanding any other provision of this code to the contrary, Section 505.11 of the Codified Ordinances of the City of Medina is replaced with the following:

505.11 HUNTING PROHIBITED AND CREATION OF MEDINA'S COMPREHENSIVE DEER MANAGEMENT PROGRAM

- (a) The hunting of animals or fowl within the Municipality is prohibited. No person shall hunt, kill or attempt to kill any animal or fowl by the use of any other means, except as follows:
 - (1) The limited hunting of white-tailed deer by crossbow or longbow may be permitted within the City under the following terms and conditions:
 - (a) The Mayor, or his designated representative, may, in his sole discretion, issue a Municipal Deer Control Permit to an archer applicant to allow only bow-hunting (long bow and crossbow) of white-tailed deer;
 - (b) The permit is limited to private property areas deemed safe by the Mayor, or his designated representative, and public property areas approved by Council, by State and licensed hunters or property owners who have provided proof of successfully passing a hunter education course, or other pre-approved equivalent type of safety training on such forms and subject to such rules and regulations as the Mayor, or his designated representative, may prescribe, subject to approval by council.
 - (c) Written permission from the property owner(s) has been obtained;
 - (d) Compliance with all laws, rules and regulations of the City and State is required;
 - (e) All applicants shall agree, in writing, to defend release and indemnify the City for any negligent acts committed by the applicant;
 - (f) Any other requirements as deemed necessary to preserve and protect the health, safety and welfare of the residents as determined by the Mayor, or his designated representative, subject to approval by Council.
 - (g) The Mayor, or his designated representative, is hereby authorized to promulgate any and all rules and regulations necessary to carry out the provision of this section and all other rules and regulations necessary to insure public health and safety, subject to approval by Council.
- (b) The City may utilize firearms-trained personnel, approved by Council, to cull white-tailed deer upon property owned or managed by the City or upon private property

ORDINANCE NO. 112-26

**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:

- \$242,360.00 from (001) General Fund to (109) Grants Fund (ODOD Brownfield Assessment Grant – S. Elmwood Parking Lot)

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

ORDINANCE NO. 113-26**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>
001-0420-54411	1,330.00 *
001-0705-53315	1,965.00 *
001-0707-56615	242,360.00 *
109-0408-52215	242,360.00 *
301-0707-54415	20,000.00 *
307-0110-53315	10,000.00 *
157-0705-56611	225,396.14 *
159-0705-56611	287,769.73 *
574-0350-54412	100,000.00 *
574-0358-52215	5,000.00 *
574-0358-52232	2,000.00 *
574-0358-53313	5,000.00 *
574-0358-53315	8,000.00 *

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>
102-0620-53321	30,000.00
157-0705-52226	10,750.00
157-0705-53313	1,500.00
157-0705-53321	1,000.00
159-0705-52211	1,500.00
159-0705-52215	1,000.00
159-0705-52226	2,000.00
159-0705-53313	1,000.00
159-0705-53315	1,500.00
159-0705-53321	14,065.83

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.

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 114-26

AN ORDINANCE REPEALING THE EXISTING CHAPTER 905 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO AND REPLACING IT WITH A NEW CHAPTER 905 ENTITLED "SIDEWALKS, CURBS AND GUTTERS" AND DECLARING AN EMERGENCY.

WHEREAS: Chapter 905 of the codified ordinances of the City of Medina, Ohio relative to Sidewalks, Curbs and Gutters presently reads as shown in Exhibit A, attached hereto and incorporated herein.

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

- SEC. 1:** That the existing Chapter 905 of the codified ordinances of the City of Medina, Ohio relative to Sidewalks, Curbs and Gutters is hereby repealed and replaced in its entirety by a new Chapter 905 entitled "Sidewalks, Curbs and Gutters."
- SEC. 2:** That a copy of the new Chapter 905 entitled "Sidewalks, Curbs and Gutters" is marked Exhibit B, 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin the program as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

CURRENT

ORD 135-13
Aug 26, 2013
Exh. A

CHAPTER 905 Sidewalks, Curbs and Gutters

- | | |
|---|---|
| 905.01 Sidewalks and Driveways – Duty to Maintain. | 905.08 Criteria for Sidewalk Inspections. |
| 905.02 Sidewalk Defects Caused by the
City of Medina | 905.09 Sidewalk Repair. |
| 905.03 Building Inspections. | 905.10 Snow Removal Regulations. |
| 905.04 Specifications. | 905.11 Registration for Snow Removal. |
| 905.05 Establishment of Grades. | 905.12 Exceptions. |
| 905.06 Sidewalk Specifications. | 905.13 Penalty. |
| 905.07 Annual Sidewalk Inspections. | 905.14 Prosecution of Violation. |

CROSS REFERENCES

Construction or repair at owner's expense – See Ohio Rev. Code § 729.01 et seq.
Notice to construct or repair sidewalks – See Ohio Rev. Code § 729.03 et seq.
Sidewalk obstructions; damage or injury – See GEN. OFF. 521.04
Curb cut permits and fees – See S.U. & P.S. 901.01 et seq.
Sidewalk specifications – See BLDG. 1337.01

905.01 **SIDEWALKS AND DRIVEWAYS – DUTY TO MAINTAIN.**

Property owners shall maintain all sidewalks, walkways, stairways, driveways, parking areas, and other similar areas in a proper state of repair free of hazardous defect and free of hazardous condition. The criterion as required by the Medina City Engineer and the Codified Ordinance of Sections 905.01 through 905.14 of the City of Medina shall apply. The owners and occupiers of abutting lots and lands shall keep the sidewalks in repair and free from snow or any nuisance. A separate offense shall be deemed committed each day during which a violation continues or occurs.

905.02 **SIDEWALK DEFECTS CAUSED BY THE CITY OF MEDINA**

Property owners shall not be responsible financially for replacement or repair of sidewalks that are deemed to be hazardous or defective as a result of trees or utilities that are owned and/or maintained by the City of Medina. The City Engineer shall determine whether or not a sidewalk defect is proximately caused by a tree or utility owned and maintained by the City of Medina.

905.03 **BUILDING INSPECTIONS.**

No person shall construct or repair a sidewalk or a driveway across a sidewalk without first contacting and coordinating with the Medina City Engineer. The construction and repair of all sidewalks shall be done under the supervision of the Medina City Engineer.

905.04 **SPECIFICATIONS.**

Specifications for the construction or repair of sidewalks must be strictly adhered to by the person constructing or repairing. Copies of the specifications are available at the office of the Medina City Engineer.

905.05 **ESTABLISHMENT OF GRADES.**

The grade for all sidewalks shall be established by the Medina City Engineer to insure that the grade will be in conformity with the topography of the adjacent land, allow proper drainage of surface water, and allow the construction of sewers at reasonable depths. The City Engineer shall have discretion to address any other issues that must be remedied.

905.06 **SIDEWALK SPECIFICATIONS.**

(1) Width and depth. All sidewalks shall be a minimum width of four feet, a minimum depth of four inches, and of such line and grade as determined by the City Engineer.

(2) Materials. All sidewalks shall be constructed of Class "C" concrete and shall be proportioned as follows:

Air Entrainment	5% to 7%
Maximum water to cement ratio	0.45
Minimum compressive strength, pounds per square inch at twenty-eight days	4,000

(3) If it is unreasonable to construct a four foot width sidewalk by reason of the pre-existing surrounding sidewalk; than the new sidewalk may be constructed to match pre-existing sidewalk in the discretion of the City Engineer.

905.07 **ANNUAL SIDEWALK INSPECTIONS.**

An inspection of the sidewalks within areas of City as determined by the City Engineer shall be conducted by the Engineering Department once each calendar year at a time designated by the Department to facilitate compliance with standards for sidewalk maintenance and repair required in the Codified Ordinances. The results of each annual sidewalk inspection shall be put into a written report and a copy of the same shall be placed on file with the City Engineer and the Clerk of Council for review and further action by Council. Each property owner shall be notified of any defective or condemned portion of sidewalk, if any, and the requirement to repair the same.

905.08 **CRITERIA FOR SIDEWALK INSPECTIONS.**

The inspection of the sidewalks within the City as required by Section 905.06 shall be conducted based on the following criteria for condemning sidewalks or portions thereof:

- (a) Height differential between portions of sidewalk two inches or more.
- (b) Multiple cracks in block creating three or more distinct pieces. (Block is scored area, usually five feet by five feet.)
- (c) Abrupt dip or raised area in walk being two and three quarter inches or more from a straight line grade within a ten foot distance.
- (d) Spalled or scaled surface over fifty percent (50%) or more of surface area.
- (e) Gaps or missing areas in walk exceeding one and one-half inch wide crack.
- (f) Loose, rocking, or missing sidewalk areas.

- (g) Blocks having reverse cross slopes sloping away from street or sloped reverse from intended slope and causing impounding of mud or water.
- (h) Too severe a slope, exceeding three-fourths inch vertical in a one foot horizontal area.
- (i) Surface too smooth, surface slippery when wet and/or dry, such as a smooth steel plate, or smooth steel troweled concrete.
- (j) Obstructions in sidewalk areas such as stumps, stones, private sign posts, or any unauthorized obstruction in the sidewalk area.
- (k) Water, gas, or other valve boxes, etc., that are not to proper grade.
- (l) Defective columns, supporting walls or slab for support of slab, or slab over sub-space or other "bridged" open area.

905.09 SIDEWALK REPAIR.

Each year the City Engineer shall secure the services of a concrete contractor to facilitate sidewalk repair on a citywide basis so that a property owner may contract with that concrete contractor for sidewalk construction or repair, and thereby receive the expected benefit of a less expensive charge for the cost of the sidewalk construction or repair.

905.10 SNOW REMOVAL REGULATIONS.

The regulations regarding the removal of snow from private property and dedicated rights of way shall be as follows:

- (a) No contractor, private snow removal firm, or other person shall push, shovel, blow snow from private property onto or across any dedicated right of way in the City.
- (b) No snow, removed from sidewalks or drive approaches on the dedicated right of way, shall be deposited so as to obstruct the view from the street within twelve feet of a street intersection or any drive approach, nor be pushed, shoveled, or blown onto or across the dedicated street.
- (c) Snow removed from private property shall be deposited on private property.
- (d) No fire hydrant shall be covered or obstructed with snow.
- (e) Snow removed from private property shall not be deposited in such a way as to obstruct City sidewalks.

905.11 REGISTRATION FOR SNOW REMOVAL.

- (a) Any person, firm, or corporation moving snow on private property for profit as permitted by this chapter shall register at the office of the Service Director, City of Medina, Ohio, and obtain an annual permit.
- (b) A Ten Dollar (\$10) annual fee for each vehicle is required at the time of registration.
- (c) A certificate of insurance must accompany each registration. (Ord. 92-99. Passed 4-26-99.)

905.12 **EXCEPTIONS.**

The provisions of this chapter shall be subject to the same exceptions as provided in Sections 901.06 and 901.07. (Ord. 3-78. Passed 1-3-78.)

905.13 **PENALTY.**

Any person violating any provision of this chapter is guilty of a misdemeanor of the first degree.

905.14 **PROSECUTION OF VIOLATION.**

Any person failing to comply with a notice of violation or order served by the City Engineer shall be deemed guilty of a first degree misdemeanor. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

CHAPTER 905

Sidewalks, Curbs and Gutters

- | | |
|--|---|
| 905.01 Sidewalks – Duty to Maintain. | |
| 905.011 Driveways – Duty to Maintain | 905.08 Criteria for Sidewalk Inspections. |
| 905.02 Sidewalks – Duty to Repair | 905.09 Sidewalk Repair. |
| 905.021 Sidewalks – Sidewalk Website Page | |
| 905.022 Private Sidewalks – Duty to Maintain | 905.10 Snow Removal Regulations. |
| 905.03 Building Inspections. | 905.11 Registration for Snow Removal. |
| 905.04 Specifications. | 905.12 Exceptions. |
| 905.05 Establishment of Grades. | 905.13 Penalty. |
| 905.06 Sidewalk Specifications. | 905.14 Prosecution of Violation. |
| 905.07 Annual Sidewalk Inspections. | |

905.01 SIDEWALKS - DUTY TO MAINTAIN.

Property owners shall keep the sidewalks abutting their property free from snow, ice, or any nuisance. A separate offense shall be deemed committed each day during which a violation continues or occurs.

905.011 DRIVEWAYS - DUTY TO MAINTAIN

Property owners shall maintain all walkways, stairways, driveways, parking areas, and other similar surfaces in a proper state of repair, free from hazardous defects and free of hazardous conditions. The criterion as required by the City of Medina shall apply. A separate offense shall be deemed committed each day during which a violation continues or occurs.

905.02 SIDEWALKS – DUTY TO REPAIR

The City of Medina shall be responsible for the repair of sidewalks within the City. The City of Medina shall create each calendar year a Safe Sidewalk Program that includes both sidewalk replacement and sidewalk shaving in various locations. The City shall determine sidewalk shaving or replacement based on field condition surveys. Sidewalk shaving shall occur if height differential between portions of sidewalks are one (1) inch or less, unless otherwise determined by the City of Medina. Sidewalks greater than one (1) inch or containing more than three (3) fractures shall be replaced, unless otherwise determined by the City of Medina. Residents shall be notified if their sidewalks are being improved as part of that year's Safe Sidewalk Program.

905.021 SIDEWALKS – SIDEWALK WEBSITE PAGE

The City of Medina shall establish an interactive website page on the City's Website that enables residents to report sidewalk issues. Once a sidewalk issue has been reported by a City resident involving a sidewalk in front of the persons home reporting the sidewalk issue, the City shall have two (2) years to address the concern.

905.022 PRIVATE SIDEWALKS – DUTY TO MAINTAIN

Private sidewalks are walkways located entirely on private property meant to circulate pedestrian traffic safely within a development or connect a private property to the public right-of-way.

Property owners abutting private sidewalks shall maintain said private sidewalks in a proper state of repair, free of snow, ice, nuisance, and hazardous conditions.

905.03 BUILDING INSPECTIONS.

No person shall construct or repair a sidewalk or a driveway across a sidewalk without first contacting and coordinating with the Medina City Engineer. The construction and repair of all sidewalks shall be done under the supervision of the Medina City Engineer.

905.04 SPECIFICATIONS.

Specifications for the construction or repair of sidewalks must be strictly adhered to by the person constructing or repairing. Copies of the specifications are available at the office of the Medina City Engineer.

905.05 ESTABLISHMENT OF GRADES.

The grade for all sidewalks shall be established by the Medina City Engineer to insure that the grade will be in conformity with the topography of the adjacent land, allow proper drainage of surface water, and allow the construction of sewers at reasonable depths. The City Engineer shall have discretion to address any other issues that must be remedied.

905.06 SIDEWALK SPECIFICATIONS.

- (a) Width and Depth. All sidewalks shall be a minimum width of four feet, a minimum depth of four inches, and of such line and grade as determined by the City Engineer.
- (b) Specifications for the construction or repair of sidewalks must be strictly adhered to by the person constructing or repairing. Copies of the specifications are available at the office of the Medina City Engineer.
- (c) If it is unreasonable to construct a four foot width sidewalk by reason of the pre-existing surrounding sidewalk; than the new sidewalk may be constructed to match pre-existing sidewalk in the discretion of the City Engineer.

905.07 ANNUAL SIDEWALK INSPECTIONS.

An inspection of the sidewalks within areas of the City as determined by the Service Director, subject to approval by Council, shall be conducted each calendar year at a time or times designated by the Service Director to facilitate compliance with standards for sidewalk maintenance and repair required in the Codified Ordinances. The results of each sidewalk inspection shall be put into a written report or multiple reports and a copy of the same shall be place on file with the Clerk of Council for review and further action by Council. Council shall determine an amount to be allocated towards the replacement of sidewalk each year.

905.08 CRITERIA FOR SIDEWALK INSPECTIONS.

The inspection of the sidewalks within the City as required by Section 905.07 shall be conducted based on the following criteria for condemning sidewalks or portions thereof:

- (a) Height differential between portions of sidewalk more than one (1) inch.
- (b) More than three (3) fractures in block creating distinct pieces.
- (c) Abrupt dip or raised area in sidewalk.
- (d) Loose, rocking or missing sidewalk areas.

- (e) Sidewalk blocks having severe slopes.
- (f) City owned tree roots causing slopes, cracking or heaving in the sidewalk

905.09 SIDEWALK REPAIR.

The Service Director shall secure the services of one or more concrete contractor(s) to shave/repair/replace sidewalks on a citywide basis.

905.10 SNOW REMOVAL REGULATIONS.

The regulations regarding the removal of snow from private property and dedicated rights of way shall be as follows:

- (a) No contractor, private snow removal firm, or other person shall push, shovel, blow snow from private property onto or across any dedicated right of way in the City.
- (b) No snow, removed from sidewalks or drive approaches on the dedicated right of way, shall be deposited so as to obstruct the view from the street within twelve feet of a street intersection or any drive approach, nor be pushed, shoveled, or blown onto or across the dedicated street.
- (c) Snow removed from private property shall be deposited on private property.
- (d) No fire hydrant shall be covered or obstructed with snow.
- (e) Snow removed from private property shall not be deposited in such a way as to obstruct City sidewalks.

905.11 REGISTRATION FOR SNOW REMOVAL.

- (a) Any person, firm, or corporation moving snow on private property for profit as permitted by this chapter shall register at the office of the Service Director, City of Medina, Ohio, and obtain an annual permit.
- (b) A Ten Dollar (\$10) annual fee for each vehicle is required at the time of registration.
- (c) A certificate of insurance must accompany each registration. (Ord. 92-99. Passed 4-26-99.)

905.12 EXCEPTIONS.

The provisions of this chapter shall be subject to the same exceptions as provided in Sections 901.06 and 901.07. (Ord. 3-78. Passed 1-3-78.)

905.13 PENALTY.

Any person violating any provision of this chapter is guilty of a misdemeanor of the first degree.

905.14 PROSECUTION OF VIOLATION.

Any person failing to comply with a notice of violation or order served by the City Engineer shall be deemed guilty of a first degree misdemeanor. If the notice of violation is not complied with,

the code official shall institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

ORDINANCE NO. 115-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH T&M ASSOCIATES FOR CONSULTING SERVICES TO IMPLEMENT THE OHIO DEPARTMENT OF DEVELOPMENT BROWNFIELD REMEDIATION PROGRAM GRANT AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Professional Services Agreement with T & M Associates for Consulting Services to implement the Ohio Department of Development Brownfield Remediation Program – Assessment Grant for the South Elmwood Parking Lot project.
- SEC. 2:** That the funds to cover the agreement, in the amount of \$242,360.00 are available as follows: \$242,063.66 in Account No. 109-0408-52215, and \$296.34 in Account No. 143-0708-52215.
- SEC. 3:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final review and approval.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin work as soon as possible; 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

ORD. 115-26
EKH, A

T&M ASSOCIATES PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of July, 2026 (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	T&M Associates
Name: The City of Medina, Ohio (the "Client")	Name: T&M Associates ("T&M")
Address 1: 132 N. Elmwood Ave.	Address 1: 4675 Lakehurst Court
Address 2:	Address 2: Suite 250
City: Medina	City: Columbus
State/Zip: OH/44256	State/ Zip : OH/43016

2. GENERAL SCOPE OF SERVICES TO BE PERFORMED

Provide General Description of Scope of Services: *Assist the Client with implementation of the Ohio Dept. of Development Brownfield Remediation Program Assessment Grant for the South Elmwood Avenue Property.* The specific Services performed under this Agreement are detailed in the Proposal/Scope of Services attached hereto and made a part hereof.

3. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: Proposal/Scope of Services
- Exhibit B: Standard Terms and Conditions for Professional Services
- Exhibit C: Summary of Standard Charges

4. EXECUTION

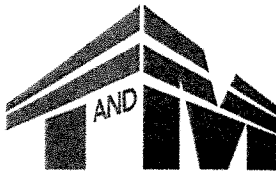
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT	T&M Associates
Signature:	Signature:
By: The City of Medina, Ohio	By: T&M Associates
Name:	Name: T. Donald Pinto, PE, CP
Title:	Title: Vice President

EXHIBIT A T&M ASSOCIATES PROPOSAL/SCOPE OF SERVICES

T&M's General Scope of Services will be as detailed in the following attachment:

1. Letter proposal from T&M Associates to The City of Medina dated July 6, 2026, 3 pages.



| YOUR GOALS. OUR MISSION.

July 6, 2026

Ms. Kimberly Marshall
Economic Development Director
City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256

Re: Proposal for Implementation of ODOD Brownfield Remediation Program
Assessment Grant for the South Elmwood Avenue Property

Dear Ms. Marshall:

Thank you for the opportunity to submit our proposal to assist the City of Medina, Ohio with the above-referenced project. Presented below are our proposed scope of services, budget and schedule for execution of the project.

PROJECT HISTORY/UNDERSTANDING

The Ohio Department of Development (ODOD) created the Brownfield Remediation Program (BRP) to award grants for the assessment and remediation of brownfield sites throughout Ohio. The City of Medina, Ohio was recently awarded a \$242,360 ODOD BRP grant to perform an environmental assessment of the South Elmwood Avenue Property located at South Elmwood Avenue, Medina, OH 44256, Parcel #028-19A-21-406. The property was historically used as an auto service/repair yard and was subsequently converted to a commercial parking lot by the neighboring auto parts store. The property was acquired in May 2024 by the Medina City Development Corporation.

Environmental assessment of the property is an integral part of the success of the Legacy Hotel and Convention Center that is currently under construction across the street. The property is to be assessed to eventually allow for redevelopment to provide additional parking for the hotel and convention center, scheduled to open in the second half of 2026. The proposed new parking lot will more than double the current available parking spaces for the newly constructed hotel and convention center.

PROPOSED PROJECT APPROACH

Our proposed approach is based on our understanding of the property history and the need for an accelerated assessment schedule to meet the parking requirements of the new Legacy Hotel scheduled to open in the near future. Our expeditious property assessment approach will include the following tasks:

Task 1 - Kickoff Meeting with City to Schedule Activities/Tasks

At the beginning of the project, we will participate in a kickoff meeting with the City of Medina representatives to present the required assessment tasks and their anticipated schedules for completion. Understanding the City's preferred schedule to begin construction of the parking lot will allow us to establish how we can accelerate certain assessment tasks by conducting them concurrently and procuring subcontractor services and availability commitments upfront. Once finalized, we will present the City with the proposed project schedule accelerated to meet City requirements to the maximum extent possible.



Task 2 - Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) is a desktop study conducted to determine if there is a potential for releases of hazardous substances or petroleum to the property from historical or current uses on or adjacent to the property. The Phase I ESA will be completed in general accordance with the requirements of the USEPA, ASTM, and Ohio Voluntary Action Program (VAP) standards. We have already completed many of the required elements of the Phase I ESA of our own accord including the property reconnaissance and historical records review.

Task 3 - Phase II ESA Sampling & Analysis Plan

Because of the historical uses of the property as an auto service/repair yard, there is the potential for releases of hazardous substances or petroleum associated with gasoline, diesel, motor oil, lubricants, and heavy metals (from parts machining and leaded gasoline for example). We will accordingly prepare a Sampling & Analysis Plan (SAP) for the Phase II investigation detailing the regime for soil, groundwater and soil gas sampling, as warranted. We will prepare the Phase II SAP concurrently with the Phase I ESA.

Task 4 - Geophysical Survey

Our first field investigation step is to perform a geophysical survey of the property, using electromagnetic locating (EM) and ground-penetrating radar (GPR), to identify subsurface anomalies such as underground storage tanks (USTs), sumps and vaults associated with historical property uses. The geophysical survey will also reveal underground utilities such as electric, gas, water and sewer lines to be avoided during the field investigation.

Task 5 - Exploratory Trenching/Surface Concrete Removal

If the property is paved with concrete reinforced with metal rebar, the rebar will likely cause interferences with the geophysical instrument readings. Accordingly, the surface concrete will have to be removed to provide more accurate geophysical instrument readings. Once the surface concrete has been removed, the geophysical survey will be performed to identify buried anomalies. Should any anomalies be identified, we will perform exploratory trenching to unearth the anomalies and determine whether they are a cause for environmental concern,

Task 6 - Phase II Field Sampling Activities

In accordance with the SAP, our Phase II field investigation will include the installation of soil borings, groundwater monitoring wells, and soil gas probes, as warranted. Investigative and QA/QC samples will be sent to a regional analytical laboratory for rush turnaround of the sample results,

Task 7 - Property Sampling Locations Survey

We will subcontract a local Ohio-licensed professional surveyor to establish the soil boring and groundwater monitoring well locations and elevations. This information will be required to determine groundwater flow direction and for fate and transport modeling of contaminants, if found in the groundwater). The survey will be conducted concurrently with the Phase II field sampling activities.

Task 8 - Analytical Results Evaluation/Property-Specific Risk Assessment

Upon receipt of the analytical results from the laboratory, we will compare them with the action levels provided by the Ohio VAP. Because the VAP action levels are based on very conservative human exposure scenarios, we may conduct a property-specific risk assessment (PSRA) using realistic exposure scenarios for any parameters that exceed their VAP action levels. The goal of the PSRA is to identify, evaluate, and mitigate any hazards posed by those parameter exceedances.



Task 9 - Phase II Site Assessment Report

We will prepare the Phase II ESA Report summarizing the field activities conducted and the investigative sampling results. We are anticipating that no issues of environmental concern will be identified that cannot be mitigated with institutional controls (such as limiting human exposure by paving the entire property as part of the new hotel's parking lot). In the very unlikely event that gross contamination that cannot be addressed with institutional controls is found, we will provide recommendations for next steps in terms of additional investigation/remediation required.

Task 10 - Backfill, Compaction and Grading

Site restoration will include backfilling, compaction, and grading requirements to be determined in consultation with the City of Medina Engineer. The goal of site restoration is to leave the property in a ready state for construction of the new hotel parking lot. We anticipate site restoration activities can be commenced immediately once the results of the analytical results evaluation/PSRA are known.

PROPOSED BUDGET AND SCHEDULE

Our not-to-exceed budget for the proposed scope of services is **\$242,360**. Labor and expenses will be billed on a time and materials basis in accordance with a Professional Services Agreement to be executed with the City of Medina, Ohio.

We can begin working on this project immediately upon receiving the authorization to proceed from the City of Medina. The actual schedule will be dependent on the scheduling discussions outlined in Task 1 and well as the availability of the required subcontractors (geophysical surveyor, driller, etc.); however, we anticipate being able to complete the project within 3-4 months. We can provide the City with a more detailed schedule for each project task following the completion and obtaining the results of the preceding task.

We appreciate the opportunity to provide you with our proposal and look forward to hearing from you. Please feel free to contact me at 614-314-0105 if you have any questions or comments.

Sincerely,

T&M ASSOCIATES

T. Donald Pinto, PE BCEE
Vice President

EXHIBIT B T&M ASSOCIATES STANDARD TERMS AND CONDITIONS
--

Attachments included in this section:

1. Standard Terms and Conditions for Professional Services (6 pages).



STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (the "Services"). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (the "Additional Services") and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M in accordance with the payment terms herein, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M.

5. CONFIDENTIALITY.

All information which the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project which the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) if withholding such information could create risk of significant harm to the public. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Any information which is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes only. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but do not represent or warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for bids or construction, competitive bidding markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, and their respective subs, employees, or agents, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; or (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below

the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter, collectively, the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing.

10. HAZARDOUS CONDITIONS.

In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and / or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities.

11. INFORMATION PROVIDED BY CLIENT.

The Client shall provide to T&M all information known about the Project Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.

12. REPORTING REQUIREMENTS.

The Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the appropriate environmental Agency about conditions at the Project Site as set forth in state or federal laws, statutes or guidelines and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by laws, statutes, regulations or guidelines. In the event any condition is observed by the T&M Environmental Specialist that warrants a notification to the appropriate State Agency in accordance with State laws, statutes or guidelines, T&M will endeavor to notify the Client prior to notifying said Agency.

13. CLIENT NOTICE TO THIRD PARTIES.

The Client acknowledges that if the Client is not the Project Site owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person / entity responsible for conducting

remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by T&M, as defined within the proposed Scope of Services. Client will provide written consent of the Project Site owner for T&M to access the Project Site and to provide the environmental services proposed.

14. CLIENT DELAY OR TERMINATION OF REMEDIAL WORK.

The Client acknowledges that a State or Federal Agency may impose upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and / or party who is responsible for the remediation of a discharge at the Project Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Project Site, and relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any liability arising from the cessation of work. Furthermore, the Client acknowledges that the T&M Environmental Specialist has an obligation to notify the appropriate agencies that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with the environmental program.

15. REMEDIAL FAILURE.

The Client acknowledges that while the work performed by T&M shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedy failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. The Client agrees to release T&M from any liability arising from any future remedial failure.

16. ENVIRONMENTAL SPECIALIST TERMINATION OF SERVICES.

The Client acknowledges that the T&M may terminate services on this Project for any reason and the termination shall relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any further obligations or liability to continue work on the site. The Client acknowledges that the Client's failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Project Site.

17. USE OF ARTIFICIAL INTELLIGENCE.

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

18. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

19. CONSEQUENTIAL DAMAGES.

To the maximum extent permitted under applicable law, in no event shall T&M be liable in contract, tort, strict liability, or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

20. INSURANCE.

- a. LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity did not pay the insurance premium directly or indirectly, or (b) whether or not the person or entity had an insurable interest in the damaged property.

21. LIMITATION OF LIABILITY.

To the maximum extent permitted under applicable law, the Client and T&M agree that the total liability in contract, tort, strict liability or otherwise, in the aggregate, of T&M and T&M's officers, directors, employees, and agents to Client, and anyone claiming by, through, or under Client, for any and all losses, judgments, injuries, claims, expenses, costs and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on the Project. The Client hereby releases T&M from any liability above such amount.

22. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

23. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

24. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

25. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

26. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

27. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

28. SURVIVAL.

The express representations, waiver of consequential damages and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

29. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

30. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or Additional Services, or any portion thereof, prior to the Client's execution of this Agreement, these terms and conditions, including the terms of payment herein, shall govern the Services and Additional Services, if any, performed by T&M and

shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

EXHIBIT C T&M ASSOCIATES SUMMARY OF STANDARD CHARGES
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Attachments included in this section:

1. 2026 Fee Schedule (1 page).
2. Schedule of Miscellaneous Charges (1 page).



2026 FEE SCHEDULE

Billing Titles	Billing Rate/Hour
Technical and Field Staff Entry Level	\$75
Field Staff - Grade 1	\$85
Technical Staff - Grade 1, Administrative Support Staff	\$90
Field Staff - Grade 2	\$100
Technical Staff - Grade 2 Professional Entry Level	\$115
Field Staff - Grade 3	\$115
Technical Staff - Grade 3	\$125
Field Staff - Grade 4	\$125
Technical Staff - Grade 4 Professional I	\$145
Field Staff - Grade 5	\$145
Technical Staff - Grade 5 Professional II	\$155
Professional III Supervising Field Staff	\$165
Professional IV Supervising Technical Staff	\$185
Professional V (Field & Support)	\$185
Professional V	\$205
Supervising Professional Unit Supervisor, Professional VI	\$225
Group Manager Professional VII	\$240
Principal, Manager, Professional VIII, IX	\$250

Effective January 1, 2026



2026 FEE SCHEDULE

SCHEDULE OF MISCELLANEOUS CHARGES

CONTRACTED SERVICES including subconsultants,
contracted labor, sub professionals and Invoice
subcontractors.....Cost

DIRECT EXPENSES

- **Disbursements to agencies, vendors & suppliers**
Including equipment, interstate transportation; permit, application,
review & similar fees; printing, plotting, reproduction, binding &
other graphic services; outside computer services; title, research and
data services; Courier and express services; project field office Invoice
expense; & out-of-state telephone costs.....Cost
- **Other charges:**

Commensurate

With IRS

Guidelines

Mileage

Invoice

Travel and Subsistence Cost

Effective January 1, 2026

ORDINANCE NO. 116-26

AN ORDINANCE PROPOSING AND PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF MEDINA, OHIO AT A GENERAL ELECTION TO BE HELD NOVEMBER 3, 2026, AN AMENDMENT TO SECTIONS 161.01, 161.03(a), AND 162.013(A) OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO SO AS TO INCLUDE SIDEWALKS AS A RESTRICTED USE OF THE .25 PERCENT OF TOTAL INCOME TAX COLLECTIONS CURRENTLY ALLOCATED FOR STREET, STORM WATER, AND UTILITY CONSTRUCTION, MAINTENANCE, REPAIR AND IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS: On November 4, 2003, the voters of the City of Medina approved an increase to the City of Medina Income Tax from 0.50 percent to 1.25 percent, with 0.25 percent of total net collections to be used solely for street, storm water, and utility construction, maintenance, repair and improvements; and

WHEREAS: Section 161.01 of the codified ordinances of the City of Medina presently reads as follows:

161.01 PURPOSE

To provide funds for the purposes of general Municipal operations, maintenance of equipment, new equipment, extension and enlargement of Municipal services and facilities, and capital improvements of the City there is hereby levied a tax of 1.25 percent per annum effective January 1, 2004, on salaries, wages, commissions and other compensation and on net profits as hereinafter provided in this chapter, with 0.25 percent of total income tax collections, net of collection costs, restricted for street, storm water, and utility construction, maintenance, repair and improvements.

WHEREAS: Section 161.03(a) of the codified ordinances of the City of Medina presently reads in part as follows:

161.03 IMPOSITION OF TAX.

(a) Subject to the provisions of Section 161.15, an annual tax for the purposes specified in Section 161.01 hereof shall be imposed on and after January 1, 2004, at the rate of 1.25 percent per annum with 0.25 percent of total income tax collections, net of collection costs, restricted for street, storm water, and utility construction, maintenance, repair and improvements, upon the following:

WHEREAS: Section 162.013(A) of the codified ordinances of the City of Medina, Ohio, presently reads in part as follows:

162.013 PURPOSES OF TAX; RATE.

(A) To provide funds for the purposes of general municipal operations, maintenance of equipment, new equipment, extension and enlargement of municipal services and facilities, and capital improvements of the City there is hereby levied a tax on income, qualifying wages, and commissions, as defined in this Chapter, and on all other taxable income, as hereinafter provided,

with a quarter percent (0.25%) of total income tax collections, net of collection costs, restricted for street, storm water, and utility construction, maintenance, repair and improvements.

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

SEC. 1: That the question of the amendment to Section 161.01 of the codified ordinances of the City of Medina shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 3, 2026 at the regular places of voting in the City. Said amendment to Section 161.01 shall read as follows:

161.01 PURPOSE

To provide funds for the purposes of general Municipal operations, maintenance of equipment, new equipment, extension and enlargement of Municipal services and facilities, and capital improvements of the City there is hereby levied a tax of 1.25 percent per annum effective January 1, 2004, on salaries, wages, commissions and other compensation and on net profits as hereinafter provided in this chapter, with 0.25 percent of total income tax collections, net of collection costs, restricted for street, storm water, sidewalks, and utility construction, maintenance, repair and improvements.

SEC. 2: That the question of the amendment to Section 161.03(a) of the codified ordinances of the City of Medina shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 3, 2026 at the regular places of voting in the City. Said amendment to Section 161.03(a) shall read as follows:

161.03 IMPOSITION OF TAX.

(a) Subject to the provisions of Section 161.15, an annual tax for the purposes specified in Section 161.01 hereof shall be imposed on and after January 1, 2004, at the rate of 1.25 percent per annum with 0.25 percent of total income tax collections, net of collection costs, restricted for street, storm water, sidewalks, and utility construction, maintenance, repair and improvements, upon the following:

SEC. 3: That the question of the amendment to Section 162.013 of the codified ordinances of the City of Medina shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 3, 2026 at the regular places of voting in the City. Said amendment to Section 162.013(A) shall read as follows:

162.013 PURPOSES OF TAX; RATE.

(A) To provide funds for the purposes of general municipal operations, maintenance of equipment, new equipment, extension and enlargement of municipal services and facilities, and capital improvements of the City there is hereby levied a tax on income, qualifying wages, and commissions, as defined in this Chapter, and on all other taxable income, as hereinafter provided, with a quarter percent (0.25%) of total income tax collections, net of collection costs, restricted for street, storm water, sidewalks, and utility construction, maintenance, repair and improvements.

SEC. 4: That the Board of Elections of Medina County is hereby requested to place upon the ballot at the November 3, 2026 general election the question of whether to amend Sections 161.01, 161.03(a), and 162.013(A) of the codified ordinances of the City of Medina, Ohio.

- SEC. 5:** That the Board of Election shall publish the full text of the proposed amendments, as set forth above, once a week for not less than two consecutive weeks in the Medina County Gazette, with the first publication being at least fifteen days prior to the election hereinbefore provided, all in accordance with Section 9 of Article XVIII, Ohio Constitution and ORC 732.211.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including 121.11 of the Ohio Revised Code.
- SEC. 7:** 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 file said Ordinance with the Board of Elections before the August 5, 2026 deadline date; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

RESOLUTION NO. 117-26

**A RESOLUTION SUPPORTING THE FINANCE
DIRECTOR'S LETTER TO THE MEDINA COUNTY
BUDGET COMMISSION REGARDING THE CITY'S
EMERGENCY MEDICAL SERVICES (EMS) FUND.**

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

- SEC. 1:** That Medina City Council and the Administration hereby support the Finance Director's letter to the Medina County Budget Commission; Anthony Caprtetta, Medina County Auditor and Secretary of the Budget Commission.
- SEC. 2:** That a copy of the Finance Director's letter 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 Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Res 117-26
Ekh, A

132 North Elmwood St.
P.O. Box 703
Medina, Ohio 44258-0703
Phone: 330-764-3319
Fax: 330-722-9045
www.medinaoh.org

July 13, 2026

Medina County Budget Commission
Anthony Capretta, Medina County Auditor and Secretary of the Budget Commission
144 North Broadway Street
Medina, Ohio 44256

Medina City Council, as the Legislative Authority for the City of Medina, has reviewed the balances of the City's funds and found them to be necessary and appropriate for the operations of the City of Medina.

Background on the Emergency Medical Services Fund

The City of Medina provides Emergency Medical Services through a cooperative partnership between the City, Montville Township, Medina Township, and the Cleveland Clinic. This partnership was established in 1976 and the Medina Life Support Team (LST) recently celebrated 50 years of operation. The Medina LST is run by the Cleveland Clinic. Joe Toth is the manager of the Medina LST. Costs are allocated to the City and the two Townships based on call volume. If you would like to know more about the Medina Life Support Team, the Communications Department of the City of Medina recently released these three videos commemorating 50 Years of LST Service:

1. <https://youtu.be/miOT4RGhorg?si=NpwZJk-YU0wUs7To>
2. <https://youtu.be/zGssVn4lxH8?si=JoKXWU7 L-U-9x77>
3. https://youtu.be/nCuOfm_HJc?si=irabplr6MTTrh7TXh

The City of Medina finances its share of the cost through a property tax levy that is renewed every five years. An increase took effect for collections beginning in 2001 and the levy was renewed at this rate three times, covering 2001-2020. The most recent increase took effect for collections beginning in 2021 and was renewed for collections from 2026 – 2030. The levy will need to be renewed and possibly increased for collections from 2031-2035.

Council's Review of the Emergency Medical Services Fund

The Finance Committee consisting of the entire Council met on Wednesday, April 15, 2026, to review the proposed 2027 Budget and the proposed 2027-2031 Five-Year Financial Plan for the Emergency Medical Services (EMS) Fund. The City employs this five-year budgeting process and is able to accurately predict issues within various accounts. Our method of planning enables us to better prepare for the ups and downs of the economy. As of the end of the 2025 fiscal year the cash balance in the EMS Fund was \$1,678,875.13 (see attachment #1 EMS Fund Cash Report). This amount is 90.28% of 2025 revenues of \$1,859,536.76 and 109.09% of 2025 expenditures of \$1,539,005.23. Medina City Council determined that this balance is reasonable and necessary for reasons including but not limited to the following:

Preserving the Past. Forging the Future

Timeline of Levy Funds

As you certainly are aware, in the State of Ohio property tax levy revenue does NOT increase with inflation. Consequently, political subdivisions such as the City of Medina are compelled to ask for more than they need so as to allow surpluses to be built up in the early years when revenues exceed expenditures then depleted as inflation pushes expenditures beyond revenues.

This is clearly demonstrated in attachment #2 EMS Fund Ending Balance as a Percentage of Revenues and attachment #3 EMS Fund Annual Revenue and Ending Balance 1998-2025. The Voters of the City of Medina approved an increase in the rate of the levy in 2000. This increase took effect for collections beginning in 2001. Three renewals were approved by the voters of the City of Medina and for twenty years from 2001-2020 the revenue from this levy was relatively unchanged at about \$1,000,000 - \$1,200,000.

Revenue was initially more than sufficient to cover EMS operations and the City of Medina built up a substantial surplus. This peaked in 2011 with an ending balance of \$2,175,274.79 which represented 202.72% of annual revenues. After 2011 the revenues were insufficient to cover the costs of providing EMS services and this balance began to be depleted.

As late as 2017 the balance in the EMS Fund was over 100% of annual revenues but by 2020 the balance was below 40% of annual revenues and the balance was on pace to be eliminated thus resulting in deficits prohibited by ORC 5705 within two years. To avoid impermissible deficits, Medina City Council placed an increase on the ballot and the voters of the City of Medina overwhelmingly approved the increase in 2019 with collections of the increased levy beginning in 2021. Revenue from the increased levy was more than sufficient to cover EMS operations and the reserve was increased once again. By the end of 2023 the City had \$1,500,681.55 in the EMS Fund which represented 80.81% of 2023 revenues.

The tipping point has already been reached. The fund operated at a deficit in 2024 then a surplus in 2025. Expenditures for EMS operations are increasing due to inflationary pressure and while this balance may seem large, it will be depleted in a few years just as happened with the last levy amount in place for collections from 2001-2020.

An Additional Vehicle Will Need to be Procured and Staffed Within Three to Five Years

Call volumes are reported to Council and at the Budget Meeting in April the Council reviewed the revenues and expenditures of the EMS Fund (#135). Joe Toth, manager of LST was unable to attend but sent Don Leuchtag who told Council that call volumes are increasing and have reached a level where an additional vehicle will need to be procured and staffed within about three to five years.

The vehicle itself will cost in excess of \$360,000 when including all of the necessary equipment and inventory and then it will need to be staffed twenty-four hours a day, 365 days a year. Based on past and projected call volume allocations, the City of Medina will pay for more than half of these increased costs.

Revenues and expenditures in the EMS Fund have been about equal for the last three years. When the additional vehicle and staffing are added the revenue from the current EMS Levy will obviously be insufficient to meet the increased costs. The most recent renewal of the existing levy was for collections for 2026-2030 and the revenue from that renewal could be insufficient to cover the costs if the additional vehicle is added sooner rather than later.

Postponement of the Need for Additional Taxes

As demonstrated in attachment #2 EMS Fund Ending Balance as a Percentage of Revenue and attachment #3 EMS Fund Annual Revenue and Ending Balance 1998-2025 the City was able to provide EMS services for our residents with no increase in taxes for a period of twenty years from 2001-2020. This would not have been possible if the reserve had been curtailed in the early years.

Planning / Good Governance / Credit Rating

The City of Medina enjoys an excellent Aa1 rating from Moody's Investor Services. This is the second highest rating that Moody's assigns. Medina has not been able to achieve a Aaa rating largely due to the fact that our community simply is not as wealthy as those rated Aaa. The City has only been able to maintain the Aa1 rating that we presently enjoy by maintaining a rigorous five-year financial planning process and substantial reserves. Note that the City of Medina maintains reserves approximately equal to the reserves maintained by those cities with Aaa ratings. Please refer to attachment #4 Cash, Cash Equivalents, and Investments as a Percentage of the Sum of Net Pension Liability and Net OPEB Liability. As you can see, the City of Medina's reserves are equivalent to those of the Ohio Cities rated Aaa by Moody's.

Attachment #5 Moody's Issuer Comment, 12 September 2025 is the most recent comment on Medina from Moody's. Please review the Key Indicators in Exhibit 1 on the first page of this attachment. Note that Medina faces several challenges including:

- Full Value per capita of \$92,418 is substantially below the Aa Median Full Value per capita of \$125,640.
- Annual Growth in Real GDP of 0.6% is substantially below the Aa Median of 2.0%.
- Adjusted net pension liabilities of \$59,014,000 are above the Aa Median of \$45,496,000.
- Pension tread water contribution of \$2,402,000 is substantially above the Aa Median of \$1,199,000.

The City of Medina has been able to compensate for these challenges and obtain an excellent Aa1 rating in spite of these challenges largely due to the substantial cash balances that the City maintains. Medina's strengths from the same table include:

- Available fund balance of \$51,358,000 is substantially above the Aa Median of \$29,526.
- Net unrestricted cash of \$84,793,000 is substantially above the Aa Median of \$41,432,000.
- Available fund balance ratio of 95.7% is substantially above the Aa Median of 57.1%.

Attachment #6 Moody's Credit Opinion, 10 September 2021 is less timely than attachment #5 but it contains more information. This was the most recent in depth review by Moody's. Please note that "Solid financial reserves and liquidity" are listed as one of Medina's two "Credit strengths" (page 1). Additionally, "A trend of operating deficits and declining reserves" is the first item listed under "Factors that could lead to a downgrade".

Medina's reserves are mentioned as a positive factor again near the bottom of page 2 and again near the top of page 3.

Exhibit 2 on page 5 of attachment #6 displays what Moody's refers to as a scorecard rating. Note at the bottom of this exhibit that Medina's "Scorecard-Indicated Outcome" is a rating of Aa3. Medina's Assigned Rating of Aa1 is two notches above that. It is spectacularly rare for any Government to be rated two notches above their Scorecard-Indicated Rating.

INSERT QUOTE(S) FROM DAVID AND/OR AMANDA

Note within the exhibit that Medina's Fund Balance as a percentage of Revenues and Cash Balance as a percentage of Revenues both score at the Aaa level but literally everything else is Aa or below. Medina needs our strong balances to maintain our Aa1 rating because without them, everything else suggests a rating of Aa3 or worse.

Attachment #7 Moody's Rating Methodology lays out Moody's Credit Rating Methodology. Please review Exhibit 1 on page 4 and note that "Financial Performance" makes up 30% of the methodology framework. This category is subdivided into "Available Fund Balance Ratio" (20%) and "Liquidity Ratio" (10%) and both of these, broadly speaking, are measures of the reserves maintained. These are the only factors that the city has a significant amount of control over. Note the others:

- 10% Resident Income
- 10% Full Value Per Capita
- 10% Economic Growth
- 10% Institutional Framework – this is assigned based on the structure of governance and finance for Cities in Ohio.
- 20% Long-term Liabilities – This appears to be within the City's control, but it is not because the majority of Medina's Long-term Liabilities are composed of pension exposure due to the City's mandated participation in Ohio's underfunded Pension Systems.
- 10% Fixed-costs Ratio – This is effectively a derivative of the above factor and outside of the City's control.

Please review Exhibit 2 on page 4 of attachment #7 and compare it to Exhibit 1 on page 1 of attachment #5:

- Medina's Resident income ratio of 114.1% is in the middle of the Aa range of 100-120% and below the Aaa ratio of >120%
- Medina's Full value per capita of \$92,418 is within the A range of \$80,000 - \$100,000. This is below the Aa range of \$100,000 - \$180,000 and only about half of the Aaa range of >\$180,000.

Medina makes up for these deficiencies with an Available fund balance ratio of 95.7% and a Liquidity ratio of 158.1% both of which are easily within the Aaa ranges of > 35% and >40% respectively.

At the present time Moody's provides ratings for 148 Ohio Cities and Townships. Only 14 of those are rated Aaa, one township and the following cities:

1. Beachwood, Cuyahoga County
2. Columbus, Franklin County
3. Dublin, Franklin County
4. Hilliard, Franklin County
5. Hudson, Summit County
6. Mason, Warren County
7. Montgomery, Hamilton County
8. New Albany, Franklin County
9. Pepper Pike, Cuyahoga County
10. Strongsville, Cuyahoga County
11. Upper Arlington, Franklin County
12. Westerville, Franklin County
13. Westlake, Cuyahoga County

Medina and 22 others have been assigned Moody's second-highest rating of Aa1.

At current interest rates the cost to borrow \$10,000,000 over 20 years are as follows:

- Aaa – 3.75% - Interest cost = \$4,392,419.
- Aa1 – 3.85% - Interest cost = \$4,521,547, increase of \$129k over Aaa.
- Aa2 – 3.95% - Interest cost = \$4,651,268, increase of \$129k over Aa1.
- Aa3 – 4.05% - Interest cost = \$4,781,580, increase of \$130k over Aa2.

The City of Medina currently has about \$10,000,000 in long-term debt so the City is saving a significant amount of money by maintaining our excellent credit rating. The City has worked very hard to achieve the current Aa1 rating and this is something we intend to defend.