

NOTE: Streets & Sidewalks will meet at 5:30 p.m. prior to Finance Committee

FINANCE COMMITTEE AGENDA

October 27, 2025

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 25-206-10/14 – Cell Tower Lease Amendment
3. 25-207-10/27 – Rollover Outstanding Advances – TIF Fund
4. 25-208-10/27 – Fund Advance Request
5. 25-209-10/27 – Rollover Outstanding Advances
6. 25-210-10/27 – Budget Amendments
 - a. #2025-041
7. 25-211-10/27 – Donation of Furniture – Municipal Court
8. 25-212-10/27 – Amend Res. 131-25 – CCA Grant – Municipal Court
9. 25-213-10/27 – Grant Application – Body Worn Cameras – Police
10. 25-214-10/27 – Temporary Easement for Medina County Sanitary Engineers
11. 25-215-10/27 – Engineering Design Services – State Rd. Reconstruction, Ph. 3
12. 25-216-10/27 – Notice of Intent – W. Liberty/S. Elmwood/W. Washington Water Line
13. 25-217-10/27 – Amend Ord. 109-25 – Medina Railroad Repairs
14. 25-218-10/27 – Donation of Land, PPN #028-19B-08-010, 4510 Weymouth Rd.
15. 25-219-10/27 – 2026 Blanket PO – Huntington National Bank – IT
16. 25-220-10/27 – 2026 Blanket PO – Technology Engr. Group – IT – Phones
17. 25-221-10/27 – 2026 Blanket PO – Technology Engr. Group – IT

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 25-207-10/27 – Rollover Outstanding Advances – TIF Fund
- 25-208-10/27 – Fund Advance Request
- 25-209-10/27 – Rollover Advances
- 25-210-10/27 – Budget Amendments
- 25-211-10/27 – Donation of Furniture – Muni Court
- 25-212-10/27 – Amend Res. 131-25 – CCA 2.0 Grant – Court
- 25-213-10/27 – Grant Application – Body Worn Cameras – Police
- 25-214-10/27 – Temporary Easement – Medina County Sanitary Engineers
- 25-215-10/27 – Engineering Design Services – State Rd. Reconstruction, Ph. 3
- 25-216-10/27 – Notice of Intent – W. Liberty-S. Elmwood-W. Washington Water Line
- 25-217-10/27 – Amend Ord. 109-25 – P.O. 2025-1003 – Railroad Repairs
- 25-218-10/27 – Donation of Land – PP#028-19B-08-010, 410 Weymouth Rd.
- 25-219-10/27 – 2026 Blanket PO – Huntington National Bank – IT
- 25-220-10/27 – 2026 Blanket PO – Technology Engineering Group – IT Phones
- 25-221-10/27 – 2026 Blanket PO – Technology Engineering Group – IT

10/27/25

REQUEST FOR COUNCIL ACTION

From: Greg 1-faber

No. REA 25-206-10/14

Date: 10/14/25

Committee: Finance

Subject: Amendment to Cell Tower
lease

Summary and background:

Attached is a negotiated amendment to the American Tower lease with the City of Medina. A special council approval for Mayor to sign the amended lease.

Lease extends 5yr options
Revd \$10,000 signing bonus
rent increases - annually by 4%
12,000 sq ft. lease area.
25% from any sub-tenants
move access rd

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ☐ No ☒

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

10/14/25 Hold next finance mtg

Ord./Res.:

Date:

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Medina** ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Ten thousand and xx/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 31, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease executed by Landlord. In the event that Tenant elects to pay the one-time payment prior to the satisfaction of any of the conditions precedent, Landlord shall still be required to comply with items (a) through (d) above and the other terms and conditions of this Amendment shall apply and be binding upon issuance of such payment by Tenant.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of August 31, 2029 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.

3. **Additional Ground Space.**

- a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, effective as of the Effective Date (as defined below) Landlord hereby leases to Tenant approximately an additional **one thousand two hundred twenty-four square feet (1,224 sq. ft.)** of land (the **"Expanded Lease Area"**). The Expanded Lease Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use the Expanded Lease Area in the same manner that Tenant is permitted to use the Leased Premises. After the Effective Date, the Expanded Lease Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Lease Area.
- b. Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Lease Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Lease Area. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Lease Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Lease Area. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Lease Area in conducting these activities.

4. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **two thousand two hundred and xx/100 Dollars (\$2,200.00)** per month (the **"Rent"**). Commencing on September 1, 2025 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **four percent (4%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **"City of Medina"**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

5. **Revenue Share.**

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty-five percent (25%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the **"Additional Collocator"**) subsequent to the Effective Date (any such amounts, the **"Collocation Fee"**). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the **"Tower"**), or for costs, expenses, fees, or other charges incurred or

associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Relocation of Access Easement.** Following the Effective Date of this Amendment, Landlord shall have the one-time right to request relocation of the access easement and an amendment to the existing legal description of the access easement described in the attached Exhibit A at Landlord's sole expense, upon no less than thirty (30) days written notice to Tenant ("**Written Notice**"). The proposed location of the new access easement is depicted in **Exhibit C** (the "**Proposed Access Easement**"), which is acceptable to Tenant, but have not yet been approved by the subtenants, which approval is required. Along with the Written Notice, Landlord shall provide a copy of the survey and legal description depicting the Proposed Access Easement. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the Proposed Access Easement,

specifically any regulations as they pertain to wireless telecommunications facilities. Following Landlord's request to proceed with the relocation, Tenant shall promptly request approval from its subtenants and shall in good faith endeavor to provide a response within 90 days of Landlord's request. The Proposed Access Easement shall provide access to the Leased Premises of the same or similar quality and accessibility as exists on the Effective Date hereof and shall be at least fifteen (15) feet wide. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day, 7 days a week. Following subtenant approval, the Parties agree to prepare and execute an amendment to the Lease and Memorandum of Lease for the purpose of revising the existing legal description of the access easement as described in the attached Exhibit A. Landlord shall be responsible for the costs of recording the new Memorandum of Lease. If Landlord or Tenant files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

7. **Notices.** The Parties acknowledge and agree that Section 19 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: Mayor and Law Director, 132 N. Elmwood Ave., Medina, OH 44256; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Deletions.** The Parties acknowledge and agree that Section 10(b) of the Lease and the last sentence in the first paragraph of Section 12 are hereby deleted in their entirety and are of no further force and effect.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

**City of Medina,
an Ohio municipal corporation,**

Signature: _____

Print Name: _____

Title: Mayor

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: Senior Counsel

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

and known as being part of Medina City Lot Number 3250
being further bounded and described as follows:

Beginning at the Southeast corner of Medina City Lot 3250, said point being in the Westerly right-of-way line of South Court Street, S.R. 3, 60 feet wide; and the principal place of beginning of the parcel described herein;

Thence N-89°58'08"-W, along the South line of Medina City Lot 3250, 208.00 feet to a point;

Thence N-00°09'58"-E, 184.00 feet to a point;

Thence S-89°58'08"-E, 208.00 feet to a point in the Westerly right-of-way line of South Court Street;

Thence S-00°09'58"-W, along the Westerly right-of-way line of South Court Street, 184.00 feet to the principal place of beginning and containing 0.8786 acres of land as surveyed in October 1979 by Thomas A. Cunningham, Registered Surveyor No. 5274.

Now known as being the whole of Medina City Lot 4811.

Being situated in the County of Medina, State of Ohio, and being known as
Medina County APN: 028-19C-20-096.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements.

This is a description for AT&T Wireless Services of an area to be leased from The City of Medina, (the Grantor) as recorded in (OR-38, pg.789) of the Medina County Records in City Lot 3250 in the City of Medina, Medina County, Ohio, which is further described as follows:

Note: The angular variation between lines is based upon an Azimuth North from a Solar Observation, +/- 30°, all pins called out as set are 3/8" x 30" ReBars..

Beginning at a steel pin set at the Southeast corner of the said Lease Site on the South line of the lands of the Grantor, said line also being the South line of said City Lot 3250, and being 270° 08' 20" a distance of 133.35' from the Southeast corner of said City Lot 3250;

Thence continuing with the said South line of the lands of the Grantor, 270° 08' 20" a distance of 74.65' to a steel pin recovered at the Southwest corner of the said lands of the Grantor;

Thence with the West line of the said lands of the Grantor, 0° 04' 11" a distance of 70.00' to a set steel pin;

Thence through the said lands of the Grantor with the following two (2) courses;

(1) 90° 08' 54" a distance of 78.08' to a set steel pin;

(2) 181° 13' 39" a distance of 70.00' to the point of Beginning.

This tract contains 6274.67 square feet or 0.121 acres more or less.

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

EXPANDED LEASE AREA

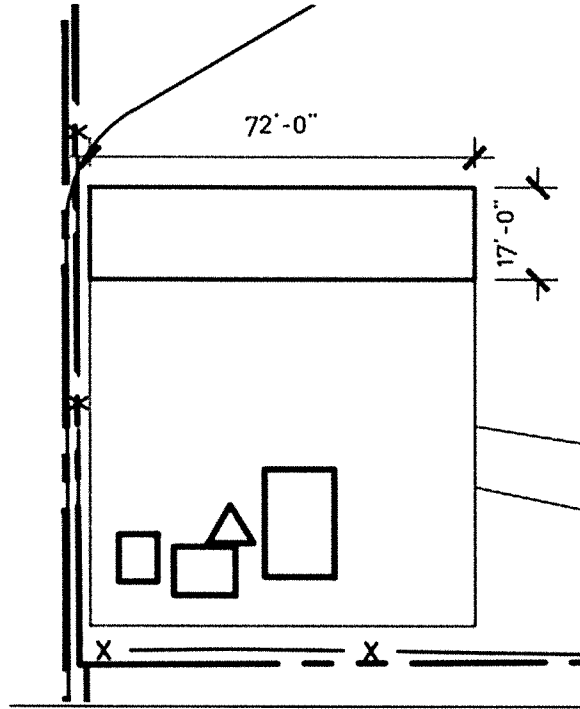
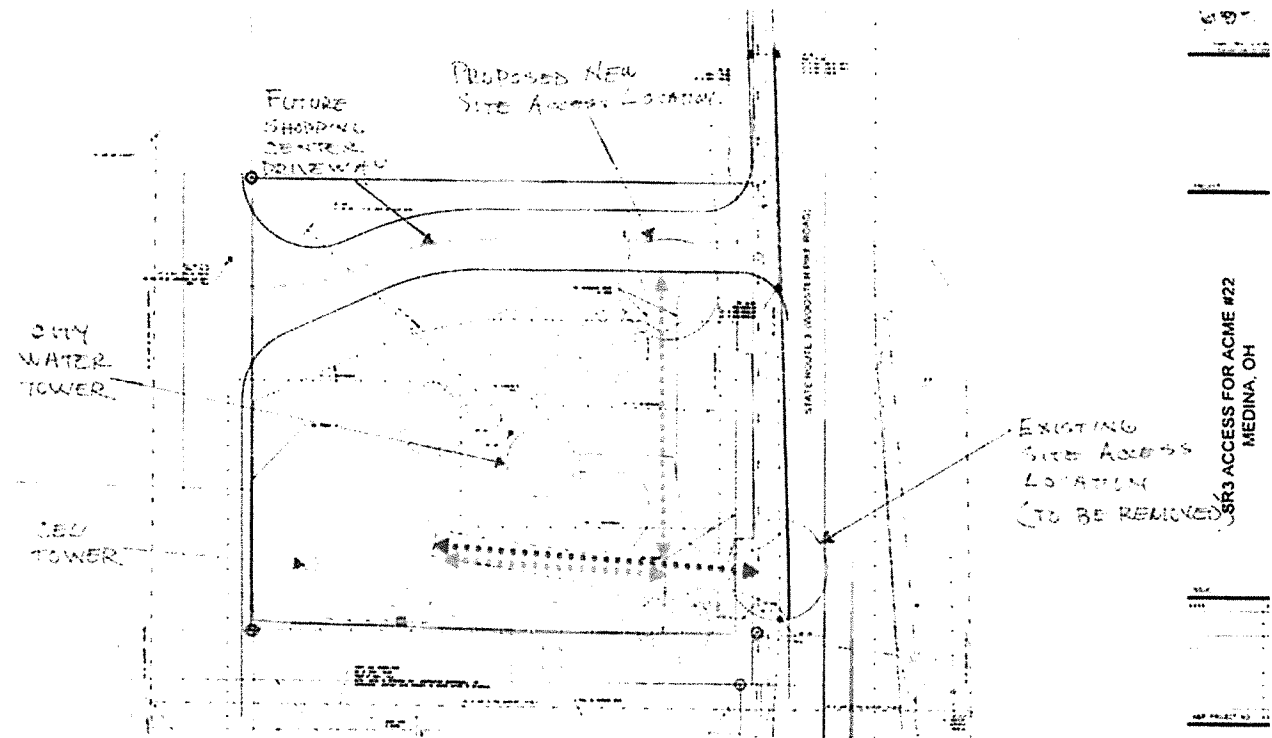


EXHIBIT C

PROPOSES ACCESS EASEMENT



Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 50745
ATC Site Name: MEDINA OH
Assessor's Parcel No(s): 028-19C-20-096

Prior Recorded Lease Reference:

Vol 2000OR Bk 000385
State of Ohio
County of Medina

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **City of Medina ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 2, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2065. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Expanded Lease Area/ Additional Areas.** The Landlord has granted to Tenant an Expanded Lease Area by approximately one thousand two hundred twenty-four (1,224) square feet as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of

ATC Site No: 50745
Site Name: MEDINA OH

Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO BOX 703, MEDINA, OH 44258-0703; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**City of Medina,
an Ohio municipal corporation**

Signature: _____
Print Name: _____
Title: Mayor
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, Mayor, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

REQUEST FOR COUNCIL ACTION

NO. RCA 25-207-10/27

Committee: Finance
& Council

FROM: Keith Dirham, Finance Director
 Lori Bowers, Deputy Finance Director
 DATE: 10/21/2025
 SUBJECT: Rollover of Outstanding Advances - TIF Fund

SUMMARY AND BACKGROUND:

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

Advance From;	Advance To:	Amount	Purpose
(#390) Downtown Redevelopment TIF Fund	General Fund (#001)	\$3,125,200.00	To repay the advances authorized in 2024.

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

Advance From;	Advance To:	Amount	Purpose
General Fund (#001)	(#390)- Downtown Redevelopment TIF Fund	\$3,094,200.00	Advance to the TIF fund needed to cover expenditures until the City receives reimbursement from the TIF district.

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the TIF district

Estimated Cost: \$3,125,200 from the TIF Fund
 \$3,094,200 from General Fund

Suggested Funding: See above.

Sufficient Funds in Account

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

NEW APPROPRIATION needed in Account No.:

refer to appropriation #2025-041

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
 Committee Action/Recommendation:

Council Action Taken:

Ord/Res.
 Date:

Ord 181-25
10/27/25

REQUEST FOR COUNCIL ACTION

No. PCA 25-208-1927

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: October 14, 2025
SUBJECT: Advance Request

Committee: Finance +
Council

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)	Grant Fund (#380)	\$530,000	OPWC-E Smith Rd, Ph 2
General Fund (#001)	Grant Fund (#380)	\$485,150	OPWC-Blake Ave Reconstruction
General Fund (#001)	Grant Fund (#380)	\$490,000	OPWC – Medina St Bridge
General Fund (#001)	Airport (#147)	\$285,788.50	FAA grant for snow plow equipment

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency and / or when the fund has enough to repay.

Estimated Cost: \$1,790,938.50 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

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

NEW APPROPRIATION needed in Account No.: 001-0707-56615

refer to app:2025-041

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Date: Ord./Res.

Ord. 182-25
10-27-25

REQUEST FOR COUNCIL ACTION

NO. RCA 25-204-1/27

Committee: Finance + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: 10/17/2025
SUBJECT: Rollover of Outstanding Advances

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to **rollover** the following advances:

Advance From;	Advance To:	Amount	Purpose
General Fund (#001)	125-CDBG-Allocation	\$150,000.00	To rollover the advance initially authorized in 2023 for the PY 23 CDBG-Allocation grant (125-0452)
General Fund (#001)	127-CHIP-LAP	\$60,000.00	To rollover the advance initially authorized in 2024 for the PY 23 CHIP-LAP grant (127-0463)
General Fund (#001)	138-CDBG-CHIP Fund	\$229,000.00	To rollover the advance initially authorized in 2023 for the PY 22 CDBG-CHIP grant (138-0462)
General Fund (#001)	139-HOME-CHIP Fund	\$446,000.00	To rollover the advance initially authorized in 2023 for the PY 22 HOME-CHIP grant (139-0462)
General Fund (#001)	Grants Fund (#109)	\$9,375	To rollover the advance initially authorized in 2022 for the Airport Narrative / ALP Update project 109-0652
General Fund (#001)	Fed Airport Grant Fund(#147)	\$150,000	To rollover the advance initially authorized in 2020 for the Airport Obstruction Removal Study project 147-0659
General Fund (#001)	Fed Airport Grant Fund(#147)	\$168,750	To rollover the advance initially authorized in 2022 for the Airport Narrative / ALP Update project 147-0652
General Fund (#001)	Airport Fund (#547)	\$235,000.00	To rollover the advance initially authorized in 2012 to cover negatives in the Airport Fund 547-0650
General Fund (#001)	Airport Fund (#547)	\$300,000.00	To rollover the advance initially authorized in 2012 to help pay for a jet fuel tank and dispensing system.547-0650
General Fund (#001)	Airport Fund (#547)	\$400,000.00	To rollover the advance initially authorized in 2019.547-0650
General Fund (#001)	Agency (#637)	\$100,000.00	To rollover the advance initially authorized in 2023 to cover shortfalls (#637-0920)
General Fund (#001)	Cemetery Improvement (#821)	\$100,000.00	To rollover the advance initially authorized in 2023 to cover shortfalls (#821-0230)
General Fund (#001)	Bd/Bldg Standards (#939)	\$10,000.00	To rollover the advance initially authorized in 2023 to cover shortfalls (#939-0430)

These advances (for the grant funds) are necessary to cover expenditures until the City recives reimbursment from the grantor agency.

Estimated Cost: \$2,358,125 from General Fund
\$ 0 from Street/Stromwater Fund
Suggested Funding: See above.

Sufficient Funds in Account

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

NEW APPROPRIATION needed in Account No.: refer to appropriation #2025-041

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord/Res.
Date:

Ord. 183.25
10/27/25

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 25-210-10/27
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2025-041
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0707-56615	Gen admin - adv out	7,243,263.50		x	Advances/rollovers
		001-0723-50111	csc - wages	4,000.00		x	csc - to cover acct
		001-0723-50114	csc-holiday	500.00		x	csc - to cover acct
		001-0723-51126	csc-medicare	100.00		x	csc - to cover acct
		104-0301-53313	parks - operating	233.85		x	mini melts - rev sharing
		104-0310-52215	9/11 memorial - contract svcs	1,500.00		X	Clear negative
		109-0652-56615	adv out airport - alp update	9,375.00		x	rollover adv
		109-0705-50111	probation supervision grant	92,527.00		x	probation supervision grant
		109-0705-50114	probation supervision grant	4,000.00		x	probation supervision grant
		109-0705-50115	probation supervision grant	10,000.00		x	probation supervision grant
		109-0705-50116	probation supervision grant	5,000.00		x	probation supervision grant
		109-0705-50117	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51121	probation supervision grant	10,000.00		x	probation supervision grant
		109-0705-51122	probation supervision grant	28,000.00		x	probation supervision grant
		109-0705-51123	probation supervision grant	500.00		x	probation supervision grant
		109-0705-51126	probation supervision grant	500.00		x	probation supervision grant
		109-0705-52211	probation supervision grant	1,000.00		x	probation supervision grant
		109-0705-53311	probation supervision grant	2,000.00		x	probation supervision grant
		109-0757-50111	Veteran's Court - Wages	33,100.00		x	Veteran's court Grant
		109-0757-50114	Veteran's Court - holiday	1,400.00		x	Veteran's court Grant
		109-0757-50115	Veteran's Court - Vacation	5,000.00		x	Veteran's court Grant
		109-0757-50116	Veteran's Court - Sick	1,000.00		x	Veteran's court Grant
		109-0757-51121	Veteran's Court - Retirement	6,000.00		x	Veteran's court Grant
		109-0757-51122	Veteran's Court - Hosp	16,000.00		x	Veteran's court Grant
		109-0757-51123	Veteran's Court - WC	300.00		x	Veteran's court Grant
		109-0757-51126	Veteran's Court - medicare	700.00		x	Veteran's court Grant
		109-0757-51129	Veteran's Court - Personal svc	1,500.00		x	Veteran's court Grant
		109-0757-52226	Veteran's Court - Prof Svcs	10,000.00		x	Veteran's court Grant
		125-0452-50111	PY23 allocation grant	378.33		x	PY23 grant - addl admin funds not used by Kleinfelder
		125-0452-51121	PY23 allocation grant	148.07		x	PY23 grant
		125-0452-53311	PY23 allocation grant	185.09		x	PY23 grant
		125-0452-53315	PY23 allocation grant	3,295.56		x	PY23 grant
		125-0452-56615	PY23 Allocation - adv out	150,000.00		x	PY 23 grant - rollover
		127-0463-56615	PY23 CHIP-LAP adv out	60,000.00		x	PY23 Chip lap - rollover
		129-0462-56615	PY22 OHTF	25,000.00		x	PY22 OHTF repay adv
		138-0460-56615	PY20 grant	245,280.00		x	PY20 grant repay adv
		138-0462-56615	PY22 cdbg-chip adv out	229,000.00		x	PY 22 grant - rollover
		139-0460-52215	PY20 grant	3,731.00		x	PY20 grant
		139-0460-56615	Adv out - PY20	454,720.00		x	PY20 grant - repay adv
		139-0462-56615	py22 home-chip adv out	446,000.00		x	PY 22 grant - rollover
		143-0748-52214	Econ dev - advertising	1,000.00		x	donation for visitor guides from main st medina
		147-0652-56615	faa adv out	168,750.00		x	faa - rollover
		147-0659-54413	fy25 airport - eq	285,788.50		x	faa - snowplow eq
		147-0659-56615	Faa adv out	150,000.00		x	faa - rollover
		169-0716-54412	Bldg - muni court	16,369.24		x	courthouse project

184-25

		301-0716-54412	Bldgs - muni court	16,461.12		x	courthouse project
		380-0672-54414	OPWC-Smith Rd Ph2	530,000.00		x	E smith rd, ph2
		380-0674-54414	OPWC - Blake Ave	485,150.00		x	Blake Ave Reconstruction
		380-0690-54414	OPWC - Medina St Bridge	432,229.95		x	Medina St Bridge project
		390-0645-56612	Tif - refund to schools	19,506.79		x	TIF pmts to schools
		390-0645-56615	tif - adv out	3,125,200.00		x	repay and adv new amt for TIF
		418-0718-56611	SA bond transfer	425,336.79		x	trsf to 428 fund
		547-0650-56615	airport - adv out	935,000.00		x	airport - rollovers
		547-0659-54411	airport	1,000.00		x	airport grant
		547-0659-54413	airport - eq	15,000.00		x	airport grant
		637-0920-56615	adv out - agency	100,000.00		x	rollover
		821-0230-56615	adv out - cem improv	100,000.00		x	rollover
		939-0430-56615	adv out - bd/bldg stndrds	10,000.00		x	rollover
108-0610-54411	st repair - land improv	108-0672-54414	e smith st construction	1,019,765.00	x		E smith rd, ph2
108-0610-54414	st repair - land improv	108-0674-54414	Blake Ave Reconstruction	315,850.00	x		Blake Ave project
108-0610-54411	st repair - land improv	108-0690-54414	Medina St Bridge	244,770.05	x		Medina St Bridge
574-0303-50111	muni pool - wages	574-0303-53313	muni pool - operating	2,200.00	x		clear negative
676-0746-50111	veh maint - wages	676-0746-53322	veh maint - maint of facil	10,000.00	x		clear negative
			Total increases to fund:	15,922,529.79			
			Total reductions to fund:	1,592,585.05			
			Total transfers within fund:				

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers DATE: 10/17/2025

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____ DATE: _____

COUNCIL/COMMITTEE ACTION:

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

CLERK OF COUNCIL/DATE

ORD. NO. 184-25
10/27/25

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

REQUEST FOR COUNCIL ACTION

No. PCA 25-211-10/27

FROM: Medina Municipal Court
DATE: October 8, 2025
SUBJECT: Donation of Furniture

Committee: Finance

SUMMARY AND BACKGROUND:

Medina Municipal Court is seeking Council's approval regarding the donation of furniture items to Wadsworth Municipal Court. These items will be no longer required by the Municipal Court once the move to the renovated courthouse project is completed.

Some of the items to be donated to Wadsworth Municipal Court:

Filing Cabinets
Jury Table
Chairs
Metal Desk

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: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 25-212-10/27

FROM: Medina Municipal Court

Committee: Finance

DATE: October 8, 2025

SUBJECT: Amend Resolution No. 131-25 CCA 2.0 Grant

SUMMARY AND BACKGROUND:

CCA 2.0 Grant award amount has been increased to \$458,789.00 for fiscal years 2025 through 2027. Previous grant amount awarded was \$427,324.00. This increase would amend Resolution No. 131-25 signed by Mayor Hanwell on August 26, 2025.

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: YES

Reason: Grant funds are in ~~hold~~ until agreement is signed.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Addendum to Community-Based Corrections Subsidy Grant Agreement

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Medina Municipal Court Probation Department (name of organization) located at 135 North Elmwood Dr Medina, Ohio 44256 (address). ODRC and the Grantee entered into an agreement **effective the original date of approval**. ODRC and the Grantee now desire to amend the original fiscal year 2026/2027 Community Corrections Grant Agreement to modify the award amounts as listed below and add paragraphs 27 and 28:

	Base Award	PSI Award	Incentive Award	Addendum Increase	Addendum Decrease	New Total Award
CCA 2.0	\$427,324.00	\$0.00	\$0.00	\$31,465.00	\$0.00	\$458,789.00
TCAP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PSG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This addendum shall be effective on the date of the last signature. Total expenditures for Fiscal Year 2026/2027 will not in any case exceed **\$458,789.00** (total grant award amount).

27. Liability: To the extent allowable by law, each party agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its own negligent actions or omissions in the performance of this Agreement.

28. Civil Rights Assurance: The parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

Terms of the Original Contract: All other terms and conditions of the original Contract are not modified by this amendment and shall remain in full force and effect and be considered incorporated herein as part of the First Amendment.

Matthew Morris

Matthew Morris, Chief
Bureau of Community Sanctions

County Commissioner Date

Roger Wilson

Roger Wilson, Deputy Director
Division of Parole and Community Services

County Commissioner Date

County Commissioner Date

County Executive Date

City Manager/Mayor Date

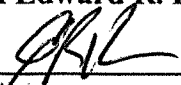
REQUEST FOR COUNCIL ACTION

No. RCA 25-213-10/27

Committee Finance

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

Mayor's Initials: _____



(Signature)

Guidelines: See information on back of form

Date: 10/14/25

Subject: Body Worn Camera Grant FY26 OCJS

Summary and Background: The Medina Police Department respectfully requests approval to apply for and receive funds from a grant provided by OCJS for the Body Worn Camera Program. Medina Police is requesting \$23,180,00 in funds over a two year period to support the redaction software from CaseGuard currently being used. This software was implemented two years ago and proves to support staff proficiency and ensures the secure, efficient and legally compliant handling of BWC footage. Specific financial costs outlined in the paperwork attached.

Suggested Funding: N/A

Sufficient Funds in Account:

Transfer Needed From: n/a **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only: _____

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

Individual Application**A. Application Details:****Application ID:** IA-0000001993**Application Reference Number:** 2026-BW-LEC-53061**Program:** Body Worn Camera**Program Area:** LEC - Law Enforcement Body Worn Cameras**Project Title:** Body Cam Redaction Software**Project Start and End Period:** 2025-07-01 To 2027-06-30**Focus of Application:** City**B. Project Director****Prefix:** Mrs.**First Name:** Sara**Last Name:** Lynn**Title:** Sergeant**Agency:** Medina Police
Department**Email:** slynn@medinaoh.org**Address:** 150 W Friendship St**Phone:** 330-391-7020**City:** Medina**County:** Medina**Zip:** 44256**C. Implementing:****Prefix:** Mr.**First Name:** Edward**Last Name:** Kinney**Title:** Chief of Police**Agency:** Medina Police
Department**Email:** ekinney@medinaoh.org**Address:** 150 W Friendship St**Phone:** 330-725-7777**City:** Medina**County:** Medina**Zip:** 44256**D. Subgrantee:****Prefix:** Mr.**First Name:** Dennis**Last Name:** Hanwell**Title:** Commissioner**Agency:** Medina County
Commissioners**Email:** dhanwell@medinaoh.org**Address:** 144 N Broadway ST**Phone:** 330-722-9020**City:** Medina**County:** Medina**Zip:** 44256**Tax Id:** 345001856**E. Budget Summary:****OCJS Funds:** \$23,180.00**Cash Match:** \$0.00**Inkind Match:** \$0.00**Total Budget:** \$23,180.00**Vendor ID and Address code to be completed by OCJS:****Non-State Agency OAKS Vendor ID:****OAKS Address Code:**

0000102404

008

State Agency OAKS Vendor ID:**Vendor Location:**

EDT-8

Primary Place of Performance:**City:** Medina**State:** Ohio**Zip:** 44256-1835**Overage****Split Funding**

2. Project Statement:

The Medina Police Department will continue to enhance its body-worn camera (BWC) program by continuing to use redaction and transcription software, including CaseGuard Studio licenses, transcription hours, and training. This project ensures the secure, efficient, and legally compliant handling of BWC footage, supporting transparency, protecting individual privacy, and building public trust. The program will benefit the population for the City of Medina and Lafayette Township, a combined population of 32,150 and be sustained through the department's operating budget after the grant period.

PROJECT DESCRIPTION

Organization: Medina Police Department

Other Costs

Audit costs are only supported for Non-Federal entities that expend \$750,000 or more in Federal funds in the organization's fiscal year and are required to arrange for a single organization-wide audit.

Other Charges	Cost	Terms	Total
Software	\$3948	4	\$15,792.00
Other 1 (Specify)	\$5	1000	\$5,000.00
Other 1 (Specify)	\$199	12	\$2,388.00

Other Costs Total: \$23,180.00

The total project budget is \$23,180 over two years, with an annual cost of \$11,590. Each year includes two CaseGuard Studio Premium Plan licenses at \$3,948 per license (\$7,896 total). The base plan includes 240 transcription hours, but the department estimates a need for an additional 1,000 hours annually. At \$5 per two hours, this totals \$2,500 per year. To support staff proficiency, the department also requests six hours of online training annually at \$199 per hour, totaling \$1,194 per year.

Organization: Medina Police Department

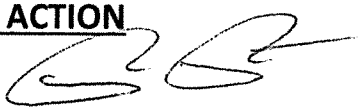
Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Other Costs	\$0.00	\$0.00	\$23,180.00	\$23,180.00
2. Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
3. Total Project Budget OCJS decision	\$0.00	\$0.00	\$23,180.00	\$23,180.00

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

What other funding sources are received by your agency in support of your overall program?

	Amount	Percentage %
OCJS Funds Requested:	\$23,180.00	100%
Cash Match:	\$0.00	0%
In-Kind Match:	\$0.00	0%
Total Project Budget:	\$23,180.00	100%

REQUEST FOR COUNCIL ACTIONFROM: Patrick Patton 

DATE: October 20, 2025

NO. RCA 25-214-10/27

COMMITTEE

REFERRAL: FinanceSUBJECT: Temporary Easement for Medina County Sanitary Engineers

The Medina County Sanitary Engineers are preparing a slope stabilization project in a section of the Champion Creek where erosion has exposed some sections of sanitary sewer. This work will be done on City owned park property (known as the McKee property). The City will need to grant them a temporary easement in order to allow them complete this work on City property. This request asks Council to approve this easement (attached).

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:

DEED OF TEMPORARY EASEMENT FOR SANITARY SEWER PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that the City of Medina, single and sole owner, of real property at Permanent Parcel Number 028-19D-03-124 in the City of Medina, Medina County, Ohio (hereinafter, "GRANTOR"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration to it paid by the **BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO**, (hereinafter, "GRANTEE"), receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the GRANTEE, and its successors and assigns, a temporary nonexclusive easement in, across, through, over and under the real estate situated in the State of Ohio, County of Medina, City of Medina:

See Exhibit "A"

and known as Parcel No. 02819D03124 (herein, the "Real Estate"), for the sole purposes of constructing, installing, maintaining, operating, inspecting, repairing, renewing, removing and replacing sanitary sewer collection lines, and other sanitary sewer facilities, including, but not limited to valves and controls, and appurtenances thereto (herein, collectively, the "Facilities"), and stabilizing the streambank together with a right of ingress and egress over the adjacent lands of the GRANTOR, their heirs, successors and assigns to access such Temporary Easement Area (as defined below) for said purposes. GRANTOR claims title to said Real Estate by the deed recorded at the Medina County, Ohio Recorder's Office as Instrument Number 2023OR006208.

The Temporary Easement Area shall extend over the entire area of the above described land as necessary to stabilize the streambank and "Facilities", made a part hereof, and incorporated herein. The temporary nonexclusive easement and the rights herein granted within the Temporary Easement Area shall terminate ninety (90) days after the filing of the notice of completion of GRANTEE'S original construction of the Facilities.

The GRANTEE shall have the right hereunder, at all times, to access the GRANTOR'S Real Estate, to ingress and egress over the adjacent lands of the GRANTOR, and to enter upon the Temporary Easement Area to do all things necessary for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, renewing, removing and replacing said Facilities, in, over, across or under said Temporary Easement Area, including, but not limited to, the use of vehicles, equipment,

materials and machinery and also the location of same within the for the activities and purposes set forth herein.

GRANTOR, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Temporary Easement Area in any manner not inconsistent with the terms, conditions and limitations of the temporary nonexclusive easement granted herein to GRANTEE for the said activities and purposes.

GRANTOR agrees not to build any building or other structure within the Temporary Easement Area which would interfere with the activities and purposes of GRANTEE set forth herein, nor conduct any excavating or other activity which could interfere with GRANTEE'S use of the said Temporary Easement Area for the activities and purposes set forth herein, until this temporary construction easement shall terminate as set forth herein.

GRANTEE further agrees to replace, if necessary, any grass disturbed by reason of or in connection with the activities and purposes herein granted to it, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities, except that GRANTEE shall not be required to replace any trees within the Temporary Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Temporary Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue until termination thereof as set forth herein.

TO HAVE AND TO HOLD said premises unto said GRANTEE, the **BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO**, and its successors and assigns, for the activities and purposes hereinabove described.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, an authorized representative of GRANTOR has set their hand this ____ day of _____, 20__.

GRANTOR:

City of Medina

Signed and acknowledged
in the presence of:

STATE OF _____ }
COUNTY OF _____ } ss:

On this ____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared _____, the GRANTOR in the foregoing document, who executed this Deed of Easement and acknowledged the signing thereof to be his voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

NOTARY PUBLIC

Exhibit "A"

Legal Description

Situated in the City of Medina, County of Medina and State of Ohio:

Known as being the whole of Medina City Lot Number 3673.

EXCEPTING THEREFROM:

Situated in the City of Medina, County of Medina, and State of Ohio, and located in Township 2, Range 14 of The Connecticut Western Reserve, being a part of City Lot 3673, being a 10.2808 acre parcel conveyed to James W. McKee and Nancy D. McKee (herein called the Grantor), recorded in Deed Book Volume 474, Page 952 dated 2-25-1976 of Medina County Recorder's Records, and being described as follows:

Beginning, for reference, at the intersection of the centerline of right-of-way and construction for Guilford Boulevard with the centerline of right-of-way of East Smith Road, located on centerline of right-of-way and construction station 29+00.67 for Guilford Boulevard;

Thence North 62° 16 minutes 49 seconds West, with the centerline of East Smith Road, a distance of 31.38 feet to the Northeasterly corner of said City Lot No. 3673, located 30.00 feet right of centerline of right-of-way and construction station 29+09.88 for Guilford Boulevard;

Thence across East Smith Road and with the Easterly line of said City Lot 3673 and with the Westerly existing right-of-way line of Guilford Boulevard, the following courses:

South 44° 47 minutes 30 seconds West, a distance of 355.12 feet, to an iron pin set on the Westerly right- of-way line of Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 32+65.00 for Guilford Boulevard and being the True Point of Beginning;

Continuing South 44° 47 minutes 30 seconds West, a distance of 145.00 feet, to an iron pin set on the Westerly right-of-way line Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

Thence across said City Lot 3673 the following courses:

North 45° 12 minutes 30 seconds West, a distance of 40.00 feet, to an Iron pin set located 70.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

Exhibit "A"

North 44° 47 minutes 30 seconds East, a distance of 145.00 feet to an iron pin set, located 70.00 feet right of centerline of right-of-way and construction station 32+65.00 Guilford Boulevard;

South 45° 12 minutes 30 seconds East, a distance of 40.00 feet the True Point of Beginning, containing 0.133 acre, more or less, of which 0.000 acre is within the present road occupied and is contained within Auditor's Parcel Number 028-19D-03-006.

All references are to the records of the Recorder's Office, Medina County, Ohio, unless otherwise noted. Iron pins set, as shown on said Right-Of-Way plans, in the above description are 3/4" inch steel rod, thirty (30) Inches long with a 2" diameter aluminum cap stamped "EMHT INC."

The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station network. The portion of the centerline of Guilford Boulevard, having a bearing of South 44° 47' 30" West, is designated the "basis of bearing" for this survey.

This description was prepared by, or under the supervision of Joshua M. Meyer, Registered Surveyor No. 8485, and is based upon record documents and an actual field survey conducted by Evans, Mechwart, Hambleton & Tilton, Inc. in 2017.

Intending to convey, after exception, 10.1478 acres of land, be the same more or less, but subject to all legal highways.

Property Address: East Smith Road

Parcel Number: 028-19D-03-124

REQUEST FOR COUNCIL ACTIONNO. RCA 25-215-10/27FROM: Patrick Patton 

DATE: October 20, 2025

COMMITTEE

REFERRAL: Finance

SUBJECT: Engineering Design Services for Job #1099 State Road Reconstruction, Phase 3

The City of Medina has been awarded \$1,836,678 in grants for the above captioned project. In addition, the City has applied for an additional \$632,000 in grant funding from the Ohio Public Works Commission and \$422,907 in funding from the Ohio Department of Transportation.

In order to move the project forward, the City will need to engage a design consultant. As required by the Ohio Revised Code, we have conducted a qualifications based selection process to select the consultant. This selection process is now complete. We have determined that American Structure Point is the most qualified consultant for this work. This request asks for Council to authorize the attached agreement with American Structure Point.

Thank you for your consideration.

ESTIMATED COST: \$483,995

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Medina, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: MED-CR22-0.12 – State Road Improvements, PID 122984 ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated October 3, 2025 ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: as outlined in the Engineer's fee proposal dated September 22, 2025. If no specific period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, as outlined below in Part 5.01.R.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2021.01658

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2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as follows:

1. For Base Services, a Lump Sum amount of \$374,780
2. For "If Authorized" Services, a Lump Sum amount of \$109,215.
3. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under

this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the**

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Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 *Total Agreement*

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

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7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer's Proposal Letter dated October 3, 2025

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

Owner: City of Medina, Ohio

Engineer: American Structurepoint, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner's receipt of notices:

Pat Patton, PE

132 N. Elmwood Avenue

Medina, Ohio 44256

Address for Engineer's receipt of notices:

Cash E. Canfield

600 Superior Avenue East, Suite 2401

Cleveland, Ohio 44114

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C-R-S	MED-CR22-0.12, State Road				PROPOSAL COST SUMMARY										Version: July 2025	
Consultant:	American Structurepoint															
Agreement No.	0															
Modification No.	0															
PID No.	122984															
Proposal Date	10/3/2025															
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total					
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost					
AUTHORIZED TASKS:																
2 - Preliminary Engineering Phase																
2.2 - Perform Environmental Field Studies																
2.2.C - Ecological Survey Report		0	\$45.66	35	\$1,598	\$3,057	\$13	\$170	\$0	\$458	\$5,297					
2.2.D - Regulated Materials Review Screening Form		0	\$39.26	97	\$3,808	\$7,285	\$32	\$0	\$0	\$1,092	\$12,217					
2.2.F - 4(f) determinations		0	\$42.50	8	\$340	\$650	\$3	\$0	\$0	\$98	\$1,091					
TOTAL 2.2 - Perform Environmental Field Studies		0	\$41.04	140	\$5,746	\$10,982	\$48	\$170	\$0	\$1,648	\$18,604					
2.3 - AER Design																
2.3.A - Field Survey and Aerial Mapping																
2.3.A.A - Project Control, Benchmarks, and Reference Points		0	\$46.33	72	\$3,336	\$6,382	\$28	\$1,100	\$0	\$957	\$11,802					
2.3.A.A.2 - Type "B" Monument Specified																
2.3.A.B - Monumentation Recovery; Records Research; and Boundary Line Resolution & Mapping		0	\$40.47	19	\$769	\$1,471	\$6	\$0	\$0	\$221	\$2,467					
2.3.A.B.1 - Records Research including deeds and easements																
2.3.A.B.4 - Establish Boundary lines, Tax ID & Ownership on basemap		0	\$54.53	86	\$4,690	\$8,972	\$39	\$990	\$0	\$1,345	\$16,036					
2.3.A.C - Base Mapping																
2.3.A.C.2 - Additional R/W expected to be acquired		0	\$42.90	315	\$13,513	\$25,850	\$112	\$7,070	\$0	\$3,877	\$50,422					
2.3.A.G - Property Owner Notification		0	\$35.00	2	\$70	\$134	\$1	\$0	\$0	\$20	\$225					
TOTAL 2.3 - AER Design		0	\$45.30	494	\$22,378	\$42,808	\$186	\$9,160	\$0	\$6,420	\$80,953					
2.4 - Prepare Cost Estimates																
2.4.A - Roadway/Interchange Costs		0	\$51.40	10	\$514	\$983	\$4	\$0	\$0	\$147	\$1,649					
2.4.B - Right of Way Costs		0	\$53.00	7	\$371	\$710	\$3	\$0	\$0	\$106	\$1,190					
2.4.C - Utility		0	\$59.75	4	\$239	\$457	\$2	\$0	\$0	\$69	\$767					
TOTAL 2.4 - Prepare Cost Estimates		0	\$53.62	21	\$1,124	\$2,150	\$9	\$0	\$0	\$322	\$3,606					
2.6 - Public Involvement/Coordination																
2.6.A - Public Involvement / Coordination		0	\$47.22	36	\$1,700	\$3,252	\$14	\$0	\$0	\$488	\$5,454					
TOTAL 2.6 - Public Involvement/Coordination		0	\$47.22	36	\$1,700	\$3,252	\$14	\$0	\$0	\$488	\$5,454					
2.7 - Stage 1 Design																
2.7.A - Roadway																
2.7.A.A - Title Sheet		1	\$51.33	3	\$154	\$295	\$1	\$0	\$0	\$44	\$494					
2.7.A.B - Schematic Plan		2	\$49.50	20	\$990	\$1,894	\$8	\$0	\$0	\$284	\$3,176					
2.7.A.D - General Notes		2	\$49.50	4	\$198	\$379	\$2	\$0	\$0	\$57	\$635					
2.7.A.E - Typical Sections		2	\$49.50	6	\$297	\$568	\$2	\$0	\$0	\$85	\$953					

C-R-S		PROPOSAL COST SUMMARY										Version: July 2025	
Consulant:		MED-CR22-0.12, State Road											
Agreement No.		American Structurepoint											
Modification No.		0										State Average Overhead Rate	
PID No.		122984										160.80%	
Proposal Date		10/3/2025										191.30%	
												0.83%	
												11%	

C-R-S		MED-CR22-0.12, State Road				PROPOSAL COST SUMMARY										Version: July 2025			
Consultant:	American Structurepoint																		
Agreement No.	0																		
Modification No.	0																		
PID No.	122984																		
Proposal Date	10/3/2025																		
					</														

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: October 20, 2025

SUBJECT: Notice of Intent Job #1140 – W. Liberty-S. Elmwood-W. Washington Water Line Improvements

NO. RCA 25-216-10/27COMMITTEE
REFERRAL: Finance

The City recently completed construction of the W. Liberty-S. Elmwood-W. Washington water line improvement project. The City received a \$510,000 interest free loan from the Ohio Public Works Commission (OPWC) for this project. In order to seek reimbursement from the OPWC, they require the City to adopt the attached Resolution of Intent.

This request asks Council's approval of this Resolution of Intent.

Thank you for your consideration.

ESTIMATED COST: n/a

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:

RESOLUTION OF INTENT

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF MEDINA ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS _____ FUND FOR THE C117AA, W. WASHINGTON & S. ELMWOOD WATER LINE IMPROVEMENTS WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the City of Medina on behalf of the State of Ohio that:

- Section 1. The City of Medina reasonably expects to receive a reimbursement for the Project named W. Washington & S. Elmwood Water Line Improvements as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$510,000.00.
- Section 3. The Fiscal Officer of the City of Medina is hereby directed to file a copy of this Resolution with the City of Medina for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission
- Section 4. The City of Medina finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Medina and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements
- Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: _____, 20__

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 20__ of the City of Medina showing the adoption of the resolution herein above set forth.

Keith H. Dirham

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: October 20, 2025

SUBJECT: Medina Railroad Maintenance & Repairs

NO. RCA 25-217-10/27

COMMITTEE

REFERRAL: Finance

This request asks Council to increase purchase order #2025-1003 from \$65,000 to \$115,000 in order to cover unexpected railroad repairs. Ordinance #109-25 (passed 6/9/25) increased that purchase order from \$20,000 to \$65,000. Since that ordinance was approved we have experienced nine (9) additional emergency repairs (see attached).

Thank you for your consideration.

ESTIMATED COST: \$50,000

SUGGESTED FUNDING: Railroad Fund

Sufficient Funds in Account Number: 145-0630-54411

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: Yes - These repairs have already been completed.
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Medina Railway
2025 Rail Repair Summary

PO#: 2025-1003		Start		\$20,000.00		BOC 1/27/25	
Wintrrow Construction		PO Increase #1		\$45,000.00		Ord 109-25	
		Current		\$65,000.00			
		PO Increase #2		\$50,000.00		RCA 10/27/25	
		Revised Total		\$115,000.00			
		Invoices Approved/Paid		\$63,525.45			
		Revised Balance		\$51,474.55			
		Invoices Pending		\$42,649.33			
		Proposed Balance		\$8,825.22			
#	Invoice #	Invoice Date	Repair Date	Description	Amount	Status	
Invoices Approved/Paid							
1	28155	01/28/25	01/22/25	Snow/Ice removal from crossing	\$3,316.04	Paid	
2	28159	02/06/25	01/27/25	Emergency Work-Behind AI Root	\$11,737.72	Paid	
3	28224	04/22/25	03/14/25	Broken Rail - Kokosing yard	\$3,752.24	Paid	
4	28229	04/22/25	03/21/25	Broken Rail near Foundry Social	\$3,298.48	Paid	
5	28232	04/22/25	03/26/25	Broken Rail - N. Progress Drive	\$3,256.15	Paid	
6	28244	04/30/25	04/07/25	Broken Rail between Progress and State	\$5,759.88	Paid	
7	28248	05/01/25	04/17/25	PUCO repairs - Ryan Road joint bar; US 42 crossties	\$12,489.47	Paid	
8	28295	06/16/25	05/14/25	Wide gauge at AI Root	\$5,751.18	Paid	
9	28318	07/08/25	06/17/25	Broken Rail- south of SR 18	\$8,749.00	Paid	
10	28391	08/28/25	08/13/25	Broken Rail- north of SR 18	\$1,077.24	Paid	
11	28397	08/29/25	08/21/25	Broken Rail- north of SR 18	\$4,338.05	Paid	
				Subtotal Invoices Approved/Paid	\$63,525.45		
Invoices Pending							
12	28322	07/08/25	06/24/25	Emergency repair-derailment -Kokosing yard	\$8,926.70	Pending	
13	28269	08/18/25	7/23-7/24/25	Stone and Tamp- south of Ryan Road	\$8,650.14	Pending	
14	28405	09/11/25	8/21-9/5/25	Brush removal - 3.6 mile both sides	\$16,369.40	Pending	
15	28418	09/22/25	09/12/25	FRA Defects	\$1,822.00	Pending	
16	28419	9/22/2025	9/12/2025	Replace Insulated Joint at Ryan Road	\$3,153.71	Pending	
17	28448	10/20/2025	10/9/2025	Broken Rail near Progress Drive	\$3,727.38	Pending	
18			10/14/2025	Broken Rail- north of SR 18	TBD	Not Invoiced Yet	
				Subtotal Invoices Pending	\$42,649.33		

REQUEST FOR COUNCIL ACTION

No. RCA 25-218-10/27

FROM: Jansen Wehrley ^{JSW}

Committee: Finance

DATE: October 21, 2025

SUBJECT: Mark and Alexandra Taylor- Donation of Land

SUMMARY AND BACKGROUND:

Respectfully request Council authorization to accept the donation of 1.55 acres of land (Permanent Parcel No. 028-19B-08-010) located at 4510 Weymouth Road from Mark and Alexandra Taylor. This land is directly adjacent to Huffman Cunningham Park and the West Branch of the Rocky River. This mature floodplain forest habitat saves rare native species, ensures good water quality, and enlarges the City of Medina's park system to further connect people to nature.

Upon accepting the donation, the City of Medina Parks Department will install a memorial bench at a prominent location adjacent to the nearby mountain bike trail. This bench will be engraved "In Loving Memory Jean & Harrison W. Taylor.

Authorize Mayor Hanwell to sign the Donation Agreement and any necessary closing documents.

Estimated property value: \$165,000.00

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: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



028-198-08-010

Zoom In



Parcel Number: 028-198-08-010

Address: 4510 WEYMOUTH RD. MEDINA OH
44256

Owner: TAYLOR MARK & ALEXANDRA

Parcel Details

Parcel Number	028-198-08-010
Address	4510 WEYMOUTH RD, MEDINA OH 44256
Owner	TAYLOR MARK & ALEXANDRA
Parcel Type	500 ~
Acres	1.55
Recorders Link	Link
Health Department Link	Link
Tax Maps Link	Link

DONATION AGREEMENT

WHEREAS, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, wish to donate 1.55 acres of land that they own to the **CITY OF MEDINA**; the subject land is known as Permanent Parcel No. 028-19B-08-010 and has an address of 4510 Weymouth Road, Medina, Ohio 44256. The legal description of the parcel of land is attached hereto and incorporated herein as "Exhibit A."

WHEREAS, the City of Medina wishes to accept the Taylors' donation of land so that the subject property may be used as park property along with adjacent park property that is currently owned by the City of Medina.

WHEREAS, the City of Medina is willing to accept the gift of the Taylor property for the stated purposes and agrees to maintain the property for said purposes into perpetuity and will honor and abide by all of the terms and conditions of this gift as herein set forth.

NOW, THEREFORE, in order to accomplish the preservation of the property, the parties agree as follows:

1. Mark Taylor and Alexandra Taylor wish to give as a donation 1.55 acres of land known as Permanent Parcel No. 028-19B-08-010 to the City of Medina. Escrow for this transfer of property shall be handled by Transfer Title Agency Inc. located in Medina, Ohio. The City of Medina agrees to pay to Transfer Title Agency Inc. the amount of monies necessary to cover the cost of title insurance covering the subject real property. Closing on this transfer shall occur within thirty (30) days of the finalization of this contract pursuant to appropriate legislation enacted by the Medina City Council.

2. Said real property includes the land, all appurtenant easements, privileges, and rights, if any, and all improvements thereon, which are now attached to the property. It is the intent of the parties that the land and everything on it, above it, or under it owned by Mark Taylor and Alexandra Taylor as of the date of this Agreement be transferred to the City of Medina.

3. Mark Taylor and Alexandra Taylor shall provide a warranty deed in recordable form conveying to the City of Medina a good and marketable title to said property, free and clear of all liens and encumbrances whatsoever except: utility easements and rights of way; zoning ordinances; and taxes and assessments, both general and special, prorated to the date of transfer. The City of Medina agrees to pay for the cost of title insurance on the subject property in the amount of One Hundred Sixty-five Thousand Dollars (\$165,000), which represents the value of the real property as evidence of good and marketable title. The City of Medina agrees to pay for the cost of title insurance, but the insurance itself shall be furnished by Mark Taylor and Alexandra Taylor.

4. Within ten (10) days following acceptance of this Agreement, an escrow shall be opened with Transfer Title Agency Inc. as Escrow Agent, to consummate this transaction, subject to the Escrow Agent's standard conditions of acceptance, as specified herein or as

required by separate instructions signed by the parties. It is specifically understood that the City of Medina Mayor shall sign on behalf of the City of Medina with respect to all documents required herein.

5. Within five (5) days following the opening of an escrow with Transfer Title Agency Inc., the Escrow Agent, at the City of Medina's expense, will order a Preliminary Title Report from the Title Company (hereinafter the "Title Company") which will issue the title insurance provided for in paragraph 3 above, and will cause copies thereof to be delivered to the City of Medina and to Mark Taylor and Alexandra Taylor. Within ten (10) days next after receipt of said preliminary title report, the City of Medina will give Mark Taylor and Alexandra Taylor, the Escrow Agent, and the Title Company written notice of any title defect or defects disclosed in said report (and not permitted to be shown as an exception in said deed) objectionable to the City of Medina. Failure of the City of Medina to give such notice within said time period shall constitute a waiver by the City of Medina of the defect or defects disclosed in said report. Mark Taylor and Alexandra Taylor shall have thirty (30) days next or time mutually agreed upon, in writing, by the parties hereto, following the date of the City of Medina's notice to cure or remove said defect or defects, but shall not be obligated so to do. Promptly after the expiration of said thirty (30) day period, the Title Company, in writing, will report to the City of Medina, Mark Taylor and Alexandra, and the Escrow Agent whether or not it can issue the title insurance without showing as an exception or exceptions, the defect or defects to which the City of Medina has objected. If the Title Company reports that it can so issue the title insurance, then this transaction shall be consummated as soon as reasonably feasible thereafter in the manner specified herein, or as required by the escrow instructions signed by the Mayor on behalf of the City of Medina and Mark Taylor and Alexandra Taylor.

If the Title Company reports that it will not issue the title insurance, then the City of Medina, by written notice to Mark Taylor and Alexandra Taylor, the Escrow Agent, and the Title Company, given not later than ten (10) business days next following the date of the Title Company's notice, must elect either (a) to waive the title defect or defects objected to, in which event the obligations of donee and donor hereunder shall not be affected, but the deed and the title insurance shall show the exceptions contained in the preliminary report; or (b) to terminate this Agreement in which event the Escrow Agent, not later than five (5) business days next following date of donee's election to terminate shall return to the City of Medina and Mark Taylor and Alexandra Taylor any funds and documents, if any, then deposited in escrow. Thereafter, the City of Medina and Mark Taylor and Alexandra Taylor shall be fully discharged and released, each to the other, from all liability and obligation hereunder, and the City of Medina in such case shall pay all escrow and title charges incurred at that time.

6. All taxes and assessments, both general and special, shall be prorated in escrow as of the date of closing, which shall occur when all conditions of the escrow can be met, subject to the contingencies set forth in paragraph 5 herein. In prorating taxes and assessments, the Escrow Agent shall use the amount shown on the last available tax duplicate. In the event the property is subject to CAUV valuation for real estate purposes, Mark Taylor and Alexandra Taylor shall be solely responsible for any recoupage charged as a result of this transfer.

7. The Escrow Agent shall charge Mark Taylor and Alexandra Taylor: (a) any amounts due the City of Medina by reason of prorations; and (b) an amount sufficient to obtain satisfaction of any mortgages and/or liens of record.

The Escrow Agent shall charge to the City of Medina: (a) the fees for filing of the deed; (b) the escrow fee; (c) the cost of title insurance, if any, purchased by the City of Medina; (d) the Ohio real estate transfer tax; (e) the cost of title examination, title reports, and the title insurance required hereunder; and (f) the cost of recording all instruments to clear title.

8. Mark Taylor and Alexandra Taylor agree that, by law, this contract shall not be binding upon the City of Medina until all necessary legislation is passed by Medina City Council, approved by the Mayor and effective thirty (30) days after passage without the filing of any petition for referendum.

9. Restrictions. The parties agree that the City of Medina shall own the subject property and utilize the property subject to the following restrictions:

- (a) The City of Medina shall install a memorial bench at a prominent location adjacent to the mountain bike trail, which is located adjacent to the subject real property. The bench will be engraved, "In Loving Memory Jean & Harrison W. Taylor."
- (b) If the City of Medina installs a park sign on the subject real property, it will include the names of Mark Taylor's parents, Harrison W. Taylor and Jean Taylor.

10. The value of any charitable tax deduction taken by Mark Taylor and Alexandra Taylor shall be in the sum of One Hundred Sixty-five Thousand Dollars (\$165,000), which represents the appraised value of the subject real property.

11. This Agreement is subject to acceptance by Mark Taylor and Alexandra Taylor for a period of thirty (30) days after execution by the Mayor of the City of Medina.

12. If there are any inconsistencies between this Donation Agreement as modified or supplemented by written instructions of a party hereto, if any, and the terms of the standard conditions of acceptance of the Escrow Agent, the terms of this Agreement in any written modification or supplement thereto shall prevail.

CITY OF MEDINA

By: _____
DENNIS HANWELL, Mayor

Dated: _____

The above offer, terms, and conditions are hereby accepted this _____ day of _____, 2025.

MARK TAYLOR

ALEXANDRA TAYLOR

WARRANTY DEED
KNOW ALL BY THESE PRESENTS

THAT, we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, the Grantors, for the consideration of Ten and more Dollars (\$10.00+) received to our full satisfaction of the **CITY OF MEDINA**, the Grantee, do **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, its successors and assigns, the following described premises:

See "Exhibit A" attached hereto for legal description.

Permanent Parcel No.: 028-19D-08-010

Tax Mailing Address: 132 North Elmwood Avenue, Medina, Ohio 44256

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever,

And that, we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, we are well seized of the above-described premises, as a good and indefeasible estate in **FEE SIMPLE**, and have good right to bargain and sell the same in manner and form as above written, and that the same are **free from all incumbrances whatsoever** except subject to all legal highways, zoning ordinances, utility easements and rights of way; and taxes and assessments, both general and special, which are to be prorated to the date of transfer, and thereafter all taxes and assessments are assumed by the Grantee, and that we will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever except as hereinabove excepted.

And for valuable consideration we, **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of dower in the above-described premises.

IN WITNESS WHEREOF, we have hereunto set our hands, the _____ day of _____, 2025, at _____, Ohio.

MARK TAYLOR

ALEXANDRA TAYLOR

STATE OF OHIO)
COUNTY OF MEDINA) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **MARK TAYLOR** and **ALEXANDRA TAYLOR**, husband and wife, who executed the foregoing instrument in my presence and acknowledged the same to be their voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025, at _____, Ohio.

NOTARY PUBLIC

This Instrument Prepared By:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9070

EXHIBIT "A"

LEGAL DESCRIPTION:

Situated in the City of Medina, Count of Medina, State of Ohio, and known as being part of Medina City Lot 493, also being the residual part of property conveyed to Richard D. Stewart by Warranty Deed and Quitclaim Deed with Dower Clause recorded August 7, 1970 and August 25, 1980 in Deed Volume 394, Page 286 and Official Record Volume 59, Page 674, respectively, in the Medina County Recorder's Office further bound and described as follows:

Beginning at a record iron pin at the northwest corner of Medina City Lot 492 recorded in Plat Book 14, Page 37 in the Medina County Recorder's Office, and being the "TRUE PLACE OF BEGINNING" of the parcel herein described,

Thence southerly, 278.32 feet along the west line of Medina City Lot 492 to the northeast corner of a 0.017 acre parcel of land conveyed to the State of Ohio by deed recorded July 23, 1992 in Official Record Volume 703, Page 926 in the Medina County Recorder's Office, said point also being in the new north right-of-way line of State Route 3 as established by a centerline and right-of-way survey for the Ohio Department of Transportation, Project No. MED-3-12 9, performed by Gary L. Toussant, Registered Surveyor No. 6332 of Hammontree and Associates, Limited in June 1989,

Thence southwesterly, 10.70 feet along the north right of way line of S.R. 3 to the northwest corner of said State of Ohio parcel, said point being in the east line of Medina City Lot 5259 as established in a survey performed March 31, 1987 by Carl L. Craddock, Registered Surveyor No. 5762 recorded May 13, 1987 in Plat Volume 21, Page 237 in the Medina County Recorder's Office;

Thence northerly, along the east line of Medina City Lot 5259 to a record iron pin at the northeast corner thereof,

Thence westerly, 104.35 feet along the north line of Medina City Lot 5259 and the north line of a 190.3498 acre parcel of land in Medina City Lot 493 conveyed December 28, 1967 to the City of Medina, Ohio recorded in Deed Volume 358, Page 495 of the Medina County Recorder's Office to a record iron pin,

Thence northerly, 173.79 feet along an east line of said City of Medina, Ohio parcel to a record iron pin in the south line of Medina City Lot 489 as recorded in Plat Book 14, Page 37 in the Medina County Recorder's Office,

Thence easterly, 633.70 feet along the south line of City Lot 489 to a point in the West Branch of the Rocky River,

Thence southerly, 91.36 feet along a west line of Medina City Lot 489 to the northeast corner of Medina City Lot 492 lying in the West Branch of the Rocky River;

Thence westerly, 503.00 feet along the north line of Medina City Lot 492, passing through a record pipe on line 50.00 feet from said City Lot corner to the "TRUE PLACE OF BEGINNING" and containing therein about 1.5577 acres of land, more or less.

This description was written from information of record by Terry L. Vorhies, Registered Surveyor No. 7355 of the Medina County Engineer's Office January 12, 2000.

Permanent Parcel No 28-19B-08-010

RCA 25-219-10/27

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

*Finance
Only*

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 11/10/2025

Department: IT

Amount requested:

\$22,000

BOC Approval Date: _____

Fill below for increases only

(Finance Use Only)

Increase Amount: _____ PO Number to increase: _____

New PO Total with increase: _____

Account Number: **388-0714-53315, 388-0714-53311, 388-0714-53313**

Vendor: Huntington National Bank H00381

Department Head/Authorized Signature: 

Item/Description:

2026 Blanket PO

388-0714-53315 Tools and Minor Equipment \$21,500

388-0714-53311 Office Supplies \$250.00

388-0714-53313 Operating Supplies \$250.00

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

Revised: 5/7/2025

RCA 25-220-10/27

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

*Finance
Only*

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 11/10/2025

Department: IT

Amount requested:

\$34,500

BOC Approval Date: _____

Fill below for increases only

(Finance Use Only)

Increase Amount: _____ PO Number to increase: _____

New PO Total with increase: _____

Account Number: Numerous See Below

Vendor: TEGOH T00211

Department Head/Authorized Signature: 

Item/Description: 2026 City Wide Phones Intermedia

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Clerk of council

Date to Finance: _____

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

Revised: 5/7/2025



City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

PURCHASE ORDER

Page: 1
P.O. Number: 2025000970
P.O. Date: 01/13/2025
Req. Number: ORD 2-25
Requested By: Michele Sloan
Blanket Type: SB
Ship Via:
Terms:

Deliver To IT/TECHNOLOGY FUND
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA OH 44256

Vendor T00211
TECHNOLOGY ENGINEERING GROUP
3593 MEDINA RD #239
MEDINA, OH 44256

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
ORD 2-25; PASSED 1/13/25; EMERGENCY EFFECTIVE IMMEDIATELY						

Accounting

001	PHONE CHARGES-GENERAL ADMIN	001-0707-52212				\$320.00
002	PHONE CHARGES-FIRE	107-0110-52212				\$2,624.00
003	PHONE CHARGES-WTR OFFICE	513-0531-52212				\$500.00
004	PHONE CHARGES-POLICE	106-0101-52212				\$8,300.00
005	PHONE CHARGES-REC CENTER	574-0350-52212				\$4,740.00
006	PHONE CHARGES-PARKS	104-0301-52212				\$920.00
007	PHONE CHARGES-VEHICLE MAINT	676-0746-52212				\$380.00
008	PHONE CHARGES-CEMETERY	001-0210-52212				\$800.00
009	PHONE CHARGES-BLDG	001-0430-52212				\$1,196.00
010	PHONE CHARGES-CIVIL SERV	001-0723-52212				\$380.00
011	PHONE CHARGES-PLANNING	001-0410-52212				\$645.00
012	PHONE CHARGES-COUNCIL	001-0701-52212				\$645.00
013	PHONE CHARGES-ECON DEV	001-0748-52212				\$920.00
014	PHONE CHARGES-ENGINEER	001-0742-52212				\$1,196.00
015	PHONE CHARGES-FINANCE	001-0703-52212				\$1,292.00
016	PHONE CHARGES-IT	388-0714-52212				\$1,040.00
017	PHONE CHARGES-LAW	001-0704-52212				\$1,484.00
018	PHONE CHARGES-MAYOR	001-0702-52212				\$644.00
019	PHONE CHARGES-DISPATCH	106-0102-52212				\$2,120.00
020	PHONE CHARGES-SANITATION	514-0543-52212				\$824.00

Purchase Order Total: \$34,500.00

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

1/24/2025

Director of Finance

Date



City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

PURCHASE ORDER

Page: 2
P.O. Number: **2025000970**
P.O. Date: 01/13/2025
Req. Number: ORD 2-25
Requested By: Michele Sloan
Blanket Type: SB
Ship Via:
Terms:

Deliver To IT/TECHNOLOGY FUND
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA OH 44256

Vendor T00211
TECHNOLOGY ENGINEERING GROUP
3593 MEDINA RD #239
MEDINA, OH 44256

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
021	PHONE CHARGES-SERVICE DEPT	001-0741-52212				\$380.00
022	PHONE CHARGES-STREET	102-0610-52212				\$644.00
023	PHONE CHARGES-UT BILLING	513-0708-52212				\$932.00
024	PHONE CHARGES-WTP	513-0533-52212				\$1,220.00
025	PHONE CHARGES-FORESTRY	001-0420-52212				\$354.00

Purchase Order Total: \$34,500.00

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

Director of Finance

1/24/2025

Date

REQUEST FOR COUNCIL ACTION

No. RCA 25-221-10/21

FROM: Sgt. Darin Zaremba
DATE: October 22, 2025
SUBJECT: 2026 Blanket Technology Engineering Group

Committee: Finance

SUMMARY AND BACKGROUND:

Item/Description: IT Services-Maintenance/Support 388-0714-52226 \$30,000
ZOHO Password Maintenance 388-0714-53321 \$500
Barracuda Backup 388-0714-53321 \$9,600
Barracuda XDR & EDR-205 devices 388-0714-53321 \$19,500
DUO Authentication-250 Devices 388-0714-53321 \$9,250
Barracuda Email Archiving Support 388-0714-53321 \$5,500
Barracuda Spam/Email Gateway Support 388-0714-53321 \$5,500
Ninja 1 Network IT MGMT-225 Devices 388-0714-53315 \$5,000
Meraki Support 46 Cameras 14 WAP, 20 switches, 6 firewalls 388-0714-53315 \$15,500
Meraki Support Rec Center 7 WAP, 3 Switches, 1 Firewall 574-0350-53321 \$2,500
Amazon Storage S3/Duo Circle Scan to Email O365 388-0714-53315 \$400
2026 Office 365/Email City (111 Basic 42 Standard) 388-0714-53315 \$18,000
2026 Office 365/Email Water Dept (4 standard) 513-0533-53315 \$600
2026 Office 365/Email Rec Center (11 standard) 574-0350-53315 \$1,650

Total \$123,500

- 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: