

**ORDINANCE NO. 106-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT AND BILL OF SALE FOR THE INTERURBAN BUILDING DONATION TO THE MEDINA COUNTY HISTORICAL SOCIETY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Donation Agreement / Bill of Sale for the donation of the Interurban Building to the Medina County Historical Society.
- SEC. 2:** That a copy of the Donation Agreement / Bill of Sale, are marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** May 27, 2025

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** May 28, 2025

**SIGNED:** Dennis Hanwell  
Mayor

## DONATION AGREEMENT

EXH. A  
ORD. 106-25

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Medina, an Ohio municipal corporation**, ("City") and the **Medina County Historical Society, an Ohio non-profit corporation**, ("Historical Society"). The City is part owner of a movable structure known as the Interurban Building, hereinafter referred to as the "Building," and has full power and authority to transfer the Building. The Historical Society is a non-profit organization dedicated to preserving and promoting the history of Medina County.

The City desires to transfer, donate, and convey all its rights, title, and interest in the Building to the Historical Society, which agrees to accept such transfer. As such, the parties agree as follows:

### 1. **TRANSFER OF PROPERTY**

The City shall transfer to the Historical Society all of its right, title, and interest in and to the Building immediately upon the approval of this Agreement.

### 2. **CONSIDERATION**

This transfer is made as a donation, with no monetary consideration exchanged, in recognition of the Historical Society's dedication to the preservation of historical landmarks within Medina County and the City of Medina.

### 3. **CONDITION OF BUILDING**

The Building is transferred "as is" without any warranties or guarantees, either express or implied, regarding the condition of the Building or any improvements thereon. The Historical Society accepts full responsibility for any necessary repairs, maintenance, or upgrades to the Building following the transfer.

### 4. **USE OF BUILDING**

The Historical Society agrees that the Building will be used for historical, educational, and cultural purposes consistent with the mission of the Historical Society. The Historical Society further agrees that it will use its best efforts to preserve the historical character and significance of the Building.

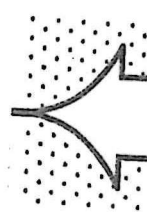
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

By: \_\_\_\_\_  
Dennis Hanwell  
Its: Mayor

**MEDINA COUNTY HISTORICAL,  
SOCIETY, an Ohio Non-Profit Corporation**

By: \_\_\_\_\_  
Brian T. Feron  
Its: President



## **BILL OF SALE**

In consideration of the obligations of the **Medina County Historical Society** ("Historical Society"), the **City of Medina** ("City") does hereby, in accordance with the Donation Agreement dated \_\_\_\_\_, 2025, between the City and the Historical Society, transfer to the Historical Society the personal property known as the Interurban Building ("Building"), to have and to hold the Building for use of the Historical Society, with full power and authority to obtain and retain possession of the Building, and to enforce the rights transferred hereunder.

The City further covenants that it will, at any time and from time to time, at the request of the Historical Society, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts and documents as the Historical Society may reasonably request to vest in the Historical Society full right, title, and interest in or to the Building.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

By: \_\_\_\_\_

Dennis Hanwell

Its: Mayor

