

5:00 p.m. Council Tour - Municipal Court Renovation Project

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

November 10, 2025
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (October 27, 2025)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor - Proclamation / Presentation for Phyllis Porter

Notices, communications and petitions.

Unfinished business.

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

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 185-25, Res. 186-25, Res. 187-25, Ord. 188-25, Ord. 189-25, Ord. 190-25, Ord. 191-25, Ord. 192-25, Ord. 193-25, Ord. 194-25

Res. 185-25

A Resolution authorizing the donation of furniture items from the Medina Municipal Court to the Wadsworth Municipal Court.

Res. 186-25

A Resolution amending Resolution No. 131-25, passed August 25, 2025, relative to the Probation Community Corrections Grant (CCA) renewal for the Medina Municipal Court.

Res. 187-25

A Resolution authorizing the filing of a grant application to the Office of Criminal Justice Services, State of Ohio for the FY26 Body Worn Camera Grant Program for the Police Department.

Ord. 188-25

An Ordinance authorizing the Mayor to approve the Temporary Easement for the Medina County Sanitary Engineers for sanitary sewer purposes.

Ord. 189-25

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with American Structurepoint, Inc. to provide design services for Job #1099 – State Road Reconstruction, Phase 1.

Ord. 190-25

An Ordinance authorizing the Mayor to execute a Resolution of Intent pertaining to Job #1140, West Liberty-South Elmwood-West Washington Water Line Improvements.

Ord. 191-25

An Ordinance amending Ordinance No. 109-25, passed June 9, 2025 for Wintrow Construction Corporation for the Engineering Department.

Ord. 192-25

An Ordinance authorizing an expenditure not to exceed \$123,500 to Technology Engineering Group, LLC for the Year 2026.

Ord. 193-25

An Ordinance authorizing the Mayor to accept a Warranty Deed and Donation Agreement from Mark Taylor and Alexandra Taylor for the donation of 1.55 acres of land to be preserved as park property and open space for the Medina City Parks Department.
(emergency clause requested)

Ord. 194-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Monday, October 27, 2025

Public Hearing.

To consider changing the zoning of properties at 120 and 124 West Washington Street, Parcel Numbers 028-19A-21-257 and 028-19A-21-256 from P-F (Public Facilities) to C-2 (Central Business) Mr. Dutton explained these properties were previously owned by The Medina County Board of Commissioners but have been sold to Uptown West LLC. The Planning Commission reviewed and unanimously voted for approval. No one spoke in favor or against the rezoning. Public hearing closed at 7:32 p.m.

Call to Order:

Medina City Council met in regular session on Monday, October 27, 2025 at Medina City Hall. The meeting was called to order at 7:32 p.m. by President Pro-Tem Jim Shields, who also led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: N. DiSalvo, R. Haire, P. Rose, J. Shields, C. Simmons, and D. Simpson.

Also present were the following members of the Administration: Acting Mayor – John Coyne, Greg Huber, Patrick Patton, Keith Dirham, Nino Piccoli, Lt. Wagner, Chief Walters, Janson Wehrley, Kathy Patton, Andrew Dutton, Dan Gladish and Kimberly Marshall.

Reading of Minutes:

Mr. Simpson moved that the minutes from the regular meeting on October 14, 2025 as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and minutes were approved with the yea votes of R. Haire, P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council this evening and will meet again on November 10.

Public Properties Committee: Mr. Shields had no report.

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

Special Legislation Committee: Mr. Rose had no report.

Streets & Sidewalks Committee: Ms. Haire stated she had a meeting prior to Finance this evening and it was basically an informational meeting to talk about how things work in the Streets and Sidewalks in regards to repairs. Please watch the meeting on your cable channel.

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

Emerging Technologies Committee: Ms. DiSalvo stated they met on Oct. 23rd, discussed a variety of opportunities that are coming up. New website is going live on the 6th of November.

Requests for Council Action:

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

Reports of Municipal Officers:

John Coyne, Acting Mayor, reported the following:

Daylight Savings ends this coming weekend on November 2nd. Please remember to turn your clocks back one hour to insure you have the correct time for next week.

Halloween is Friday and the City's Trick or Treat will be held from 6 -8 p.m. There will be extra Medina City Police patrolling during those hours, stay safe.

John stated it was an honor to participate in the dedication ceremony at the Shotwell Garden which is the newest addition to Medina County Park District. The property was a gift of 25 acres from the Shotwell Family located on the corner of Foote Road and SR3.

2025 Candlelight Walk will begin on Friday, November 21st. – Tree lighting ceremony

Election day is Tuesday, November 4th – Please exercise your right to vote, it counts.

November 10th prior to Council at 5 p.m. Council will be touring the new Municipal Court Bldg.

John gave recognition to Clerk of Council Kathy Patton and Deputy Clerk of Council Teresa Knox.

Keith Dirham, Finance Director, Echoed Acting Mayor Coyne reminding all there is an election on November 4th. He and Chet Simmons are running unopposed and would appreciate your votes.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Lt. Wagner, Police Department, updates on the deer management program – as of this morning 23 have been successfully harvested.

Nino Piccoli, Service Director stated the city auction was held and well attended and all items were sold. Leaf program is rolling out 2 trucks staffed and will increase as they move forward. Street staff to date has picked up 122 deer from the city streets.

Patrick Patton, City Engineer, spoke of the council tour for November 10th at 5 p.m.

Chief Walters, Fire Department, had no report.

Andrew Dutton, Community Development Director, updated the Meijer gas station and convenience store at 1201 N. Court St. which is currently occupied and leased by the Dragon Buffet. With permission from the property owner Meijer's submitted applications to the City of Medina Planning Commission and Board of Zoning Appeals for the regular meetings earlier this month. The project involved the demolition of the site and a construction of a Meijer gas station with convenient store. The role of the city's planning commission and board of zoning appeals was to review the applications based on the city's requirements. Finding that the applications met the requirements the Commissions and the Board approved the requests. In this case there appears to be an active lease for the property by the Dragon Buffet and the terms of the lease must be honored unless the party's come to another agreement. The city does not have copies of the leases or other agreements between private parties, in addition the Commission and Board approvals has no effect on an active lease. If at anytime in the future the Dragon Buffet is not able to lease the site the City's Community Development Department will provide any assistance we can to identify another suitable location.

Jansen Wehrley, Parks and Recreation Director, stated as the weather changes, there are all kinds of activities and events at the recreation center. Check out medinaoh.org click on Rec Center page.

Dan Gladish, Building Official, had no report.

Confirmation of Mayor's appointments

Board of Zoning Appeals – Steve Cooper (full member) – Expiring 12/31/27
Board of Zoning Appeals – Bill Marras (Alternate) – Expiring 12/31/28

Mr. Simpson moved to approve the Mayor's appointments, seconded by Mr. Rose. The roll was called and motion passed with the yea votes of R. Haire, P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

Notices, communications and petitions

There were none.

Unfinished Business

There is none.

Introduction of visitors

There were none.

Introduction and consideration of ordinances and resolutions.

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose: Ord. 172-25, Res. 173-25, Ord. 174-25, Ord. 175-25, Ord. 176-25, Res. 177-25, Ord. 178-25, Res. 179-25, Ord. 180-25, Ord. 181-25, Ord. 182-25, Ord. 183-25, Ord. 184-25 The role was called and motion passed with the yea votes of P. Rose, J. Shields,

C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Ord. 172-25

An Ordinance adopting an Artificial Intelligence (AI) Guideline Policy for the employees of the City of Medina. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 172-25, seconded by Mr. Rose. Mr. Rose explained this is an AI guideline policy and humanoid standards will apply. The roll was called and Ordinance/Resolution No. 172-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, R. Haire and P. Rose

Res. 173-25

A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 173-25, seconded by Mr. Rose. Mr. Dirham explained this is part of the budget process that is laid out by state code. The roll was called and Ordinance/Resolution No. 173-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire, P. Rose and J. Shields

Ord. 174-25

An Ordinance authorizing the Job Creation Grant Payment of \$53,491.89 to Carlisle Brake & Friction, AKA Friction Products for tax year 2024. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 174-25, seconded by Mr. Rose. Ms. Marshall explained this is for a payment for tax year ending 2024 and is for two job creation grants. They have met all their grant commitments. The roll was called and Ordinance/Resolution No. 174-25 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, P. Rose, J. Shields and C. Simmons.

Ord. 175-25

An Ordinance authorizing the Mayor to accept an easement on West Smith pertaining to the West Smith Water Line Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 175-25, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 175-25, seconded by Mr. Rose. Mr. Patton stated they need to secure a number of easements in order to move forward with this project. Emergency clause is requested as the property owner signed this a while ago. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, C. Simmons, and D. Simpson. The roll was called and Ordinance/Resolution No. 175-25 passed by the yea votes of R. Haire, P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

Ord. 176-25

An Ordinance authorizing the donation of \$2,000.00 to Farmers & Hunters Feeding the Hungry for the year 2025. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 176-25, seconded by Mr. Rose. Mr. Wehrley stated this would allow the donation of \$2,000.00 to Farmers & Hunters Feeding the Hungry for 2025 in Wayne and Medina County. The roll was called and Ordinance/Resolution No. 176-25 passed by the yea votes of P. Rose, J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Res. 177-25

A Resolution approving the application for a FY 2026-2027 Capital Budget Grant for a Turf Field House Addition to the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 177-25, seconded by Mr. Rose. Mr. Wehrley explained this is to construct a fieldhouse expansion on to our current fieldhouse at the rec center and total estimated project cost is 3.394 million dollars and is an addition of 7,200 sq. ft. Proposing that we submit for a Capital Budget proposal for this project. The rec center if awarded funding would be pledging about \$500,000.00 towards the project and in addition making some further applications to local foundations to see if we can cover the full project estimate. Mr. Shields stated his employer is Medina City Schools and he will abstain from voting. The roll was called and Ordinance/Resolution No. 177-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire and P. Rose. J. Shields abstained.

Ord. 178-25

An Ordinance authorizing the Mayor to enter into a Test Purchase Agreement with Grail, Inc. to participate in the Galleri Multi-Cancer Early Detection Screenings for the City of Medina Firefighters. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 178-25, seconded by Mr. Rose. Chief Walters stated this is for an annual cancer screening program. These screenings are being paid for by a gracious donation from the Park Foundation. The roll was called and Ordinance/Resolution No. 178-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire, P. Rose and J. Shields.

Res. 179-25

A Resolution accepting the donation of six stainless steel baby changing tables from Foundations Worldwide, Inc. to be used throughout the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 179-25, seconded by Mr. Rose. Jansen stated they graciously shipped us these stations at no cost and he would like to thank them for their continued donations. The roll was called and Ordinance/Resolution No. 179-25 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, P. Rose, J. Shields and C. Simmons.

Ord. 180-25

An Ordinance rezoning the properties located at 120 and 124 West Washington Street from P-F (Public Facilities) to C-2 (Central Business). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 179-25, seconded by Mr. Rose. Mr. Dutton explained this is a rezoning a request for two properties on West Washington Street. The roll was called and Ordinance/Resolution No. 179-25 passed by the yea votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, C. Simmons, and D. Simpson.

Ord. 181-25

An Ordinance authorizing the Finance Director to make certain advances related to the TIF Fund. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 181-25, seconded by Mr. Rose. Mr. Dirham explained they have to roll the advance each year. The roll was called and Ordinance/Resolution No. 181-25 passed by the yea votes of R. Haire, P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

Ord. 182-25

An Ordinance authoring the Finance Director to make certain fund advances. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 182-25, seconded by Mr. Rose. Keith stated these are new advances. Advances are loans from one fund to another. The roll was called and Ordinance/Resolution No. 182-25 passed by the yea votes of P. Rose, J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Ord. 183-25

An Ordinance authorizing the Finance Director to rollover the following advances. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 183-25, seconded by Mr. Rose. Keith stated these are the roll overs of the existing advances the state auditors require that council approves each year to show that it will be repaid. The roll was called and Ordinance/Resolution No. 183-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, R. Haire and P. Rose.

Ord. 184-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 184-25, seconded by Mr. Rose. Mr. Dirham stated these are to cover all these advances. The roll was called and Ordinance/Resolution No. 184-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire, P. Rose and J. Shields.

Council comments

Mr. Simpson reminded all the election is November 4th, you still have time to vote early. Please remember to be kind.

Ms. Haire – Yesterday was Medina’s Trunk or Treat held at the Rec Center, it was such a fun event and well organized. She and John Coyne attended and handed out candy to over 300 trick or treaters.

Mr. Simmons stated the deer are a huge concern for residents but is now receiving calls with concerns about the program we have. Appreciates Lt. Marcum and Jansen explaining the program and safe process to residents.

Ms. DiSalvo stated her school collected food to donate to local food bank as they lost their football game to Massillon.

Mr. Rose – Bring God back into the schools. Please vote. Good luck to all on ballot.

Mr. Shields mentioned it was a great week for Medina athletics! Both boys and girl’s cross-country teams qualified for State this Saturday, and on Friday night for football Medina plays Strongsville and the next two nights in soccer, girls play Strongsville and boys play St. Ignatius. Good Luck to all those teams.

Adjournment.

There being no further business, the meeting was adjourned at 8:05 p.m.

Kathy Patton, Clerk of Council

Jim Shields, President of Council Pro-Tem

RESOLUTION NO. 185-25

**A RESOLUTION AUTHORIZING THE DONATION OF
FURNITURE ITEMS FROM THE MEDINA MUNICIPAL
COURT TO THE WADSWORTH MUNICIPAL COURT.**

WHEREAS: The Municipal Court would like to donate furniture no longer being utilized by them, to the Wadsworth Municipal Court following the move to the new renovated courthouse on the Square.

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

SEC. 1: That Medina City Council hereby approves the donation of furniture from the Medina Municipal Court to the Wadsworth Municipal Court.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 186-25

**A RESOLUTION AMENDING RESOLUTION NO. 131-25,
PASSED AUGUST 25, 2025, RELATIVE TO THE
PROBATION COMMUNITY CORRECTIONS GRANT (CCA)
RENEWAL FOR THE MEDINA MUNICIPAL COURT.**

WHEREAS: Resolution No. 131-25, passed August 25, 2025, authorized the application and acceptance of the Probation Community Corrections Act Grant (CCA) renewal for the period of July 1, 2025 to June 30, 2027 for the Medina Municipal Court; and

WHEREAS: Notice was received that the grant award as been increased to \$458,789.00.

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

SEC. 1: That the grant amount stated in Resolution No. 131-25, passed August 25, 2025, is hereby amended from \$427,324.00 to \$458,789.00 for the Probation Community Corrections Grant for the period of July 1, 2025 to June 30, 2027 for the Medina Municipal Court.

SEC. 2: That a copy of the Addendum to Community-Based Corrections Subsidy Grant Agreement is marked Exhibit A, attached hereto, incorporated herein and the Mayor is authorized to sign the Addendum.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Addendum to Community-Based Corrections Subsidy Grant Agreement

Res. 186-25
Exh. A

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

RESOLUTION NO. 187-25

**A RESOLUTION AUTHORIZING THE FILING OF A
GRANT APPLICATION TO THE OFFICE OF CRIMINAL
JUSTICE SERVICES, STATE OF OHIO FOR THE FY26
BODY WORN CAMERA GRANT PROGRAM FOR THE
POLICE DEPARTMENT.**

WHEREAS: The City of Medina, Ohio intends to apply for a FY26 Office of Criminal Justice Services (OCJS), State of Ohio Body Worn Camera Grant to support the redaction software from CaseGuard, for the Police Department.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance for the FY26 Office of Criminal Justice Services, State of Ohio Body Worn Camera Grant (OCJS) for the Medina Police Department.
- SEC. 2:** That if the Grant is awarded, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.
- SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 188-25

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE THE TEMPORARY EASEMENT FOR THE MEDINA COUNTY SANITARY ENGINEERS FOR SANITARY SEWER PURPOSES.

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

- SEC. 1:** That the Mayor is hereby authorized to approve the temporary easement on City owned property, Parcel No. 028-19D-03-124 (known as the McKee property) for the Medina County Sanitary Engineers for sanitary sewer purposes.
- SEC. 2:** That a copy of the Deed of Temporary Easement for Sanitary Sewer Purposes is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 188-25 Exh.A

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.

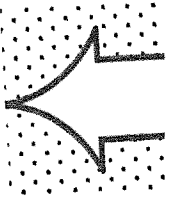
TO HAVE AND TO HOLD said premises unto said GRANTEE, the **BOARD OF COUNTY COMMISSIONERS OF MEDINA COUNTY, OHIO**, and its successors and assigns, for the activities and purposes hereinabove described.

[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

ORDINANCE NO. 189-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC. TO PROVIDE DESIGN SERVICES FOR JOB #1099 – STATE ROAD RECONSTRUCTION, PHASE 1.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Professional Services Agreement with American Structurepoint, Inc. to provide engineering design services for the City of Medina Job #1099, State Road Reconstruction, Phase 1.
- SEC. 2:** That the funds to cover the agreement in the amount of \$483,995.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

ORD. 189-25
Exh. A

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

V. 4-2024

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2021.01658

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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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ORDINANCE NO. 190-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RESOLUTION OF INTENT PERTAINING TO JOB #1140, WEST LIBERTY-SOUTH ELMWOOD-WEST WASHINGTON WATER LINE IMPROVEMENTS.

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

- SEC. 1:** That the Mayor is hereby authorized to execute the Resolution of Intent pertaining to Job #1140, West Liberty-South Elmwood-West Washington Water line improvements.
- SEC. 2:** That a copy of the Resolution of Intent is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

Clerk of Council

APPROVED: _____

SIGNED: _____

Mayor

RESOLUTION OF INTENT

ORD 10 25 - Exh-A

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 CI17AA, 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

ORDINANCE NO. 191-25

**AN ORDINANCE AMENDING ORDINANCE NO. 109-25,
PASSED JUNE 9, 2025 FOR WINTROW CONSTRUCTION
CORPORATION FOR THE ENGINEERING DEPARTMENT.**

WHEREAS: The City Engineer has requested to increase Purchase Order #2025-1003 from \$65,000.00 to \$115,000.00 in order to cover unexpected railroad repairs, which requires the Council's approval.

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

- SEC. 1:** That Ordinance No. 109-25, passed June 9, 2025 is hereby increased to Wintrow Construction from \$65,000.00 to \$115,000.00 to pay for emergency repairs to the railroad, is hereby authorized for the Engineering Department.
- SEC. 2:** That the funds to cover this expenditure are available in Account No. 145-0630-54411.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the emergency repairs have been completed and the contractor needs to be paid; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 192-25

AN ORDINANCE AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$123,500 TO TECHNOLOGY ENGINEERING GROUP, LLC FOR THE YEAR 2026.

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services; and

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

- SEC. 1:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 2:** That the expenditure of \$123,500.00 is hereby authorized to Technology Engineering Group, LLC (TEG) for the year 2026.
- SEC. 3:** That the funds to cover this expenditure are available in Account Nos. 388-0714, 574-0350 and 513-0533.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 193-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A WARRANTY DEED AND DONATION AGREEMENT FROM MARK TAYLOR AND ALEXANDRA TAYLOR FOR THE DONATION OF 1.55 ACRES OF LAND TO BE PRESERVED AS PARK PROPERTY AND OPEN SPACE FOR THE MEDINA CITY PARKS DEPARTMENT AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept a Warranty Deed from Mark Taylor and Alexandra Taylor for the donation of 1.55 acres of land, being known as the whole of Permanent Parcel No. 028-19B-08-010 with an address of 4510 Weymouth Road, Medina, Ohio 44256, to be preserved as park property and open space for the Medina City Parks Department.
- SEC. 2:** That a copy of the Warranty Deed is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Mayor is further authorized and directed to execute a Donation Agreement from Mark Taylor and Alexandra Taylor outlining the conditions of the donation.
- SEC. 4:** That a copy of the Donation Agreement is marked Exhibit B, attached hereto and incorporated herein.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to effectuate this donation before the end of the year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

WARRANTY DEED
KNOW ALL BY THESE PRESENTS

ORD 193-25
Exh. A

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.

EXHIBIT A

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 to 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

DONATION AGREEMENT

ORD. 193-25 EXH. B

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

EXHIBIT B

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

ORDINANCE NO. 194-25

**AN ORDINANCE AMENDING ORDINANCE NO. 209-24,
PASSED NOVEMBER 25, 2024. (Amendments to 2025 Budget)**

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

SEC. 1: That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0741-50111	15,000.00 *
104-0301-53313	58.87 *
109-0705-50111	15,732.50 *
143-0748-52214	250.00 *
147-0659-54411	12,825.00 *
152-0101-52211	7,406.13 *
138-0462-50111	10.57
513-0708-50111	20,000.00

SEC. 2: That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
138-0462-53311	10.57
513-0708-52215	20,000.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor