

FINANCE COMMITTEE AGENDA
October 13, 2026 (Tuesday)
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 26-050-2/23 – Grant Easements – Job #1123 to Columbia Gas
3. 26-193-10/13 – Budget Amendments
 - a. #2026-036
4. 26-194-10/13 – Fund Advance Request
5. 26-195-10/13 – Resolution Accepting Amounts & Rates
6. 26-196-10/13 – Amend MCRC Membership Rates Ordinance
7. 26-197-10/13 – Proposed Amendment to Lease of 1969 Courthouse
8. 26-198-10/13 – Authorize Appropriation for 2027 Hope Recovery Community Program
9. 26-199-10/13 – Amend S & B Code – Compensation Adjustment Requests
10. 26-200-10/13 – Bids, Job #1179 – East Smith Reconstruction, Phase 1
11. 26-201-10/13 – Repeal / Replace Ord. 72-26 re: Engineering Agreement w/ Railway
12. 26-202-10/13 – Purchase (1) 2026 F-350 Pick Up Truck – Water Dept.
13. Executive Session: (land acquisition)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 26-193-10/13 – Budget Amendments
- 26-194-10/13 – Fund Advance Request
- 26-195-10/13 – Resolution Accepting Amounts and Rates
- 26-196-10/13 – Amend MCRC Membership Rates Ordinance
- 26-197-10/13 – Proposed Amendment to Lease of 1969 Courthouse
- 26-198-10/13 – Authorize Appropriation to 2027 Hope Recovery Community Program
- 26-199-10/13 – Amend S & B Code – Compensation Adjustments
- 26-200-10/13 – Bids, Job #1179 East Smith Reconstruction, Phase 1
- 26-201-10/13 – Repeal/Replace Ord. 72-26 re: Engineering Agreement with Railway
- 26-202-10/13 – Purchase 2026 F-250 Pick Up – Water Dept.

10/13/26 (Tuesday)

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton 
DATE: February 23, 2026 
SUBJECT: Easement Job #1123 – Easement to Columbia Gas

NO. RCA 26-050-2/03COMMITTEE
REFERRAL: Finance

This request asks for Council's authorization to grant an easement to Columbia Gas for the installation and perpetual maintenance of a gas line. Columbia Gas will be relocating this line to accommodate the City's N. Huntington Street reconstruction project.

The 10 foot wide easement will run abutting the curb across the frontage of Ray Mellert Park.

Thank you for your consideration.

ESTIMATED COST: No cost

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:**COMMITTEE RECOMMENDATION:**

Council Action Taken:

Ord./Res. Number:

Date:

2/23/26 RHP/DS
Subj to Law Director
Review 1-0
3/2/26 - Hold until we get new easement

Easement No. 028-19A-17-042

ORD. 160-26
Exh. A

EASEMENT

This Easement (collectively, this "Easement") is made by and between **The City of Medina, an Ohio Municipal Corporation** with a mailing address of 160 W. Main St., Suite 200, New Albany, OH 43054 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Medina, Medina County, Ohio,

Recorded In: Vol. 401 Page 172, Vol. 401 Page 170, Vol. 401 Page 168 & Vol. 401 Page 175
Permanent Parcel No.: 028-19A-17-042

- i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
- ii. perform pre-construction and due diligence work; and
- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following:
 - (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or

any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has

informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this __ day of _____, 2026.

GRANTOR:

THE CITY OF MEDINA

Signature

Jim Shields

Printed Name _____

Mayor

Title

STATE OF _____

)

;

SS.

COUNTY OF _____

)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____
Jim Shields, _____ Mayor, on behalf of Grantor, who executed the
foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing
of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal
this ____ day of _____ 2026.

Notary Public

My commission expires:

Prepared by & approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'

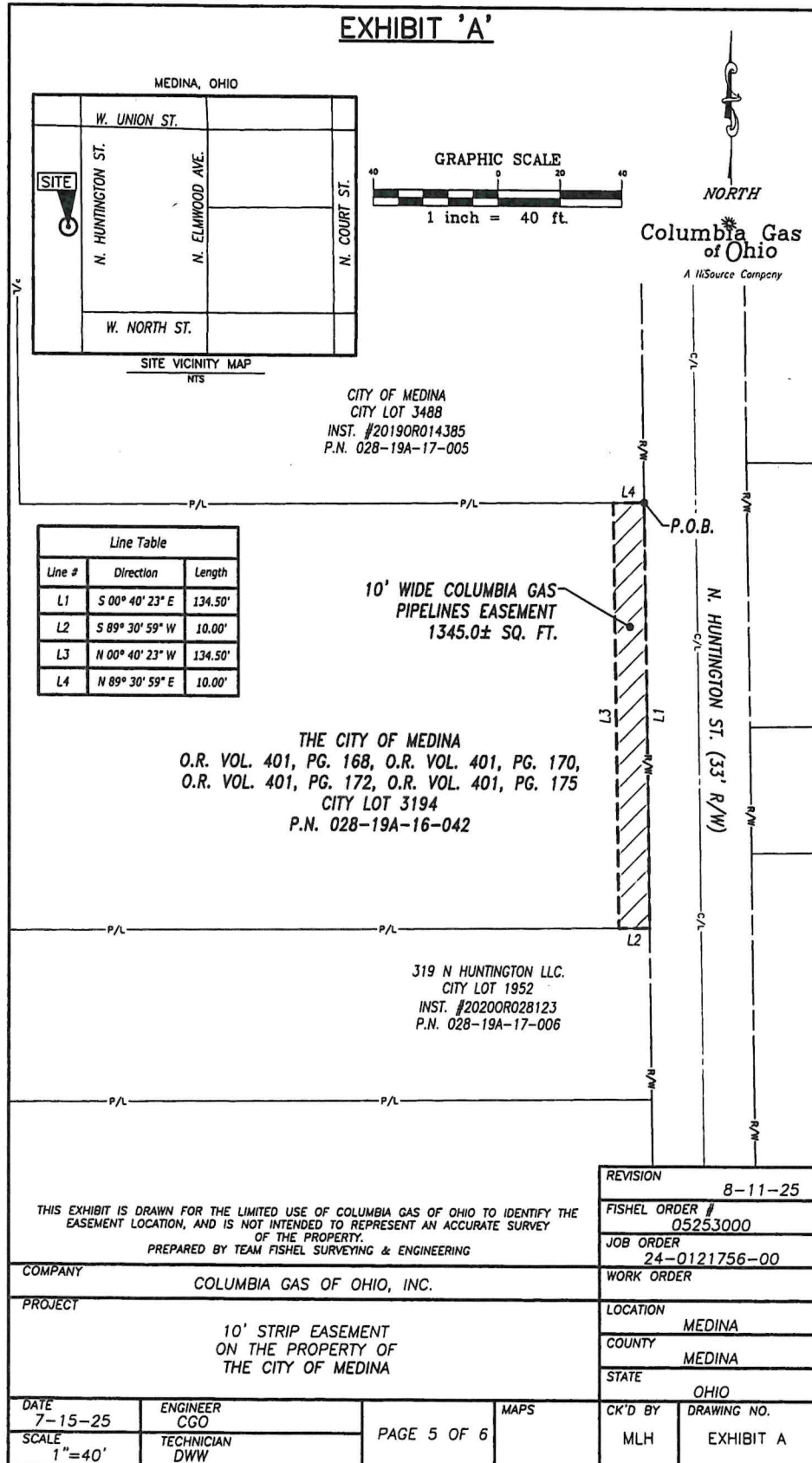


EXHIBIT "A"

DESCRIPTION OF A 10' WIDE GAS PIPELINES STRIP EASEMENT FOR COLUMBIA GAS OF OHIO, INC. (A NiSource Company)

Situate in the State of Ohio. County of Medina, City of Medina. Being known as City Lot Number 3194. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-16-042, and being currently conveyed to **THE CITY OF MEDINA**. (Hereon referred to as Grantor) of record in Official Record Volume 401, Page 168, Official Record Volume 401, Page 170, Official Record Volume 401, Page 172, and Official Record Volume 401, Page 175 as recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of City of Medina, in Instrument Number 2019OR014385, (Parcel Number 028-19A-17-005) and the Grantors Northeast Property Corner. Said point being the Point of Beginning of the herein described easement.

Thence, with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, S-00° 40' 23"-E with the Grantors East Property Line and the West R/W line of North Huntington Street, for a distance of 134.50 feet to a point;
2. Thence, S-89° 30' 59"-W for a distance of 10.00 feet to a point;
3. Thence, N-00° 40' 23"-W for a distance of 134.50 feet to a point;
4. Thence, N-89° 30' 59"-E for a distance of 10.00 feet to the Point of Beginning.

Said easement as surveyed contains 1345.0± Square Feet of land more or less.

Mark L. Hannah P.S. 7500



24-0121756-00
CITY-S-REV

Easement No. 028-19A-17-005

ORD.160-26

Exh. B

EASEMENT

This Easement (collectively, this "Easement") is made by and between **CITY OF MEDINA**, an Ohio **Municipal Corporation** with a mailing address of 160 W. Main St., Suite 200, New Albany, OH 43054 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Medina, Medina County, Ohio,

Recorded In: Instr. No.: 2019OR014385

Permanent Parcel No.: 028-19A-17-005

- i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
- ii. perform pre-construction and due diligence work; and
- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following:
 - (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or

any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has

informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this ___ day of _____, 2026.

GRANTOR:

CITY OF MEDINA

Signature

Jim Shields

Printed Name

Mayor

Title

STATE OF _____

)

)

SS.

COUNTY OF _____

;

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____
Jim Shields, _____ Mayor, on behalf of Grantor, who executed the
 foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing
 of this instrument is of their free act and deed.

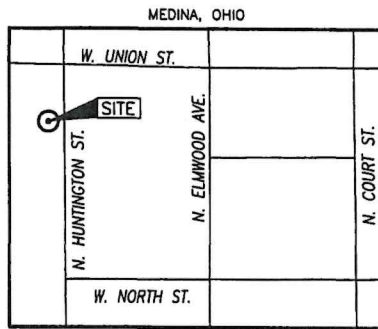
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal
this ____ day of _____ 2026.

Notary Public

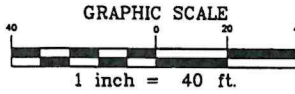
My commission expires:

Approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'



SITE VICINITY MAP
NTS



NORTH

Columbia Gas
of Ohio

A NiSource Company

UNION SQUARE MULTIFAMILY, LLC.
INST. #2019OR013634
LOT 4290
STREET DEDICATION PLAT
WEST UNION STREET
P.B. 19, PG. 136
P.N. 028-19A-17-004

CITY OF MEDINA
CITY LOT 3488
INST. #2019OR014385
P.N. 028-19A-17-005

10' WIDE COLUMBIA GAS
PIPELINES EASEMENT
1359.0± SQ. FT.

Line Table		
Line #	Direction	Length
L1	S 00° 40' 23" E	135.87'
L2	S 89° 30' 59" W	10.00'
L3	N 00° 40' 23" W	135.93'
L4	N 89° 50' 21" E	10.00'

THE CITY OF MEDINA
O.R. VOL. 401, PG. 168, O.R. VOL. 401, PG. 170,
O.R. VOL. 401, PG. 172, O.R. VOL. 401, PG. 175
CITY LOT 3194
P.N. 028-19A-16-042

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE
EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY
OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

COMPANY COLUMBIA GAS OF OHIO, INC.

PROJECT 10' STRIP EASEMENT
ON THE PROPERTY OF
CITY OF MEDINA

DATE
7-15-25

ENGINEER
CGO

TECHNICIAN
DWW

PAGE 5 OF 6

MAPS

REVISION

8-11-25

FISHEL ORDER #
05253000

JOB ORDER
24-0121756-00

WORK ORDER

LOCATION MEDINA

COUNTY MEDINA

STATE OHIO

CK'D BY
MLH

DRAWING NO.
EXHIBIT A

EXHIBIT "A"

DESCRIPTION OF A 10' WIDE GAS PIPELINES STRIP EASEMENT FOR COLUMBIA GAS OF OHIO, INC. (A NiSource Company)

Situate in the State of Ohio, County of Medina, City of Medina. Being known as City Lot Number 3488. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-17-005, and being currently conveyed to **CITY OF MEDINA**. (Hereon referred to as Grantor) of record in Instrument Number 2019OR014385 recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

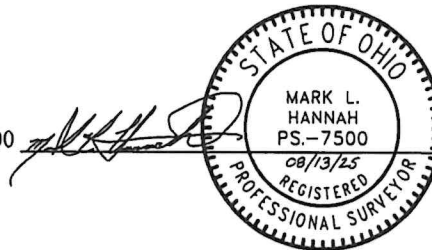
Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of Union Square Multifamily, LLC. in Instrument Number 2019OR013634, (Parcel Number 028-19A-17-004) and the Grantors Northeast Property Corner. Said point being the Point of Beginning of the herein described easement.

Thence, with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **S-00° 40' 23"-E** with the Grantors East Property Line and the West R/W line of North Huntington Street, for a distance of **135.87** feet to a point;
2. Thence, **S-89° 30' 59"-W** for a distance of **10.00** feet to a point;
3. Thence, **N-00° 40' 23"-W** for a distance of **135.93** feet to a point;
4. Thence, **N-89° 50' 21"-E** for a distance of **10.00** feet to the Point of Beginning.

Said easement as surveyed contains **1359.0±** Square Feet of land more or less.

Mark L. Hannah P.S. 7500



24-0121756-00
CITY-N

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 26-193-10/13
Finance + Council

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

x
x

NO. 2026-036
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0704-52215	law - contractual	2,500.00		x	to cover po - empl relations board
		001-0707-56615	general fund - adv out	1,335,380.00		x	Adv to cem mauoleum fund
		001-0704-52225	law - legal svcs	25,000.00		x	to cover po's
		001-0707-53313	gen admin - operating	23,000.00		x	Christmas lights contribution
		106-0101-53315	pd - tools /minor	200.00		x	winebrenner - retired firearm purchase
		125-0452-56615	PY23 - Adv Out	150,000.00		x	repay adv
		127-0463-56615	PY23 Chip-Lap Adv Out	30,000.00		x	repay adv
		138-0462-56615	PY22 CDBG-CHIP Adv Out	229,000.00		x	repay adv
		139-0462-56615	PY22 HOME-CHIP Adv Out	446,000.00		x	repay adv
		162-0705-52215	contractual - Court Furn / fixtures	30,000.00		x	courthouse furn
		169-0716-54412	bldgs - muni court	344.06		x	courthouse - exit signs
		301-0707-54411	Gen purp cap - land	5,000.00		x	geotech - s elmwood pkg lot
		301-0716-54412	bldgs - muni court	344.06		x	courthouse - exit signs
		380-0674-56615	OPWC-Blake Ave	485,150.00		x	repay adv
		821-0230-54412	Cem - bldgs / structures	1,335,380.00		x	Cem Mausoleum project
		938-0940-56612	Bid & Performance bonds	60,000.00		x	to cover bid / perf bond refunds
			Total increases to fund:	4,157,298.12			
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 10/6/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE:

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 161-26

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 26-194-10/13
Committee: Finance & Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 6, 2026
SUBJECT: Advance Request

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Cemetery Mauoleum Fund (#821)	\$1,335,380	Spring Grove Cem Columbarium Wall Project – Ph 4-10

Advance necessary to cover the project.

Estimated Cost: \$1,335,380 from the General Fund. General Fund to be reimbursed as funds are received from sale of niches.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.: \$1,335,380 increase to account 001-0707-56615
Refer to Appropriation Adjustment #2026-036

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 162-26
10-13-26

REQUEST FOR COUNCIL ACTION

No. RCA 26-195-10/13

FROM: Keith H. Dirham
DATE: Tuesday, September 29, 2026
SUBJECT: Resolution Accepting Amounts and Rates

Committee: Finance

SUMMARY AND BACKGROUND:

I respectfully request that Council adopt the attached Resolution accepting Amounts and Rates.

Estimated Cost: n/a

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No?

Reason: I believe that the EC is NOT needed because this is a Resolution but the City must "authorize the tax levies to the auditor by October 31, 2025" (see attached letter).

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



ANTHONY P. CAPRETTA

Medina County Auditor

144 North Broadway St. • Medina, Ohio 44256

Date: September 29, 2026

To: Township Fiscal Officers
Village Fiscal Officers/Clerks
City Finance Directors
Library Treasurers

From: Kristen Johnson, Tax Settlements 
Medina County Auditor's Office

Re: Resolution Accepting Amounts & Rates

Attached please find your copies of the:

1. Extension Letter from the Ohio Department of Taxation
2. Resolution Accepting Amounts and Rates

The Extension Letter is for your audit next year. It indicates the reason for extending the dates for the Resolution Accepting Rates.

This Resolution must be approved and returned to our office by **November 2, 2026**.

If you have an additional levy, a replacement levy or a renewal levy with an increase on the ballot for November and it passes, you will be sent another Resolution Accepting Amounts and Rates after the election. The updated resolution must be approved and returned to our office by **December 1, 2026**.

If you have any questions, please call me at 330-725-9766 or email at kjohnson@medinacounty.gov.
Thank you!



Journal Entry

Date: July 17, 2026

The Honorable Anthony P. Capretta
Medina County Auditor
144 North Broadway Street, Room 301
Medina, Ohio 44256

Entry Number: 26-07-0452

Re: Approval of Extension for the Medina County Budget Commission to Complete its Work

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on July 8, 2026, for an extension of time beyond the statutory date of September first to complete its work, as provided by Revised Code section 5705.27, finds that the extension of time is necessary and approves October 1, 2026, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the October first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the necessary tax levies to the auditor by November 2, 2026, since October 31, 2026, is a Saturday, O.R.C. §1.14. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

Tax Commissioner

203

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of MEDINA, MEDINA
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20____, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2027

and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of MEDINA,
MEDINA County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further
RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$2,335,700	2.30	
Police Pension		\$922,300	0.90	
Ambulance Fund	\$1,849,000			3.20
TOTAL	\$1,849,000	\$3,258,000	3.20	3.20

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Current Expense Levy authorized by voters on ,20 for not to exceed years.		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on ,20 for not to exceed years.		
Recreation Fund: Levy authorized by voters on ,20 for not to exceed years.		
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2024 for not to exceed 5 years. RENEWAL	2.20	\$1,148,200
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2024 for not to exceed 5 years. RENEWAL	1.00	\$700,800

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20____.

Attest:

President of Council

Clerk of Council

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

_____ County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR

(City Council)

Adopted _____, 20 ____

Clerk of Council

Filed _____, 20 ____

County Auditor

By _____
Deputy

REQUEST FOR COUNCIL ACTION

No. RCA 26-196-10/13
Committee: Finance

FROM: Medina Recreation Center ³⁹⁰
DATE: October 2, 2026
SUBJECT: Membership Rate Ordinance Amendment

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Ordinance 74-24 regarding Membership Rates.

- **Annual Membership Rates**

Annual membership rates have not increased since 2016 although the Consumer Price Index shows that inflation has increased by a cumulative 39.57% in that time. We are experiencing increased expenses from minimum wage and staffing as well as the cost of goods like pool chemicals and general supplies. We propose increasing the rate for all membership types by the 2027 Consumer Price Index rate of inflation which is 3.5%.

- This type of increase was approved by City Council in 2022, linking the annual recreation center membership rates to the CPI index and increasing rates every year by the inflation factor. Administration did not exercise the ability to increase rates for the past four years due to ongoing construction and renovation projects that resulted in areas of the facility being closed for periods of time. The increase would be effective January 1, 2027. Rates will be rounded to the nearest whole dollar.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

MEDINA RECREATION CENTER ANNUAL MEMBERSHIP RATES

Rates to increase January 1st of each year not to exceed the Consumer Price Index Inflation Rate Percentage Factor of the previous year.

Effective January 1, 2017	Resident/School District	Universal Member
Youth/College	\$173.00 \$179.00	\$240.00 \$248.00
Adult	\$250.00 \$259.00	\$347.00 \$359.00
Senior	\$130.00 \$135.00	\$152.00 \$157.00
2-Person	\$426.00 \$441.00	\$594.00 \$615.00
Family	\$564.00 \$584.00	\$785.00 \$812.00

MEMBERSHIP CATEGORIES AND DEFINITIONS

“City/School District Residents” are defined as people who live within the Medina City limits **OR** within the Medina City School District **OR** who pay city property tax **AND** pay city income tax.

“Universal Member” is defined as people who live outside the Medina City limits **AND** outside the Medina City School District.

“Non-Members” are defined as people who do not purchase annual memberships.

“Adult” is defined as any person 18 years of age or older.

“Youth/Student” is defined as any person age 3-17 or any college student age 18-25 with a current college ID card. A discounted low income membership is available to youth who qualify (see Low Income Memberships)

“Senior” is defined as any person 60 years of age and older.

“2-Person” is defined as two adults (ages 18-59) who reside in the same household.

“Family” is defined as a parent, legally married parents, or guardian and all children (17 & under) and/or current college student(s) age 18-25 residing in the same household. This fee is established for up to five family members, with each added member costing an additional \$35.

“Corporate Member” – see Corporate/Business Membership Policy

CORPORATE MEMBERSHIP RATES*

Discount No. of Employees	Resident Rate 5 – 24	10% off 25 – 49	15% off 50 - 99	20% off 100 – 174	30% off 175+
------------------------------	-------------------------	--------------------	--------------------	----------------------	-----------------

*Corporate rates are a percentage deducted off of the City/SD rate based on the number of applications submitted upon start or renewal. New corporate memberships start at a 20% discount for the first year then are based on the number of memberships purchased at the time of renewal.

Daily Pass Rate:	\$10.00 per person aged three and up
Aquatics Area Only Day Pass Preapproved Groups:	\$5.00 per person
Daily Pass Punch Cards:	
5 Visit Daily Pass Punch Card	\$40.00
5 Visit Special Daily Pass Punch Card	\$25.00 for individuals or organizations that serve special needs populations.
Active Military & Immediate Family Day Pass	\$5.00 per person
Qualified Veteran Individual Day Pass	\$5.00 per person
Special Event Day Pass	\$3.00 - \$5.00 per person (depending on event)

SUMMER SPECIAL MEMBERSHIP

Summer Special Membership is a three month membership that starts between May 1st and July 1st and ends exactly three months from the start date. (Does not include access to outdoor Municipal Pool.)

Effective May 10, 2024	Resident/School District	Universal Member
Individual	\$115	\$170
Family	\$310	\$445

Medina Recreation Center Membership Exceptions

- A.** Members of any Medina City Board or Commission, as established in Part One, Title Seven of the Administrative Code of the City of Medina or created by ordinance of Council, may be permitted to purchase or renew their Medina Community Recreation Center membership at the City's corporate membership rate.
- B.** Low Income Memberships are available to youth who qualify for the National School Lunch Program, and apply a 50% discount to a youth, youth plus one adult, or a full family membership that includes the qualifying youth. The adult must be a parent or guardian of the qualifying youth.
- C.** Active Military qualifies for an annual membership discount of 15% off resident rates upon submission of verification paperwork. Active Military personnel on leave are eligible for two weeks free admission to the Recreation Center with dated verification of leave paperwork.
- D.** Challenged Individual Reduced Rate Verified mentally or physically challenged individuals shall be reviewed on a case by case basis and will be charged the Senior Rate.
- E.** Part-time Recreation Center Employees that work 10 or more hours per week are eligible for a free monthly membership.

REQUEST FOR COUNCIL ACTION

From: Greg Huber, Law Director

No. RCA 26-197-10/13

Date: October 5, 2026

Committee: Finance Committee

Subject: Proposed Amendment to Lease of 1969 Courthouse

Summary and background:

Proposed amendment to address the need to divide the electric bill proportionately. See attached.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ____ No X

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement ("***Amendment***") shall be effective as of [LONG DATE] by and between the Board of County Commissioners of Medina County ("***County***") and the City of Medina, Ohio ("***City***") (each a "***Party***" and collectively the "***Parties***").

WHEREAS, section 307.09 of the Ohio Revised Code authorizes a board of county commissioners to lease county-owned property to a municipal corporation of the State of Ohio for public purposes where such lease is consistent with the needs of the county for public use of the property, upon such terms as the board deems to be in the best interest of the county; and

WHEREAS, on October 3rd, 2023, the Parties executed a Lease Agreement for certain property, including the building known as the "***1969 Courthouse***" located at 93 Public Square, Medina, Ohio, 44256 ("***Lease Agreement***"), and an amendment to the Lease Agreement on June 25th, 2024, both of which provide that the City maintain separate meters for electric service for the 1969 Courthouse; and

WHEREAS, after renovations to the 1969 Courthouse and surrounding properties, the Parties discovered that the 1969 Courthouse cannot be separately metered for electrical service in compliance with the Lease Agreement.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease Agreement as follows:

Section 3.3 of the Lease Agreement shall now read:

City shall maintain separate meters for water and gas services for the areas of exclusive use identified in Exhibit A and shall be responsible for the associated and ongoing utility usage costs for that area. Due to the impracticality of separate metering for electric for the areas of exclusive use identified in Exhibit A, the City will be charged twenty percent (20%) of the overall monthly electric usage. The twenty percent (20%) is based on the City's proportionate share of occupied square footage within the building. Due to the impracticality of separate metering for the County Law Library area of the 1969 Courthouse and the shared use areas, the City shall pay all utility costs for the Medina County Law Library area, and the County shall pay for all utility costs in the shared use areas.

The Parties agree that all remaining terms of the Lease Agreement and the amendment dated June 25th, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement as of the date first written above.

COUNTY:
THE MEDINA COUNTY, OHIO, BOARD
OF COUNTY COMMISSIONERS

By: _____
COLLEEN M. SWEDYK, President

By: _____
AARON M. HARRISON

By: _____
STEPHEN D. HAMBLEY

Approved as to form and correctness:

MICHAEL K. LYONS, Assistant Prosecuting Attorney

CITY:
CITY OF MEDINA, OHIO

By: _____
JIM SHIELDS, Mayor

Approved as to form and correctness:

GREGORY A. HUBER, Director of Law

REQUEST FOR COUNCIL ACTION

No. RCA 26-198-10/13

FROM: Mayor Jim Shields

Committee: Finance

DATE: October 5, 2026

SUBJECT: \$39,654.97 for 2027 Hope Recovery Community Workforce Development Program

SUMMARY AND BACKGROUND:

Respectfully requesting Council appropriate \$39,654.97 to help support the Hope Recovery Community Hope Works workforce development program. The program will offer four tracks of workforce training to those in recovery.

Hope Works is HRC's workforce development program for individuals in recovery. The program continues to expand through construction trades, the Recovery Farm, Medina County Parks District, and peer-related employment opportunities at HRC, OGS, and Alternative Paths, alongside the peer recovery supports that help individuals successfully engage in and sustain employment.

City funds will be appropriated from OneOhio Opioid Funds account and will be disbursed to the Medina County Mental Health Recovery Board (MHRB fna ADAMH Board) on behalf of Hope Recovery Community.

Estimated Cost: \$39,654.97

Suggested Funding: 153-0771-52215

· Sufficient funds in Account No. 153-0771-52215

· Transfer needed from Account No.

to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: Ord./Res. Date:

REQUEST FOR COUNCIL ACTION

No. RCA 26-199-10/13

FROM: Mayor Jim Shields *js*

Committee: Finance

DATE: October 5, 2026

SUBJECT: Compensation Adjustment Request

SUMMARY AND BACKGROUND:

In October 2025, a request to review department head salaries was received by city council. Using municipal salary survey data, City of Medina salaries were compared to similar NE Ohio municipalities. After review, two department head positions stand out as being non-competitive and are being paid below current market rates. This request is to raise the pay ranges and salaries of the Economic Development Director and the Fire Chief.

The third requested adjustment is related to establishing a new Communications Department for the City of Medina. New positions and job descriptions were previously approved by city council for this new department with the understanding that pay rates would be established while reviewing the other department head positions.

Proposed Changes:

Respectfully requesting Council's consideration to approve an increase for the Director of Communications classification into the Salaries and Benefit Code section 31.05 and approve a change in the pay grade for this classification (retro to the first paycheck of 2026) to Pay Grade 17 A-F Step F (\$51.86).

Respectfully requesting Council's consideration to approve a change to the Economic Development Director classification under the Salaries and Benefit Code section 31.05 and approve an increase for the position to the pay grade 121 (range 98,964-115,462) for this classification with a requested salary of \$101,000 (retro to the first paycheck of 2026).

Respectfully requesting Council's consideration to approve a change to the Fire Chief classification under the Salaries and Benefit Code section 31.05 and approve an increase for the position to the pay grade 114 (range 123,528-148,234) for this classification with a requested salary of \$128,000 (retro to the first paycheck of 2026).

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: Ord./Res. Date:

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: October 6, 2026

SUBJECT: Bids: Job #1179 East Smith Reconstruction, Phase 1

NO. RCA 26-200-10/13COMMITTEE
REFERRAL: Finance

This request is for permission to advertise, bid and award the East Smith Reconstruction, Phase 1. This project will consist of removal and replacement of the existing pavement, water line, storm sewers, sanitary sewers and sidewalk on East Smith from just east of S. Jefferson to S. Harmony Street.

The engineer's estimate for this project is \$3,062,000. The City previously secured approval for a \$530,000 grant from the Ohio Public Works Commission (OPWC) for this project. In addition, Medina County will be responsible for the cost to replace the sanitary sewer. The funding split for construction will be as follows:

- OPWC Grant: \$465,645.52. *
- MCSE Share: \$478,000.00
- City (108): \$2,118,354.48
 - o TOTAL \$3,062,000.00

*Please note, we have already applied \$64,354.48 from the grant to pay the engineering costs for this project. There is a balance remaining on the grant of \$465,645.52.

Thank you for your consideration.

ESTIMATED COST: \$3,062,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number:	380 0672 54414 (OPWC Grant):	\$ 465,645.52
	108 0672 54414 (Medina County Share):	\$ 478,000.00
	108 0672 54414 (City Share):	\$2,118,354.48

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

NO. RCA 26-261-10/13

FROM: Patrick Patton

DATE: October 6, 2026

SUBJECT: Repealing and Replacing Ord. 72-26 Regarding an Engineering Agreement with the Wheeling & Lake Erie Railway

COMMITTEE

REFERRAL: Finance

On April 27, 2026 Council authorized a preliminary engineering agreement with the Wheeling & Lake Erie Railway (W&LE) for the City's State Road reconstruction project (Ord 72-26, attached). Subsequent to that approval, W&LE requested modifications to some of the language in that agreement.

This request asks Council to repeal Ord. 72-26 and replace it with a new ordinance authorizing the attached preliminary engineering agreement.

This project includes reconstruction of State Road) within railroad right-of-way at their grade crossing south of Smith Road. In order to be granted authorization to complete any work within their right-of-way, W&LE must review and approve the project plans. This agreement must be in place for W&LE to review these project plans.

Thank you for your consideration.

ESTIMATED COST: \$15,000.

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

* ORDINANCE TO *
BE REPEALED

ORDINANCE NO. 72-26

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

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

- SEC. 1: That the Mayor is hereby authorized and directed to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the State Road Reconstruction Project.
- SEC. 2: That a copy of the Preliminary Engineering Agreement is marked Exhibit A, attached hereto, and incorporated herein, subject to the Law Director's final approval.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 27, 2026

SIGNED: John M. Coyne, III
 President of Council

ATTEST: Kathy Patton
 Clerk of Council

APPROVED: April 28, 2026

SIGNED: James A. Shields
 Mayor

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE
 CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT
 THE FOREGOING IS A TRUE AND CORRECT COPY OF
 THE ORIGINAL AS FILED IN THE OFFICE OF THE
 CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO
 72-26
 April 27, 2026

Kathy Patton

~~* REVISED AGREEMENT~~

Project: MED-CR22-0.12 (State Road Improvements)
ODOT PID: 122984

WLE AKRON Subdivision Mile Post 139.52

Agreement No. _____

PRELIMINARY ENGINEERING AGREEMENT

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

EXPLANATORY CITYMENT

1. The CITY wishes to facilitate the development of plans for State Road Improvements (MED-CR22-0.12) over the RAILROAD's Akron Subdivision tracks at Mile Post 139.52, in the City of Medina in Medina County, OH. (the "Project").
2. The project work will include the following: 1) Installation of a new sixteen (16) inch water line (bore and jack operation) beneath the RAILROAD's tracks; 2) Removal and replacement of the existing asphalt pavement and deteriorated concrete pavement with full a depth concrete pavement section up to and adjacent to the existing concrete grade crossing panels; and 3) Installation of new concrete curb within existing roadway right of way, transitioning from a 6-inch curb height to a 0-inch curb height within the RAILROAD right of way. The existing concrete grade crossing panels, RAILROAD signals, and RAILROAD facilities will not be impacted or altered by this project. Pedestrian improvements across the existing grade crossing are not included in this project. The CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.

As coordinated by the Wheeling and Lake Erie Railway Company, the following items are included with this agreement:

- The City is responsible for any required drainage improvements within and around the surface. [Note: The State Road Improvements will be replacing the existing catch basins within the existing roadway right of way and will improve existing drainage in the corridor. No site grading or installation of drainage appurtenances within the RAILROAD right of way is required for this project.]
 - The City is responsible for any/all required signage for MUTCD/ADA compliance if required. This includes installation and future maintenance. [Note: This would apply to a future project with a formal sidewalk crossing. The proposed project referenced in this agreement will not impact MUTCD or ADA compliance.]
 - The City is responsible for any/all current and future sidewalk costs that fall within the RAILROAD right of way. [Note: The proposed project referenced in this agreement will not provide sidewalk or pedestrian crossing(s) through the existing grade crossing.]
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

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

1. Scope of Work

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

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

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

2. Reimbursement of RAILROAD Expenses.

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

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

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

2.4 Payment Terms

- 2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the "**Payment Schedule**," as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.
- 2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.
- 2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

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

- 3. Appropriations. The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.
- 4. Termination.
 - 4.1 By the CITY. The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.
 - 4.2 By RAILROAD. RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.

- 4.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.
5. Subcontracts. RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.
6. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RAILROAD: Wheeling & Lake Erie Railway Company
 100 East First Street
 Brewster, OH. 44613
 Attention: Jeffrey A. Davis, Jr.
 Manager of Real ECITY

If to the CITY: City of Medina
 132 N. Elmwood Avenue
 Medina, OH 44256
 Attn: Patrick Patton
 City Engineer

7. Project Construction. Nothing contained in this Agreement shall be deemed to constitute RAILROAD's approval of or consent to the construction of the Project.
8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. RAILROAD may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. RAILROAD shall consult with the CITY prior to assignment. Upon assignment of this Agreement by RAILROAD and the assumption by RAILROAD's assignee of RAILROAD's obligations under this Agreement, RAILROAD shall have no further obligations under this Agreement. The CITY shall not assign its rights or obligations under this Agreement without RAILROAD's prior written consent, which consent may be withheld for any reason.
11. Termination by Operation of Law. If engineering efforts covered under said agreement are not complete by June 30, 2028, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2028, and ending no later than June 30, 2030 until such time as engineering efforts covered under said agreement are complete. Said renewal is conditioned upon the CITY determining future appropriations will permit the CITY to renew said obligations.
12. Record Keeping Requirements. The RAILROAD shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. During the period covered by this contract and until the expiration of three years after final payment under this contract, the RAILROAD agrees to provide CITY, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the RAILROAD involving transactions related to this contract.
13. Conflicts of Interest
 - 13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
 - 13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
14. Equal Employment Opportunity
 - 14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

- 14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- 14.3 RAILROAD agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. RAILROAD shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the RAILROAD's compliance with Title VI.
15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally, RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.
16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.

19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
- 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
- 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.
23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.
24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.
25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.
26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.
27. Signatures. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

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

City of Medina, OH:

By: _____
James Shields
Mayor

Wheeling & Lake Erie Railway Company

By: _____
Print Name: _____
Title: _____

EXHIBIT A

PAYMENT SCHEDULE

Progress Payments

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

REQUEST FOR COUNCIL ACTION

No. RCA 26-202-10/13
Finance

FROM: Nino Piccoli
Water Department

DATE: October 7, 2026

SUBJECT: Purchase of (1) 2026 F-250 4X4 Standard Cab Ford Pick-Up Truck

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for the purchase of (1) 2026 F-350 4X4 Standard Cab Pick-up Truck with a 7.3L V-8 Engine Upon approval, this purchase will be made utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford for the total amount of \$48,393.81

Estimated Cost: \$48,393.81

Suggested Funding:

- sufficient funds in Account No. 513-0533-54417
- transfer needed from Account No.
To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

Council Action Taken:

Ord./Res.
Date:

October 6, 2026

City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256
Attn: Nino

Montrose Fleet Services
Montrose Ford, LLC
Fairlawn, Ohio 44333
Ken Ware

Quote

2027 Ford F250 4x4 Reg. Cab / 142" Wheelbase

Race Red Exterior

Med. Darl Slate Vinyl Interior

Preferred Equipment Pkg. – 600A

XL Trim

7.3L V8 Engine

10-Speed Automatic

LT245/75R17E BSW All-Terrain Tires

3.73 Electronic-Locking Axle

Platform Running Boards

10000# GVWR Pkg.

Pro Power Onboard – 400W

Snowplow Prep / Camper Pkg.

Trailer Brake Controller

Roof Clearance Lights

Upfitter Switches

350 AMP Alternator

Dual Battery

XL Chrome Pkg.

*Subject to being able to acquire from
another dealer

MSRP \$54,840.00

Fleet/Gov't Pricing \$48,352.81

Title/Temp Tag 41.00

Total \$48,393.81