CITY OF MEDINA
AGENDA FOR COUNCIL MEETING

October 26, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (October 13, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

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

Janet Newcomer – Feeding Medina County

Introduction and consideration of ordinances and resolutions.
Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 163-26, Ord. 164-26, Ord. 165-26, Ord. 166-26, Ord. 167-26, Ord. 168-26, Ord. 169-26, Ord. 170-26, Ord. 171-26, Ord. 172-26, Ord 173-26

Res. 163-26
A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor.

Ord. 164-26
An Ordinance authorizing the expenditure of $39,654.97 to the Medina County Mental Health Recovery Board (MHRB) to help support the 2027 Hope Works Workforce Development Program.

Ord. 165-26
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the East Smith Reconstruction, Phase 2 Project.

Ord. 166-26
An Ordinance authorizing the Mayor to enter into a Preliminary Engineering Agreement with the Wheeling & Lake Erie Railway and repealing Ordinance No. 72-26, passed April 27, 2026 pertaining to the State Road Reconstruction Project.

Ord. 167-26
An Ordinance authorizing the purchase of one (1) 2026 Ford F-250 Pick Up Truck from Montrose Ford to be used by the Water Department.

Ord. 168-26
An Ordinance repealing and replacing Ordinance No. 126-25, passed July 14, 2025 pertaining to the Annual Membership Rates for the Medina Community Recreation Center.

Ord. 169-26
An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Director of Communications, Economic Development Director and Fire Chief salaries.

Ord. 170-26
An Ordinance amending Ordinance No. 108-23, passed August 28, 2023, authorizing the Mayor to execute a Second Amendment to Lease Agreement between the Medina County Board of Commissioners and the City of Medina for the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse.

Ord. 171-26
An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget)

Ord. 172-26
An Ordinance authorizing the Finance Director to rollover certain advances.

Ord. 173-26
An Ordinance authorizing the Finance Director to make certain fund advances.

Council comments:

Adjournment.

Medina City Council Meeting

Meeting Minutes

October 13, 2026, 7:30 PM

Medina City Hall, Medina, OH.

Call to Order

The Executive Session, which met prior to Council, adjourned at 6:33 p.m. and Council Member Haire moved to adjourn the Finance Committee meeting at 7:30 p.m., seconded by Finance Committee Member Chet Simmons, and carried by voice vote. Council President John Coyne then called the October 13, 2026 Council meeting to order, and the Pledge of Allegiance was recited.

Roll Call

Present: Council President John Coyne, Councilmember Natalie Harjar-DiSalvo, Councilmember Regi Haire, Councilmember Edward Isabella, Councilmember Bill Lamb, Councilmember Chet Simmons, Absent: Councilmember Simpson.

Reading of minutes

Motion to approve the minutes of the September 28, 2026, meeting, as prepared and submitted by the Clerk, was made by Councilmember Haire and seconded by Councilmember Simmons. There was no discussion. The motion carried 6-0 on a roll call vote.

Reports of standing committees

Council President Coyne reported that the Finance Committee met prior to Council and will meet again in less than two weeks.

Councilmember Haire (Health, Safety and Public Properties) had nothing to report and was still working on scheduling a meeting for the end of the month.

Councilmember DiSalvo (Special Legislation) reported no meetings scheduled at this time but said a meeting will be held before the end of the council session this year.

Councilmember Isabella (Streets and Sidewalks), Councilmember Simmons (Water and Utilities), and Councilmember Lamb (Emerging Technologies) each reported no meetings and nothing to report.

Requests for council action

Council President Coyne read the requests for council action originating from Finance:

26-193 - Budget Amendments
26-194 - Fund Advance Request
26-195 - Resolution Accepting Amounts and Rates
26-196 - Amend MCRC Membership Rate Ordinance
26-197 - Proposed Amendment to Lease of the 1969 Courthouse
26-198 - Authorize Appropriation to 2027 Hope Recovery Community Program
26-199 - Amend Salaries and Benefits Code for Compensation Adjustments
26-200 - Bids for Job Number 1179, East Smith Reconstruction Phase 1
26-201 - Repeal, Replace Ordinance 72-26, Engineering Agreement with Railway
26-202 - Purchase of a 2026 F-250 pickup truck for the Water Department.

Reports of municipal officers

Mayor Jim Shields reported on several items:

- Lake Medina: The lake, owned by the City and managed by the Medina County Park District, has reopened following construction. A new paddle craft launch and fishing pier near the Granger Road trailhead includes two paddle craft launches, one of them ADA-accessible, and designated fishing areas. Approximately one mile of the Lake Medina Greenway Trail, from south of the pumphouse to

the Route 18 parking lot, was repaved. The projects were funded by a state capital improvement grant. The Mayor thanked Councilmember Haire, who attended the ribbon-cutting.

- The Lafayette: The Medina Metropolitan Housing Authority (MMHA) dedicated The Lafayette, an 11-unit supportive housing building on Lafayette Road. Ten individuals have moved in. The Mayor noted that Council and the administration pledged $70,000 in American Rescue Plan Act funds toward the project and described it as the next step in the continuum of housing options.
- Medina County Historical Society: The Society broke ground on October 2 on a new $1.2 million history center on the McDowell-Phillips House property on South Prospect Street, with completion expected in summer 2027.
- Court Street paving: Concrete work on Court Street from Homestead Street to Lafayette is complete. Milling and paving will begin October 19 on North Court Street at Homestead and proceed south toward Lafayette Road, and residents should plan for about two weeks, through at least the end of the month. The schedule depends on weather and staffing. Work near the Square will be done in the evenings, and work from the Square to Homestead and from Washington Street to Lafayette will be done during the day. Motorists to expect delays on North Court, Broadway, Elmwood, Huntington, and Jefferson Streets.
- Cups Collective: Members of Council and the administration served a community dinner on October 5 and will volunteer again on December 7. The public was invited to join.

Finance Director Dirham gave no report, noting that the last two items on the agenda originated with Finance and that he would address them at that time.

Law Director Gregory Huber, Police Chief Edward Kinney, and Chief Building Official Daniel Gladish each had no report.

Economic Development Director Kimberly Marshall announced five ribbon cuttings on Friday:

- 11:00 AM, The Soul Retreat massage and spa LLC, 120 West Washington Street, suite 325
- 1:00 PM, Cellar Stage, 120 West Washington Street, suite 50
- 2:00 PM, Zenvey Wellness, 23 Public Square, lower level, suite 3
- 3:00 PM, East to West Old World Market and Deli, 503 South Court Street, unit B
- Bella Moxie 2 collective, 139 North Court Street, which also celebrates Bella Moxie's five-year anniversary and its expansion into the adjacent space.

Communications Director Jarrod Fry reported on three matters:

- The America 250 Pumpkin Salute will be held October 24 from 6:00 to 9:00 PM on the east side of the Square. The deadline to register a pumpkin was extended from October 17 to October 21. The event includes a costume contest, exploding pumpkins, and games.
- Candidate forums were produced in partnership with the Greater Medina Chamber of Commerce, featuring 21 candidates and one November ballot issue. They are available on the City's YouTube page and the Medina TV Facebook page and will air on Medina TV starting the next day through election day.
- Questions for the City may be emailed to askmedina@medinaoh.org.

Parks and Recreation Director Jansen Wehrley reported on the following:

- A Request for Qualifications for playground design services for Jump Playground has drawn significant interest.
- Seasonal winterization of park restrooms will begin October 24.
- Forestry crews are installing fall trees and recently completed new installations on Blake Avenue.
- The Rec Center will hold a trick-or-treat trail on October 17 at Jump Playground to gauge interest in the project.
- Notifications will go out the next day to the public that signed up for deer management notifications. Visual deer surveys will be conducted October 15 and October 19 from 5:00 to 7:00 a.m., and drivers were asked to use caution during peak deer movement season.

Council President Coyne added that approximately 100 deer-vehicle accidents had been reported in the city as of the prior week, and Director Wehrley said there had been additional incidents over the weekend.

City Engineer Patrick Patton added that the Mayor's resurfacing schedule is highly weather-dependent and that the City will notify the public as soon as possible if it changes.

Fire Chief Larry Walters reported on the department's annual open house held the previous Saturday. Near-perfect weather and a strong turnout featured the fire safety trailer, a fire extinguisher trainer, and a Metro Life Flight display. He thanked Captain Steve Ingersoll for his work on the event.

Community Development Director Andrew Dutton reported two items:

- Medina County received funds for a countywide land use plan focused on preservation, guided growth, and strengthening communities. Director Dutton attended the first steering committee meeting as the City's representative, and the county is seeking public input through an online survey.
- Phase one of the Uptown Loop multi-purpose path is open, with a few items remaining to be completed. The path runs along the east side of Broadway Street from East Smith Road to East Friendship Street. It is a 0.3-mile extension of an existing path, bringing the total to 2.4 miles. It was funded by a $398,600 state capital budget grant and $81,400 from the City.

Confirmation of Mayor's appointments.

Council President Coyne presented, without objection, both appointments together: Jansen Wehrley and Lt. Scott Marcum to the Deer Management Program Advisory Committee.

> Motion to approve the Mayor's appointments of Jansen Wehrley and Lt. Scott Marcum to the Deer Management Program Advisory Committee was made by Councilmember Haire and seconded by Councilmember Simmons. The motion carried 6-0 on a roll call vote.

Confirmation of Council President's appointments.

Council President Coyne presented, without objection, both appointments together: John Coyne to the Deer Management Program Advisory Committee for a term expiring 12/31/27, and Bill Lamb to the Deer Management Program Advisory Committee for a term expiring 12/31/28.

> Motion to approve the Council President's appointments of John Coyne (term expiring 12/31/27) and Bill Lamb (term expiring 12/31/28) to the Deer Management Program Advisory Committee was made by Councilmember Haire and seconded by Councilmember Simmons. The motion carried 6-0 on a roll call vote.

Notices, communications and petitions.

There were none.

Liquor Permit:

> Motion not to object to the issuance of a new D-3 and C-1 permit to Keller Meats & Market LLC, 320 South Court Street 101, Medina, was made by Councilmember Haire and seconded by Councilmember Simmons. Councilmember Haire initially misspoke the motion as "not to approve" and corrected it to "not to object." The motion carried 6-0 on a roll call vote.

Unfinished business.

There was none.

Introduction of visitors.

Council President Coyne read the public comment guidelines: comments are directed to the chair, limited to approximately five minutes, and speakers should state their name and address.

Jody Robins, 535 North Broadway Street, executive director of the Medina County Convention and Visitors Bureau, asked four questions about jaywalking in connection with the ongoing OHM travel safety study:

- What measures are being taken to combat jaywalking?
- Is there a plan to hold jaywalkers accountable?

- When is the study expected to wrap up?
- What can be done in the meantime?

She expressed concern about the effect on tourism and noted that measures exist to ticket drivers who park too long but none appears to keep pedestrians from crossing in busy areas. Council President Coyne said the matter would be taken under advisement through the Police Department, noting that an ordinance regarding jaywalking is already on the books.

Stan Scheetz, 342 East Liberty Street, addressed several subjects:

- He requested full public accounting, within the next month or two or by year-end, of the costs of the new Medina Municipal Court, including construction and the furniture, fixtures, and equipment package, in the interest of transparency.
- He welcomed the opening of the Municipal Court and the preservation and repurposing of the 1969 Courthouse. He asked why the project was delayed from its December 2025 target to a September 2026 opening, including the delay after the building was approved around July 2026.
- He said he submitted nine recommendations in June 2026 for improving safety on Public Square, and only one, the removal of parking spaces on Route 42 and Route 18 to improve sight lines, had been implemented. Councilmember Lamb confirmed the parking space change. Mr. Scheetz stated the other recommendations had not come before Council or the Safety Committee. He noted that the OHM study, which he understood cost $25,000 or more, was received about a month earlier, and asked what it recommends in comparison with his suggestions.
- He welcomed the opening of the new Legacy Hotel, expressed doubts about its pricing relative to area competition, and observed that much of the construction was performed by contractors from outside the area.
- He noted few committee meetings during the first nine months of the Mayor's term and hoped for greater cooperation in the coming years.

Patty Stahl, 4114 Beck Road, owner of PJ Marley's and The Farmer's Table, echoed concerns about pedestrian safety on the Square, citing growing traffic, events, and out-of-town visitors unfamiliar with the crosswalks, and anticipated increases with the hotel opening. She described a pedestrian accident on the Square the previous week involving a first-time visitor to Medina. She suggested adding a crosswalk between Lemonberry and the railroad tracks, where the distance between existing crosswalks is large and many pedestrians cross.

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 155-26, Ord. 156-26, Ord. 157-26, Ord. 158-26, Ord. 159-26, Ord. 160-26, Ord. 161-26, Ord. 162-26

> Motion to suspend the rules requiring three readings on Ordinances 155-26 through 162-26 was made by Councilmember Haire and seconded by Councilmember Simmons. The motion carried 6-0 on a roll call vote.

Ord. 155-26

An Ordinance authorizing the Mayor to enter into a Hangar Lease Agreement (Non-Commercial with Construction Addendum) with Cold Stream Air Services, Inc. pertaining to construction of a ten-unit hangar facility at the Medina Municipal Airport. Ms. Haire moved for the adoption of Ordinance/Resolution No. 155-26, seconded by Mr. Simmons. Law Director Gregory Huber explained that the airport has a long list of pilots seeking hangar space and insufficient facilities. The agreement with Cold Stream Air Services, the airport's fixed-based operator, provides for a 10-unit hangar facility. The 45-year lease term is required to defray construction costs, which have nearly tripled in the last two years. Construction is expected to take about a year and a half, and many pilots are ready to move in. The roll was called and Ordinance/Resolution No. 155-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, and C. Simmons.

Ord. 156-26

An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances of the City of Medina, Ohio. Ms. Haire moved for the adoption of Ordinance/Resolution No. 156-26, seconded by Mr. Simmons. Council President Coyne explained that these are the routine annual replacement pages codifying the ordinances passed during the year. The roll was called and Ordinance/Resolution No. 156-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, and C. Simmons.

Ord. 157-26

An Ordinance authorizing the Mayor to enter into Task Order #3 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to the Airport Runway Edge Lighting Replacement. Ms. Haire moved for the adoption of Ordinance/Resolution No. 157-26, seconded by Mr. Simmons. City Engineer Patrick Patton explained that the edge lighting on both runways is over 40 years old and difficult to maintain because replacement parts are no longer available. The City was awarded an FAA grant covering 95% of the replacement cost. The ordinance authorizes Delta Airport Consultants to perform design work in preparation for a project next year. The roll was called and Ordinance/Resolution No. 157-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, and J. Coyne.

Ord. 158-26

An Ordinance authorizing the Mayor to enter into an agreement with Richard L. Bowen & Associates Inc. to conduct a City Hall, Police Department and Municipal Court facilities Feasibility Study. Ms. Haire moved for the adoption of Ordinance/Resolution No. 158-26, seconded by Mr. Simmons. City Engineer Patton explained that a committee reviewed consultant submittals, narrowed them to four, and interviewed those four. The committee determined that Richard L. Bowen & Associates was the most qualified and recommended approval of the contract. The roll was called and Ordinance/Resolution No. 158-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, J. Coyne, and N. DiSalvo.

Ord. 159-26

An Ordinance authorizing the expenditure of $75,000 to the Medina Metropolitan Housing Authority (MMHA) for 2027 operating of the Next Step-Up Shelter. Ms. Haire moved for the adoption of Ordinance/Resolution No. 159-26, seconded by Mr. Simmons. Mayor Shields explained that the City contributed $50,000 in 2026 toward operating costs of the Next Step-Up Shelter on Walters Road, and that MMHA requested a $25,000 increase. In the shelter's first 15 months or so, displaced City of Medina residents accounted for about 50% of those served. The funding consists of $25,000 from opioid funds and $50,000 from the general fund, contingent on Wadsworth, the county, and Brunswick contributing equal amounts. The Mayor reported that Brunswick has committed $90,000 and that the City is awaiting commitments from the county and Wadsworth. The roll was called and Ordinance/Resolution No. 159-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 160-26

An Ordinance authorizing the Mayor to grant two (2) easements to Columbia Gas of Ohio, Inc. to accommodate the City's North Huntington Street Reconstruction Project. Ms. Haire moved for the adoption of Ordinance/Resolution No. 160-26, seconded by Mr. Simmons. City Engineer Patton explained that Columbia Gas must relocate its lines to accommodate the reconstruction, and the two easements cover the frontage along North Huntington Street by Ray Mellert Park. The roll was called and Ordinance/Resolution No. 160-26 passed by the yea votes of B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

Ord. 161-26

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. 161-26, seconded by Mr. Simmons. Finance Director Dirham stated that the ordinance contains a number of amendments, mostly related to advances. The roll was called and Ordinance/Resolution No. 161-26 passed by the yea votes of C. Simmons, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 162-26

An Ordinance authorizing the Finance Director to make certain fund advances. Ms. Haire moved for the adoption of Ordinance/Resolution No. 162-26, seconded by Mr. Simmons. Finance Director Dirham explained that the ordinance provides an advance to cover the columbarium wall at the cemetery, to be repaid as the spaces are sold. The roll was called and Ordinance/Resolution No. 162-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, and C. Simmons.

Council comments:

Councilmember Simmons reminded the public that Friends of the Cemetery is hosting an arboretum walk at Spring Grove Cemetery on Saturday at 2:00, and that the cemetery photo competition continues through late October. Flyers are available in the rack in the chambers.

Councilmember Lamb thanked the members of the public who spoke and assured them that Council and the administration are working in a directed way to improve traffic flow and pedestrian safety on the Square. He

acknowledged that jaywalking is a serious concern and said additional mid-street crosswalks have been discussed. He stated that some issues should begin to be addressed before the hotel opens, though the broader traffic, pedestrian safety, and crosswalk issues will not all be resolved that soon. He acknowledged that the effort may have been long in coming and offered to meet individually with any of the speakers to review the specific items under way.

Adjournment.

There being no further business, Council President Coyne declared the meeting adjourned at 8:06 p.m.

_____

John M. Coyne, III, President of Council

_____

Kathy Patton, Clerk of Council

RESOLUTION NO. 163-26

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

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

SEC. 1: That the Resolution accepting the 2027 amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor is hereby accepted as provided by the Medina County Auditor.

SEC. 2: That a copy of the Resolution provided by the Medina County Auditor is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this 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

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

Res 163-26
Exh. A

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 Commission 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

ORDINANCE NO. 164-26

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF $39,654.97 TO THE MEDINA COUNTY MENTAL HEALTH RECOVERY BOARD (MHRB) TO HELP SUPPORT THE 2027 HOPE WORKS WORKFORCE DEVELOPMENT PROGRAM.

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

SEC. 1: That the expenditure of $39,654.97 to the Medina County Mental Health Recovery Board (MHRB – formerly ADAMH Board) to help support the 2027 Hope Works Workforce Development Program is hereby authorized.

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

SEC. 3: That the funds to cover this expenditure are available in Account No. 153-0771-52215 (OneOhio Opioid Fund).

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. 165-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE EAST SMITH RECONSTRUCTION, PHASE 2 PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1179, the East Smith Reconstruction, Phase 2 project in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of $3,062,000.00 is available as follows: $465,645.52 in Account No. 380-0672-54414 (OPWC Grant), $478,000.00 in Account No. 108-0672-54414 (Medina County Share), and $2,118,354.48 in Account No. 108-0672-54414 (City Share).

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

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 166-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PRELIMINARY ENGINEERING AGREEMENT WITH THE WHEELING & LAKE ERIE RAILWAY AND REPEALING ORDINANCE NO. 72-26, PASSED APRIL 27, 2026 PERTAINING TO THE STATE ROAD RECONSTRUCTION PROJECT.

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

SEC. 1: That Ordinance No. 72-26, passed April 27, 2026 is hereby repealed.

SEC. 2: That the Mayor is hereby authorized to enter into a new Preliminary Engineering Agreement with the Wheeling & Lake Erie Railway.

SEC. 3: That a copy of the Preliminary Engineering 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 considered in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

* REVISED AGREEMENT;

ORD. 166-26 Exh. A

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.

ORDINANCE NO. 167-26

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2026 FORD F-250 PICK UP TRUCK FROM MONTROSE FORD, TO BE USED BY THE WATER DEPARTMENT.

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts.

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

SEC. 1: That the purchase of one (1) 2026 Ford F-250 4x4 Standard Cab Pickup Truck with a 7.3 L V8 Engine utilizing the CUE, Community University Education Purchasing Contract is hereby authorized for the Water Department.

SEC. 2: That the funds to cover this purchase, in the amount of $48,500.00, are available in Account No. 513-0533-54417.

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

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 168-26

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 126-25, PASSED JULY 14, 2025 PERTAINING TO THE ANNUAL MEMBERSHIP RATES FOR THE MEDINA COMMUNITY RECREATION CENTER.

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

SEC. 1: That the new annual membership rates for the Medina Community Recreation Center shall be as set forth, marked Exhibit A attached hereto and incorporated herein.

SEC. 2: That the effective date of the new membership fees is January 1, 2027.

SEC. 3: That Ordinance No. 126-25, passed July 14, 2025 is hereby repealed.

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

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

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

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

SIGNED: _____
Mayor

Effective date: January 1, 2027

EX-h. A NEW

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

ORD. 168-24

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.

ORDINANCE NO. 169-26

AN ORDINANCE AMENDING SECTION 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE DIRECTOR OF COMMUNICATIONS, ECONOMIC DEVELOPMENT DIRECTOR AND FIRE CHIEF SALARIES.

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 Communications Department:

COMMUNICATIONS DEPARTMENT

Number	Classification	Steps Authorized
1	Director of Communications	**16 A-F**

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 Community Development Department:

COMMUNITY DEVELOPMENT DEPARTMENT

Number	Classification	Steps Authorized
1	Economic Development Director	Pay Grade **112**

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 Fire Department:

FIRE DEPARTMENT

Number	Classification	Steps Authorized
1	Fire Chief	Pay Grade **121**

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

SEC. 1: 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 Communications Department:

COMMUNICATIONS DEPARTMENT

Number	Classification	Steps Authorized
1	Director of Communications	**17 A-F**

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 Community Development Department:

COMMUNITY DEVELOPMENT DEPARTMENT

Number	Classification	Steps Authorized
1	Economic Development Director	Pay Grade **121**

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 Fire Department:

FIRE DEPARTMENT

Number	Classification	Steps Authorized
1	Fire Chief	Pay Grade **114**

SEC. 4: **That these salary changes apply retroactively to the first paycheck of 2026.**

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

SIGNED: _____
Mayor

ORDINANCE NO. 170-26

AN ORDINANCE AMENDING ORDINANCE NO. 108-23, PASSED AUGUST 28, 2023, AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE MEDINA COUNTY BOARD OF COMMISSIONERS AND THE CITY OF MEDINA FOR THE LEASE OF A PORTION OF THE MEDINA COUNTY COURTHOUSE COMPLEX KNOWN AS THE 1969 COURTHOUSE.

WHEREAS: Both parties entered into an Amendment to Lease Agreement, Ord. No. 134-24, passed July 8, 2024, amending Ord. 108-23, passed August 28, 2023 regarding the Lease Agreement between Medina County Board of Commissioners and the City of Medina, for the operation of the Medina Municipal Court.

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, thus requiring the Second Amendment to the Lease.

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

SEC. 1: That the Mayor is hereby authorized to execute a Second Amendment to Lease Agreement between the City of Medina, Ohio and the Medina County Board of Commissioners pertaining to the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the purpose of operating the Medina Municipal Court and amending Ordinance No. 108-23, passed August 28, 2024.

SEC. 2: That a copy of the Second Amendment to Lease 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 considered in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

ORD. 170-21
Exh. A

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement ("***Amendment***") shall be effective as of October 1, 2026, 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 or about October 23rd, 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 on or about June 25, 2024, the Parties amended the Lease Agreement, and both the Lease Agreement and Amendment 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

ORDINANCE NO. 171-26

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:

Account No./Line Item	Additions
001-0707-56615	6,581,163.50 *
001-0704-50111	20,000.00 *
001-0704-51121	3,000.00 *
001-0704-51122	4,000.00 *
001-0704-51126	300.00 *
001-0704-52225	20,000.00 *
001-0743-51122	8,500.00 *
106-0101-56615	5,000,000.00 *
107-0110-50111	75,000.00 *
109-0402-56615	300,000.00 *
109-0652-56615	9,375.00 *
147-0652-56615	168,750.00 *
147-0659-56615	469,038.50 *
147-0670-54411	137,750.00 *
153-0771-52215	25,000.00 *
169-0716-56615	5,000,000.00 *
301-0707-52226	160,000.00 *
301-0716-56615	3,000,000.00 *
380-0672-56615	530,000.00 *
380-0690-56615	490,000.00 *
389-0301-53322	8,000.00 *
514-0543-56615	500,000.00 *
547-0650-56615	935,000.00 *
547-0670-54411	7,250.00 *
637-0920-56615	100,000.00 *
821-0230-56615	100,000.00 *
939-0430-56615	10,000.00 *
574-0303-53322	7,300.00

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

Account No./Line Item	Reductions
574-0303-50111	7,300.00 *

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

SIGNED: _____
Mayor

ORDINANCE NO. 172-26

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ROLLOVER CERTAIN ADVANCES.

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

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

- $9,375.00 from the General Fund (#001) to the Grants Fund (#109)
- $300,000.00 from the General Fund (#001) to the Grants Fund (#109)
- $150,000.00 from the General Fund (#001) to the Fed Airport Grant Fund (#147)
- $319,038.50 from the General Fund (#001) to the Fed Airport Grant Fund (#147)
- $3,000,000.00 from the General Fund (#001) to the Courthouse – BANS Fund (#301)
- $530,000.00 from the General Fund (#001) to the Grant Fund (#380)
- $490,000.00 from the General Fund (#001) to the Grant Fund (#380)
- $500,000.00 from the General Fund (#001) to the Sanitation Fund (#514)
- $235,000.00 from the General Fund (#001) to the Airport Fund (#547)
- $300,000.00 from the General Fund (#001) to the Airport Fund (#547)
- $400,000.00 from the General Fund (#001) to the Airport Fund (#547)
- $100,000.00 from the General Fund (#001) to the Agency Fund (#637)
- $100,000.00 from the General Fund (#001 to the Cemetery Improvement Fund (#821)
- $10,000.00 from the General Fund (#001) to the Bd./Bldg. Standards Fund (#939)
- $5,000,000.00 from the Police Fund (#106) to the Courthouse – BANS Fund (#169)

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

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

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 173-26

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:

- $137,750.00 from the General Fund (#001) to the Fed Airport Grant Fund (#147)

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

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

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

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

SIGNED: _____
Mayor