Resolutions – May 13, 2025

NUMBER	RESOLUTION TITLE
25-0368	Authorizing the Medina County Engineer to advertise for bids for the project known as C.H. 19, Lake Road Realignment, O.P.W.C Project Number DIAC08, in Medina County, Ohio
25-0369	Determining that equipment used by the Medina County Engineer is excess property and authorizing its disposal under the provisions of section 317.12 Ohio Revised Code
25-0370	Determining the necessity to close Lake Road for culvert replacements
25-0371	Determining the necessity to close county roads for multiple bridge deck sealings
25-0372	Authorizing a Cooperative Agreement between Medina County and the Ohio Water Development Authority for the Liverpool WWTP Cambi Building Enclosure Project
25-0373	Approving personnel changes for the employees under the jurisdiction of the Medina County Commissioners
25-0374	Cash transfers for various funds
25-0375	Authorizing the county auditor to transfer funds from various county department accounts to the Medina County Print Shop revenue line item
25-0376	Amendment of the FY25 Adult Probation Drug and Mental Health Court Specialized Docket Grant and amending appropriations
25-0377	Allowing expenses of county officials
25-0378	Allowing claims and authorizing issuance upon the treasurer in settlement of such list of claims
25-0379	Authorizing change orders for the Medina County Home Emergency Repair Project pursuant to Ohio Revised Code §307.86(A)(2)
25-0380	Approving a Service Contract with OhioGuidestone for the provision of older adults support groups
25-0381	Objecting to the exemption for the number of years in excess of ten and exemption for percentage of improvement exempted in excess of seventy-five percent relating to the proposed TIF ordinance for the City of Wadsworth in accordance with R.C. 5709.40€(1)
25-0382	Appointing Patricia K. Martin to the Medina County Advisory Council on Aging & Disability

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0368

AUTHORIZING THE MEDINA COUNTY ENGINEER TO ADVERTISE FOR BIDS FOR THE PROJECT KNOWN AS C.H. 19, LAKE ROAD REALIGNMENT, O.P.W.C PROJECT NUMBER DIAC08, IN MEDINA COUNTY, OHIO

WHEREAS, the Medina County Engineer has prepared and filed copies of the surveys, plans, profiles, cross-sections, estimates of costs and specifications for realigning Lake Road; and

WHEREAS, the presentation of the County Engineer on this date clearly indicates need for improvement of C.H. 19, Lake Road; and

WHEREAS, Section 5555.43 of the Ohio Revised Code authorizes the Board of County Commissioners by unanimous vote to order that all costs of such a construction project be paid out of any tax levies for road purposes on the grand duplicate of the County, or out of any road improvement funds available therefor; and

WHEREAS, the estimated cost of realigning C.H. 19, Lake Road will be in excess of Seventy-Five Thousand Dollars ($75,000.00); and

WHEREAS, the Board of County Commissioners has deemed it to be in the best interest of the people of Medina County to provide such work.

WHEREAS, the Board of Commissioners of Medina County, Ohio, that the Medina County Engineer be, and is hereby authorized to advertise for bids for C.H. 19, Lake Road Realignment.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, that:

A. This Board unanimously votes that the costs of said improvement be paid for from appropriate road improvement funds.

B. The County Engineer is hereby ordered to immediately file with this Board, the previously-prepared surveys, plans, profiles, cross-sections, estimates of costs, and specifications for the improvement herein.

C. The County Engineer is hereby ordered to advertise for bids for realigning Lake Road.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Medina County Engineer's Office

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0369

DETERMINING THAT EQUIPMENT USED BY THE MEDINA COUNTY ENGINEER IS EXCESS PROPERTY AND AUTHORIZING ITS DISPOSAL UNDER THE PROVISIONS OF SECTION 317.12 OHIO REVISED CODE

WHEREAS, the Board of County Commissioners under Section 307.12, Ohio Revised Code, finds by Commissioners Resolution that the County Engineer has equipment which is not needed for public use or is unfit for the use for which it was acquired; and

WHEREAS, the County Engineer will purchase new equipment to replace the above-mentioned equipment for use by the Medina County Highway Department; and

WHEREAS, the County Engineer has determined that the equipment in question, (1) one 2013 GMC Sierra 1500 2WD Pickup Truck (VIN #1GTN1TEX6DZ364824) and (1) one 2011 FORD ESCAPE (VIN# 1FMCU9C79BKC40617) is surplus, and is no longer needed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, pursuant to Section 307.12, Ohio Revised Code that the Medina County Engineer is hereby authorized dispose of the above-mentioned equipment, by trade-in, public auction, sale to another government entity or by scrap.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Medina County Engineer’s Office

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0370

DETERMINING THE NECESSITY TO CLOSE LAKE ROAD FOR CULVERT REPLACEMENTS

WHEREAS, per Section 5543.17 of the Ohio Revised Code, the Medina County Engineer has determined it necessary to close Lake Road, County Road 44, for 3 days as follows:

Lake Road (C.H. 19) in Lafayette Township, between Eastlake Road (T.R.181) and Longacre Lane (C.H. 194) will be closed Tuesday, May 27, 2025 through Wednesday, May 28, 2025 for the replacement of Culvert No. 31 which lies approximately 950 feet north of Eastlake Road; and

Lake Road (C.H. 19) in Lafayette Township, between Lonacre Lane (C.H. 194) and Heather Hedge Drive (C.H. 196) will be closed Thursday, May 29, 2025 for the replacement of Culvert No. 34 which lies approximately 90 feet south of Heather Hedge Drive; and

WHEREAS, the Medina County Engineer Highway Department will perform the culvert replacements under the direction of the Medina County Engineer; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, that Lake Road (C.H. 19), will be closed Tuesday, May 27, 2025 through Thursday, May 29, 2025 as determined necessary by the Medina County Engineer.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Medina County Engineer's Office

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0371

DETERMINING THE NECESSITY TO CLOSE COUNTY ROADS FOR MULTIPLE BRIDGE DECK SEALINGS

WHEREAS, per Section 5543.17 of the Ohio Revised Code, the Medina County Engineer has determined it necessary to close various county bridges for bridge deck sealing between Monday, May 19, 2025 through Friday, June 13, 2025 as follows:

Bridge 42 on River Corners Road (C.H. 27) in Spencer Township, between Spencer Mills Road (T.H. 77) and Smith Road (C.H.4) for 1 day in May for deck sealing.

Bridge 17 on Marks Road (C.H. 22) in Medina Township, between Wolff Road (TH 94) and Hamilton Road (CH 76) for 1 day in May for deck sealing.

Bridge 17 on Pawnee Road (T.H. 28) in Homer Township, between Crawford Road (TH 80) and Greenwich Road (FH 224) for 1 day in May for deck sealing.

Bridge 1 on Friendsville Road (C.H. 35) in Westfield Township, between the Southern County Line and Garman Road (TH 91) for 1 day in May for deck sealing.

Bridge 30 on River Styx Road (C.H.49) in Montville Township, between Fixler Road (CH 75) and Poe Road (TH 71) for 1 day in May for deck sealing.

Bridge 51 on River Styx Road (C.H.49) in Montville Township, between Ridgewood Road (TH 60) and Smith Road (CH 4) for 1 day in May for deck sealing.

Bridge 1 on Chippewa Road (C.H. 50) in Chatham Township, between Avon Lake Road (SR 83) and Vandemark Road (CH 31) for 1 day in May for deck sealing.

Bridge 21 on Fenn Road (C.H. 70) in Medina Township, between Pearl Road (SR 42) and Thomas Lincoln Parkway (TH 602) for 1 day in May for deck sealing.

Bridge 27 on Greenwich Road (C.H. 97) in Guilford Township, between High Street (CH 185) and Ryan Road (CH 40) for 1 day in May for deck sealing.

Bridge 5 on Shaw Road (C.H. 99) in Chatham Township, between Congress Road (TH 29) and Richman Road (TH 69) for 1 day in May for deck sealing.

Bridge 21 on Neff Road (C.H. 128) in Liverpool Township, between Stiegler Road (TH 165) and Abbeyville Road (CH 47) for 1 day in May for deck sealing.

Bridge 2 on Mill Road (T.H. 147) in Guilford Township, between Prospect Road (TH 146) and Sterling Road (CH 43) for 1 day in May for deck sealing.
WHEREAS, the Medina County Highway Department will perform the deck sealings under the direction of the Medina County Engineer; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, that the following aforesaid bridges will be closed during various days in the month of May 2025 as determined necessary by the Medina County Engineer.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Medina County Engineer's Office

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0372

AUTHORIZING COOPERATIVE AGREEMENT BETWEEN MEDINA COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY FOR THE LIVERPOOL WWTP CAMBI BUILDING ENCLOSURE PROJECT

WHEREAS, the County of Medina (hereinafter referred to as the "LGA") has determined the need to construct an approximately 15,200 square foot building enclosure over the existing CAMBI System at the Liverpool Wastewater Treatment Plant; and

WHEREAS, the LGA desires to cooperate with the Ohio Water Development Authority (hereinafter referred to as the "OWDA") in the State Planning Project for the Medina County Water District through the OWDA's Local Government Agency Program, instituted pursuant to Regulations adopted by the OWDA on December 9, 1979, as amended, under the provisions, terms and conditions of the cooperative agreement, substantially in the form now on file with the Sanitary Engineer; and

WHEREAS, OWDA has stated its desire to cooperate in the Liverpool WWTP CAMBI Building Enclosure Project per the provisions, terms, and conditions, substantially in the form now on file with the Sanitary Engineer.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, that

1) The LGA hereby approves the Liverpool WWTP CAMBI System Building Enclosure Project in cooperation with the OWDA under the provisions, terms and conditions of the Cooperative Agreement, substantially in the form now on file with the Sanitary Engineer, and as approved by the County Prosecutor; and

2) That the Sanitary Engineer is hereby authorized to sign all loan documents on behalf of the Board of County Commissioners of Medina County, Ohio.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Sanitary Engineering Department

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0373

APPROVING PERSONNEL CHANGES FOR THE EMPLOYEES UNDER THE JURISDICTION OF THE MEDINA COUNTY COMMISSIONERS

WHEREAS, it is advisable and necessary that the following personnel changes be made for the employees working for the County Commissioners on the dates listed below:

NEW HIRE

Liberty Morrison, Maintenance, Part Time Cleaning Technician at $15.00 on fund 28052806 50030 effective 5/7/25 (PCN 280628057)

Stacy Waite, SAS, Full-Time Outreach Specialist at $20.50 on fund 60509284 50030 20%, 60709280 50030 10%, 60709291 50030 50% & 60709292 50030 10% effective 5/19/25 (PCN 928692803)

RATE INCREASE

Frederick Kurz, Sanitary, Operator-In-Training "From" $24.50 "TO" $25.50 on fund 10005400 50040 effective 5/28/25 (1-year increase per CBA)

James Ouk, Sanitary, Operator-In-Training "From" $24.50 "TO" $25.50 on fund 10005400 50040 effective 5/28/25 (1-year increase per CBA)

David Brandon, Sanitary, Treatment Plant Operations Manager "From" $50.50 "TO" $52.50 on fund 10005400 50030 50% & 16005400 50030 50% effective 5/6/2025 (Anniversary Increase)

Kayla Shellenbarger, Sanitary, Laboratory Technician "From" $29.50 "TO" $32.00 on fund 1005400 50040 effective 5/1/25 (2-year increase per CBA)

Ethan Wootton, Sanitary, Water Computer Operator "From" $19.25 "TO" $20.00 on funds 10005400-50030 50% & 16005400-50030 50% effective 4/27/25 (Anniversary Increase)

Rose Fike, County Home, Resident Care Aide "From" $15.37 "TO" $15.98 on fund 00103600 50030 effective 4/30/25

PROMOTION

Thomas Rought, Sanitary, "From" Operator 2 at $31.25 "TO" Operator 3 at $34.00 on fund 10005400 50040 effective 4/17/25 (Received Class 3 License per CBA)

DATE CORRECTION

Courtney Zeilman, JFS, Protective Services Manager, promotion date is 5/19/25 (Incorrect date on Resolution 25-0347)

LEAVE OF ABSENCE

David Ling, Sanitary, Water Supply Specialist, Family Medical Leave of Absence beginning 5/5/25 ending TBD

RESIGNATION

Raymond Gigliotti, Sanitary, Project Inspector effective 5/16/25

PROBATIONARY REMOVAL

Jasmine Dozier, County Home, Intermittent Resident Care Aide (STNA) effective 5/5/25 (PCN 361036001)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio, that the personnel changes listed above will become effective on the dates listed.

BE IT FURTHER RESOLVED that the President of the Board be authorized to sign the personnel action forms for these changes.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Human Resources

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0374

CASH TRANSFERS FOR VARIOUS FUNDS

WHEREAS, It is now appropriate to transfer funds to reimburse the Medina County Engineer and Storm Water Management Department for time spent in subdivisions for drain management during the 2024 calendar year, and

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the County Auditor be and is hereby authorized to transfer the following funds:

CASH TRANSFERS

FROM	TO	AMOUNT
31654300 50590	02054300 40420	11,750.00
31654300 50590	02004300 40420	2,825.00

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0375

AUTHORIZING THE COUNTY AUDITOR TO TRANSFER FUNDS FROM VARIOUS COUNTY DEPARTMENT ACCOUNTS TO THE MEDINA COUNTY PRINT SHOP REVENUE LINE ITEM

WHEREAS, O.R.C. 5705.15 provides for the transfer of funds from one fund to another, and

WHEREAS, the Board of County Commissioners has determined it necessary to transfer funds from various department accounts for the Medina County Print Shop services rendered during the month of April 2025, and

WHEREAS, written approval has been received from said departments authorizing the County Finance Department to implement such transfers for these services.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the County Auditor be and is hereby authorized to transfer the following funds:

FROM EXPENSE ACCOUNT	TO REVENUE ACCOUNT	AMOUNT
Veterans Service 00103800 50540	00100105 40078	1,265.54
Dog Shelter 01004030 50100	00100105 40078	217.43
Job and Family Services 01204100 50100	00100105 40078	102.38
Real Estate Assessment 01754200 50540	00100105 40078	91.58
Adult Probation 01871900 50100	00100105 40078	7.50
Court Mediation 01881603 50100	00100105 40078	140.76
County Engineer 02004300 50100	00100105 40078	10.16
Highway Engineer 02004302 50100	00100105 40078	5.00
Transit 61229200 50100	00100105 40078	9.63
Loss Control		

RESOLUTION NO. 25-0375 (cont'd)

71007101 50100	00100105 40078	29.77
	Total	$1,879.75

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Finance Department

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0376

AMENDMENT OF THE FY25 ADULT PROBATION DRUG AND MENTAL HEALTH COURT SPECIALIZED DOCKET GRANT AND AMENDING APPROPRIATIONS

WHEREAS, Medina County Adult Probation has entered into an MOU with the Medina County Mental Health and Recovery Board (MHRB) for the FY25 Specialized Docket Funding, and

WHEREAS, additional funding has become available for this agreement in the amount of $6,119.00, and

WHEREAS, the funding period for this grant will end on June 30, 2025, and

WHEREAS, the following appropriation must be adjusted now in order to properly account for all program-related receipts and expenditures for the grant period, and

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the grant amendment be accepted.

BE IT FURTHER RESOLVED that the following revenue and appropriation accounts be adjusted by the County Auditor to reflect the grant amendment:

ACCOUNT	ACCOUNT NAME	FROM	TO	DIFFERENCE
01871925 50691	Adult Probation Grants	0.00	6,119.00	+6,119.00

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0377

ALLOWING EXPENSES OF COUNTY OFFICIALS

WHEREAS, requests for expenses for attending conventions/meeting/seminars have been received in accordance with Section 325.20 of the Ohio Revised Code.

WHEREAS, this Board of County Commissioners has reviewed these requests and found them to be in conformance with Section 325.20 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the expenses for attending the following conventions/meetings/seminars be and is hereby approved:

Veterans- Additional			
Ohio State Association of County Veterans Service Officers Spring School, Dublin, OH			
April 30-May 2, 2025	E. Zackery, M. Phillipp	00103800 50560	657.08
Sanitary			
Northeast Section of the Ohio Water Environment Association Facility Tours and Business Meeting, Broadview Heights, OH			
May 22, 2025	A. Trentman	10005400 50560	105.00
Sheriff			
Desert Snow Criminal Interdiction Workshop, Columbus, OH			
July 7-9, 2025	N. Yarborogh, M. Montgomery	79232900 50550	2,250.00

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0378

ALLOWING CLAIMS AND AUTHORIZING ISSUANCE UPON THE TREASURER IN SETTLEMENT OF SUCH LIST OF CLAIMS

WHEREAS, the payment of the required county bills to vendors in the total amount of $2,405,529.37 are included in the Auditor's office reports from 04/30/2025 to 05/7/2025 for checks dated 05/19/2025 and are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same; and

WHEREAS, a complete list of bills is maintained in the Auditor's office.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Medina, County, Ohio hereby authorizes payment of the county bills in the amount of $2,405,592.37, and authorizes the County Auditor to issue warrants on the County Treasurer for payment in the same.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Finance Department

Entry Date	Batch	CHECK RUN	Count	Invoice Amount	Invoices Released	Year	Effective Date	Due Date	Dept
04/16/2025	2346	051925	19	5,703.10	All	2025	05/19/2025	05/19/2025	2900
04/16/2025	2348	051925	13	3,307.27	All	2025	05/19/2025	05/19/2025	2900
04/16/2025	2349	051925	7	4,769.04	All	2025	05/19/2025	05/19/2025	2900
04/17/2025	2350	051925	11	2,310.41	All	2025	05/19/2025	05/19/2025	9280
04/17/2025	2356	051925	2	348.00	All	2025	05/19/2025	05/19/2025	4300
04/17/2025	2359	051925	1	35.96	All	2025	05/19/2025	05/19/2025	3200
04/18/2025	2371	051925	3	1,028.00	All	2025	05/19/2025	05/19/2025	0700
04/18/2025	2372	051925	1	32.54	All	2025	05/19/2025	05/19/2025	5600
04/18/2025	2373	051925	2	3,218.00	All	2025	05/19/2025	05/19/2025	0100
04/21/2025	2383	051925	2	167.42	All	2025	05/19/2025	05/19/2025	0100
04/22/2025	2408	051925	5	1,156.40	All	2025	05/19/2025	05/19/2025	0300
04/23/2025	2429	051925	1	150.00	All	2025	05/19/2025	05/19/2025	2115
04/23/2025	2434	051925	10	2,785.53	All	2025	05/19/2025	05/19/2025	4100
04/24/2025	2441	051925	1	114.00	All	2025	05/19/2025	05/19/2025	0500
04/25/2025	2453	051925	17	1,750.93	All	2025	05/19/2025	05/19/2025	1900
04/28/2025	2468	051925	1	64.04	All	2025	05/19/2025	05/19/2025	3600
04/30/2025	2508	051925	9	2,376.84	All	2025	05/19/2025	05/19/2025	2300
05/01/2025	2520	051925	40	76,459.68	All	2025	05/19/2025	05/19/2025	2900
05/01/2025	2521	051925	5	3,005.10	All	2025	05/19/2025	05/19/2025	4100
05/01/2025	2522	051925	4	3,095.15	All	2025	05/19/2025	05/19/2025	1800
05/01/2025	2523	051925	14	11,235.24	All	2025	05/19/2025	05/19/2025	4100
05/01/2025	2527	051925	4	811.00	All	2025	05/19/2025	05/19/2025	0500
05/02/2025	2529	051925	37	26,256.73	All	2025	05/19/2025	05/19/2025	4100
05/05/2025	2530	051925	35	30,404.96	All	2025	05/19/2025	05/19/2025	4100
05/02/2025	2534	051925	2	406.76	All	2025	05/19/2025	05/19/2025	1650
05/02/2025	2535	051925	1	393.00	All	2025	05/19/2025	05/19/2025	2100
05/02/2025	2536	051925	5	488.26	All	2025	05/19/2025	05/19/2025	2805
05/06/2025	2537	051925	24	17,793.61	All	2025	05/19/2025	05/19/2025	2900
05/05/2025	2546	051925	6	15,227.34	All	2025	05/19/2025	05/19/2025	9200
05/05/2025	2548	051925	1	69.99	All	2025	05/19/2025	05/19/2025	5400
05/05/2025	2549	051925	13	32,376.57	All	2025	05/19/2025	05/19/2025	0100
05/05/2025	2553	051925	4	59,936.82	All	2025	05/19/2025	05/19/2025	5400
05/06/2025	2554	051925	26	24,911.99	All	2025	05/19/2025	05/19/2025	9280
05/05/2025	2556	051925	27	867,826.98	All	2025	05/19/2025	05/19/2025	5400
05/05/2025	2557	051925	10	10,170.33	All	2025	05/19/2025	05/19/2025	0300
05/05/2025	2558	051925	3	14,264.05	All	2025	05/19/2025	05/19/2025	1800
05/05/2025	2561	051925	2	30,379.56	All	2025	05/19/2025	05/19/2025	0100
05/05/2025	2563	051925	1	640.26	All	2025	05/19/2025	05/19/2025	9280
05/05/2025	2565	051925	6	3,980.91	All	2025	05/19/2025	05/19/2025	4300
05/05/2025	2566	051925	7	17,571.48	All	2025	05/19/2025	05/19/2025	1900
05/06/2025	2567	051925	44	54,371.54	All	2025	05/19/2025	05/19/2025	4300
05/06/2025	2568	051925	29	66,813.15	All	2025	05/19/2025	05/19/2025	5400
05/06/2025	2572	051925	8	11,733.65	All	2025	05/19/2025	05/19/2025	2300
05/06/2025	2573	051925	1	58.79	All	2025	05/19/2025	05/19/2025	1604
05/06/2025	2574	051925	12	160,919.48	All	2025	05/19/2025	05/19/2025	0100
05/07/2025	2575	051925	5	47,852.10	All	2025	05/19/2025	05/19/2025	0100
05/06/2025	2576	051925	6	32,264.70	All	2025	05/19/2025	05/19/2025	5400
05/06/2025	2577	051925	1	104.33	All	2025	05/19/2025	05/19/2025	1604
05/06/2025	2578	051925	3	277.99	All	2025	05/19/2025	05/19/2025	2300
05/06/2025	2580	051925	4	800.00	All	2025	05/19/2025	05/19/2025	0100
05/06/2025	2581	051925	3	172.59	All	2025	05/19/2025	05/19/2025	3600
05/06/2025	2582	051925	1	219.63	All	2025	05/19/2025	05/19/2025	4100

05/06/2025	2583	051925	2	148,797.00	All	2025	05/19/2025	05/19/2025	0100
05/06/2025	2584	051925	12	7,655.14	All	2025	05/19/2025	05/19/2025	0700
05/06/2025	2585	051925	1	200.50	All	2025	05/19/2025	05/19/2025	2900
05/06/2025	2586	051925	17	108,574.66	All	2025	05/19/2025	05/19/2025	5600
05/06/2025	2587	051925	3	255.50	All	2025	05/19/2025	05/19/2025	1601
05/06/2025	2588	051925	24	261,100.83	All	2025	05/19/2025	05/19/2025	4100
05/07/2025	2589	051925	2	723.52	All	2025	05/19/2025	05/19/2025	4100
05/07/2025	2590	051925	15	70,029.81	All	2025	05/19/2025	05/19/2025	2100
05/07/2025	2591	051925	8	3,246.94	All	2025	05/19/2025	05/19/2025	3600
05/07/2025	2592	051925	3	2,398.70	All	2025	05/19/2025	05/19/2025	3600
05/07/2025	2593	051925	2	400.00	All	2025	05/19/2025	05/19/2025	2900
05/07/2025	2594	051925	2	3,730.46	All	2025	05/19/2025	05/19/2025	0100
05/07/2025	2595	051925	13	7,881.44	All	2025	05/19/2025	05/19/2025	0100
05/07/2025	2596	051925	2	2,550.00	All	2025	05/19/2025	05/19/2025	4100
05/07/2025	2597	051925	12	827.06	All	2025	05/19/2025	05/19/2025	2805
05/07/2025	2599	051925	16	68,983.03	All	2025	05/19/2025	05/19/2025	0100
05/07/2025	2600	051925	17	17,549.71	All	2025	05/19/2025	05/19/2025	2805
05/07/2025	2602	051925	1	122.77	All	2025	05/19/2025	05/19/2025	1200
05/07/2025	2603	051925	7	16,213.66	All	2025	05/19/2025	05/19/2025	2115
05/07/2025	2604	051925	4	417.47	All	2025	05/19/2025	05/19/2025	2805
05/07/2025	2605	051925	48	16,582.27	All	2025	05/19/2025	05/19/2025	2805
05/05/2025	2606	051925	1	21.00	All	2025	05/19/2025	05/19/2025	4200
05/07/2025	2607	051925	3	3,492.56	All	2025	05/19/2025	05/19/2025	0105
05/07/2025	2610	051925	14	11,227.14	All	2025	05/19/2025	05/19/2025	4000
		TOTAL	**728**	**$ 2,405,592.37**					

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0379

AUTHORIZING CHANGE ORDERS FOR THE MEDINA COUNTY HOME EMERGENCY REPAIR PROJECT PURSUANT TO THE OHIO REVISED CODE §307.86(A)(2)

WHEREAS, the Medina County Board of Commissioners approved Resolution 25-0169 on March 4, 2025 which declared an emergency and authorized repairs to the foundation of the Medina County Home, and

WHEREAS, the Medina County Board of Commissioners approved Resolution 25-0170 on March 4, 2025 engaging Envelope Consulting Services, LLC. and Lawler Construction. LLC. for design and preconstruction services specifically related to the County Home foundation and emergency repairs, and

WHEREAS, the Medina County Board of Commissioners approved a contract agreement through Resolution 25-0233 with Lawler Construction LLC to begin emergency stabilization and abatement services at the County Home with a cost not to exceed $30,000, and

WHEREAS, the Project Architect has prepared and presented a change order request which would allow for the structural repair and waterproofing of the north wing of the County Home building, and

WHEREAS, the following represents a summary of Change Order 2 for this project:

CO	Description of Work	Contract Amount Before CO	New CO Amount	Revised Contract Amount
1	Demolition	$26,214.12	$5,235.20	$31,449.32
2	Repairs	$31,449.32	$480,135.27	$511,584.59

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the above-referenced Change Orders, as summarized by the attached Exhibit A, be approved for the Medina County Home Emergency Repair Project.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: County Administrator

CHANGE ORDER

Owner	☒
Architect	☒
Consultant	☐
Contractor	☒
Field	☐
Other	☐

CHANGE ORDER INFORMATION: **Change Order No.: CO-002** **Date Issued: May 9, 2025**

PROJECT: Medina County Home Repair Project

OWNER: Medina County Board of Commissioners
144 North Broadway Street, Medina, OH 44256

CONTRACTOR: Lawler Construction, LLC
750 Beta Drive, Unit H
Cleveland, OH 44143

ARCHITECT: Envelope Consulting Services, LLC
12060 Clark Road
Chardon, OH 44024

CONTRACT FOR: All Work

ARCHITECT'S PROJECT NUMBER: 25-013

CONTRACT DATED: March 20, 2025

The Contract is changed as follows:

DESCRIPTION: COR #2 includes the deduct for the demo work owing to a change of subcontractor.
COR #3 includes the deduct for the unused portion of the HVAC allowance.
COR #4 includes the add for the repair work based on the drawings and project manual prepared by ECS and dated April 18, 2025.

ATTACHMENTS:

COR #2 from Lawler Construction dated 4/8/2025;	Deduct of	$ 172.13
COR #3 from Lawler Construction dated 4/11/2025.	Deduct of	$ 5,498.60
COR #4 from Lawler Construction dated 5/7/2025.	Add of	$485,806.00
Drawing and Specifications prepared by ECS dated April 18, 2025.		
	SUBTOTAL:	$480,135.27

The original Contract Sum was	$ 26,214.12
Net change by previously authorized Change Orders	$ 5,235.20
The Contract Sum prior to this Change Order was	$ 31,449.32
The Contract Sum will be increased by this Change Order in the amount of	$ 480,135.27
The new Contract Sum including this Change Order will be	$ 511,584.59
The Contract Time will be (increased) by	(134) days.
The new date of Substantial Completion will be:	September 11, 2025

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR, AND OWNER.

Envelope Consulting Services, LLC	Medina County Board of Commissioners	Lawler Construction, LLC
Architect	**Owner**	**Contractor**
12060 Clark Road Chardon, OH 44024	5827 Highland Road Highland Heights, OH 44143	750 Beta Drive, Unit H Cleveland, OH 44143
Address	**Address**	**Address**
By: _____ James R. Duber, Architect	By: _____	By: _____ Tom Lawler
Date: May 9, 2025	Date:	Date: 5/8/25

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0380

APPROVING A SERVICE CONTRACT WITH OHIOGUIDESTONE FOR THE PROVISION OF OLDER ADULTS SUPPORT GROUPS

WHEREAS, the Medina County Senior & Adult Services is committed to enhancing the health and well-being of older adults in the community through programs that support mental, emotional, and social well-being; and

WHEREAS, OhioGuidestone has the expertise and capacity to deliver the "Silver Linings" mental health support and learning groups, which are designed to meet the specific needs of older adults; and

WHEREAS, the Medina County Senior & Adult Services recommends entering into a Service Contract with OhioGuidestone to provide such group sessions at a rate of $630 per group session; and

WHEREAS, the contract period will begin on September 1, 2024, and will continue through December 31, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that:

1. The Service Contract between Medina County Senior & Adult Services and OhioGuidestone for the provision of "Silver Linings" mental health support and learning groups for older adults is hereby approved.
2. The approved contract shall be for the period of September 1, 2024 through December 31, 2025, at a rate of $630 per group session.
3. The Board authorizes the Director of Senior & Adult Services or their designee to execute the contract and all necessary documentation related to the implementation of this service.
4. The cost of this contract shall be paid from funds appropriated for the operation of Senior & Adult Services and in accordance with County financial procedures.

BE IT FURTHER RESOLVED that this resolution shall take effect and be in force immediately upon its adoption.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: County Administrator

SERVICE CONTRACT
OLDER ADULTS SUPPORT GROUPS

THIS CONTRACT is effective this 1st day of September, 2024, and is by and between The Medina County Senior & Adult Services, located at 246 Northland Drive, G20, Medina, Ohio 44256 (hereinafter referred to as "Purchaser") and OhioGuidestone, an Ohio not-for-profit corporation with a principal office located at 343 W. Bagley Rd., Berea, Ohio 44017 (hereinafter referred to as "OhioGuidestone").

WITNESSETH

WHEREAS, OhioGuidestone provides behavioral health and supportive services for vulnerable populations throughout the State of Ohio; and

WHEREAS, Purchaser wishes to purchase from OhioGuidestone such services as described in this Contract.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, Purchaser and OhioGuidestone agree as follows:

1.0 Purchase of Services

Subject to the terms and conditions set forth in this Contract, OhioGuidestone agrees to provide, and Purchaser agrees to purchase, Silver Linings mental health support and learning groups in the manner set forth herein. Services which have not been included in this Contract shall be separately purchased if approved by Purchaser by amendment of this Contract. OhioGuidestone agrees to provide services consistent with current state and federal laws and regulations.

Purchaser will identify the individuals referred for this service.

2.0 Contract Period

This Contract will be effective from September 1, 2024 through December 31, 2025 both inclusive, unless otherwise terminated. The parties may extend this contract upon mutual written consent.

3.0 Program Services

OhioGuidestone will provide Silver Linings for referred individuals during the term of this Contract. Silver Linings is provided as a course of 5 weekly sessions. Each group session will last approximately 90 minutes. The dates and times of the courses and sessions will be mutually agreed upon between Purchaser and OhioGuidestone.

4.0 Invoicing and Payment

4.1 **Cost of Services.** Purchaser agrees to pay OhioGuidestone $630 per group session.

4.2 **Invoice.** OhioGuidestone shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to Purchaser covering purchased services rendered during such month. The invoice shall separately identify each service included in that invoice, including the name or other identifier of each service recipient, date provided, and charge therefore.

Invoices should be forwarded to:

Medina County Senior & Adult Services
246 Northland Drive, G20
Medina, Ohio 44256

4.3 **Payment.** Purchaser shall review such invoice for completeness and request any additional necessary changes before making payment. Purchaser shall process, in full, all invoices covering purchased services rendered within thirty (30) days of receipt.

5.0 Additional Contractual Requirements

5.1 **Insurance.** By signing a contract with Purchaser, OhioGuidestone agrees to maintain Commercial General Liability Insurance with limits of not less than $1,000,000 each occurrence and $3,000,000 general aggregate; Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles of not less than $1,000,000 combined single limit (bodily injury & property damage); and Worker's Compensation Insurance.

5.2 **Discrimination.** OhioGuidestone agrees that there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination.

5.3 **Amendment.** This Contract may be amended at any time by written instrument agreed to, and signed by all parties.

5.4 **Assignment.** Neither Purchaser nor OhioGuidestone shall assign, or in any way transfer, either's interest in this Contract without the written consent of the other.

5.5 **No Transfer.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted under this

agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer in violation of this section will be void.

6.0 Confidentiality

6.1 **Client Information.** OhioGuidestone shall protect from unauthorized disclosure all confidential information in its possession relating to clients receiving services pursuant to this Contract. Provider agrees that the use or disclosure by its employees, volunteers or agents of any information concerning clients served under this Contract, for any purpose not directly related to the performance of OhioGuidestone's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent, court order, or other basis required by law.

6.2 **Protected Health Information.** OhioGuidestone shall comply with all applicable state and federal laws regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the Provider that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto.

6.3 **Confidential and Proprietary Information.** Purchaser and OhioGuidestone agree that any information received during the furtherance of either Party's obligations in accordance with this Contract, which concerns the personal, financial or other affairs of Purchaser or OhioGuidestone, will be treated as confidential and will not be revealed to any other persons, firms or organizations.

7.0 Construction

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts.

8.0 Indemnification

To the extent permitted by law, OhioGuidestone and Purchaser hereby indemnify, defend and hold harmless the other party and their respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description arising under or related to this Contract.

9.0 Relationship of Parties

OhioGuidestone and Purchaser agree that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. OhioGuidestone agrees that, as an independent contractor, OhioGuidestone assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by Purchaser hereunder. OhioGuidestone agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

10.0 Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to all matters that are the subject of this Contract. This Contract may be amended only by the mutual agreement of the parties and only by a writing signed by both parties. The parties specifically acknowledge that no promises, warranties or representations have been made to or relied upon by them other than those contained in this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by e-mail or facsimile shall have the same effect as original signatures.

11.0 Termination

Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

12.0 Notices

Except as otherwise specifically set forth in this Contract, notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the addresses given below.

OhioGuidestone
Brant Russell
343 W. Bagley Rd.
Berea, OH 44017

Purchaser
Medina County Senior & Adult Services
246 Northland Drive, G20
Medina, Ohio 44256

Notice shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Either party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

13.0 Electronic Signatures

By entering into this Contract the Purchaser and OhioGuidestone agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring signatures may be executed by electronic means and that the electronic signatures affixed to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document.

IN WITNESS WHEREOF, Purchaser and OhioGuidestone have entered into this Contract which is effective as of the date written above.

OhioGuidestone:		**Medina County Senior & Adult Services:**	
Signature:	Brant Russell	Signature:	
Name:	Brant Russell	Name:	
Title:	President & CEO	Title:	
Date:	1/15/2025	Date:	

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0381

RESOLUTION OBJECTING TO THE EXEMPTION FOR THE NUMBER OF YEARS IN EXCESS OF TEN AND EXEMPTION FOR PERCENTAGE OF IMPROVEMENT EXEMPTED IN EXCESS OF SEVENTY-FIVE PERCENT RELATING TO THE PROPOSED TIF ORDINANCE FOR THE CITY OF WADSWORTH IN ACCORDANCE WITH R.C. 5709.40(E)(1)

WHEREAS, on or about April 16, 2025, the Medina County Board of Commissioners ("County") received formal notice from the City of Wadsworth ("City") of the City's intention to consider passage of the TIF Ordinance ("Ordinance") pursuant to Section 5709.40(E)(1) of the Ohio Revised Code; and

WHEREAS, the passage of the Ordinance by the City would exempt from real property taxes 100% of the incremental increase in assessed value of certain parcels of real property identified in the Ordinance for thirty (30) years pursuant to Section 5709.40(C) of the Ohio Revised Code; and

WHEREAS, ninety-two (92) single family units and one hundred eighty-eight (188) attached townhouse units are proposed for construction within the area proposed for tax exemption and the true value in money of the improvements is estimated to be approximately $99,304,000; and

WHEREAS, the City anticipates that service payments in lieu of taxes created by the improvements will be used to pay for public infrastructure improvements which will serve properties exempted by the Ordinance; and

WHEREAS, Section 5709.40(E)(2) of the Ohio Revised Code permits a board of county commissioners of a county within which an incentive district and real property tax exemption pursuant to 5709.40(C) of the Ohio Revised Code will be located, to object to the exemption for the number of years in excess of ten and the exemption for the percentage of the improvement to be exempted in excess of seventy-five percent; and

WHEREAS, if a board of county commissioners objects, the board may negotiate a mutually acceptable compensation agreement with the legislative authority of the municipality and the compensation provided to the board cannot exceed the property taxes foregone due to the exemption; and

WHEREAS, if a board and legislative authority for the municipality fail to negotiate a mutually acceptable compensation agreement, the ordinance adopted by the legislative authority shall provide to the board compensation in the eleventh and subsequent years of the exemption period equal in value to not more than fifty percent of the taxes that would be payable to the county; and

WHEREAS, if a board's objection includes an objection to the exemption percentage in excess of seventy-five percent, compensation equal in value to not more than fifty percent of the taxes that would be payable to the county on the portion of the improvements in excess of seventy-five percent, were that portion to be subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Medina County Board of Commissioners, that the County hereby objects to the exemption for the number of years in excess of ten and the

exemption for the percentage of the improvements to be exempted in excess of seventy-five percent, as provided in Section 5709.40(40)(E)(2) of the Ohio Revised Code.

BE IT FURTHER RESOLVED, that the County requests the City enter into discussions with the County for purposes of negotiating a mutually acceptable compensation agreement for the County.

BE IT FURTHER RESOLVED, that the County does not otherwise waive any rights, including but not limited to, its right under Section 5709.913 of the Ohio Revised Code to receive a portion of the service payments made each year equal to the amount calculated under Section 5709.913(C)(4) of the Ohio Revised Code.

BE IT FURTHER RESOLVED, that the Clerk of the Medina County Board of Commissioners is hereby instructed to transmit a certified copy of this resolution to the Wadsworth City Council no later than thirty (30) days after the County's receipt of the City's notice.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Commissioners' Office

NOTICE OF INTENT TO CREATE INCENTIVE DISTRICT

To: Medina County Commissioners
Medina County, Ohio
144 N. Broadway Street
Medina, OH 44256

Via Hand Delivery on April 16, 2025

Re: Notice of Intent to Create Incentive District in the City of Wadsworth (Addison Wadsworth TIF Incentive District)

Pursuant to Section 5709.40(E) of the Ohio Revised Code (the "Revised Code"), the City of Wadsworth (the "City") is hereby providing notice to the Board of Commissioners of Medina County, Ohio (the "County") that the City Council intends to consider passage of an ordinance (the "TIF Ordinance") pursuant to Section 5709.40(C) of the Revised Code that will create an incentive district (the "Incentive District") and will exempt from real property taxation certain improvements (the "Developer Improvements") constructed upon certain parcels in the Incentive District located in the City and depicted on Exhibit A attached hereto.

The TIF Ordinance will declare the Developer Improvements in the Incentive District to be a public purpose and thus exempt from real property taxation. Improvements, including the Developer Improvements, are defined in Section 5709.40 of the Revised Code to be the increase in the true value of real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Ordinance. A list of each Developer Improvement plus an estimate of the true value in money of the Developer Improvement is attached hereto as Exhibit B. A copy of the proposed form of the TIF Ordinance is attached hereto as Exhibit C.

In connection with the Developer Improvements, the City expects to make or cause the Developer, Addison Wadsworth Hartman, LLC to make, certain public improvements to service the Incentive District (the "Public Improvements") described in the TIF Ordinance. To finance the costs of the Public Improvements, the City Council intends to consider passage of the TIF Ordinance, thereby exempting 100% of the Developer Improvements from real property taxation for a period of up to 30 years, as further described in the TIF Ordinance.

The City Council plans to consider and may pass the TIF Ordinance at its meeting to be held as early as June 18, 2025. It is contemplated that the TIF Ordinance will be effective immediately upon such passage. Please let the undersigned know if additional information is required. Your cooperation in connection with this mutually beneficial project for the community is much appreciated.

Dated: April 16, 2025

CITY OF WADSWORTH, OHIO

By: _____
Justin Markey, Authorized Representative
Roetzel & Andress, LPA
222 S. Main St., Suite 400
Akron, OH 44308
jmarkey@ralaw.com
DIRECT 330.849.6632
CELL 330.559.9135

Exhibit A

IDENTIFICATION AND DEPICTION OF THE INCENTIVE DISTRICT (ADDISON WADSWORTH)

The Incentive District shall consist of a portion of parcels:

038-17B-12-009

038-17B-12-016

038-17B-12-011

040-20B-05-052

The following map depicts the area included within the Incentive District:

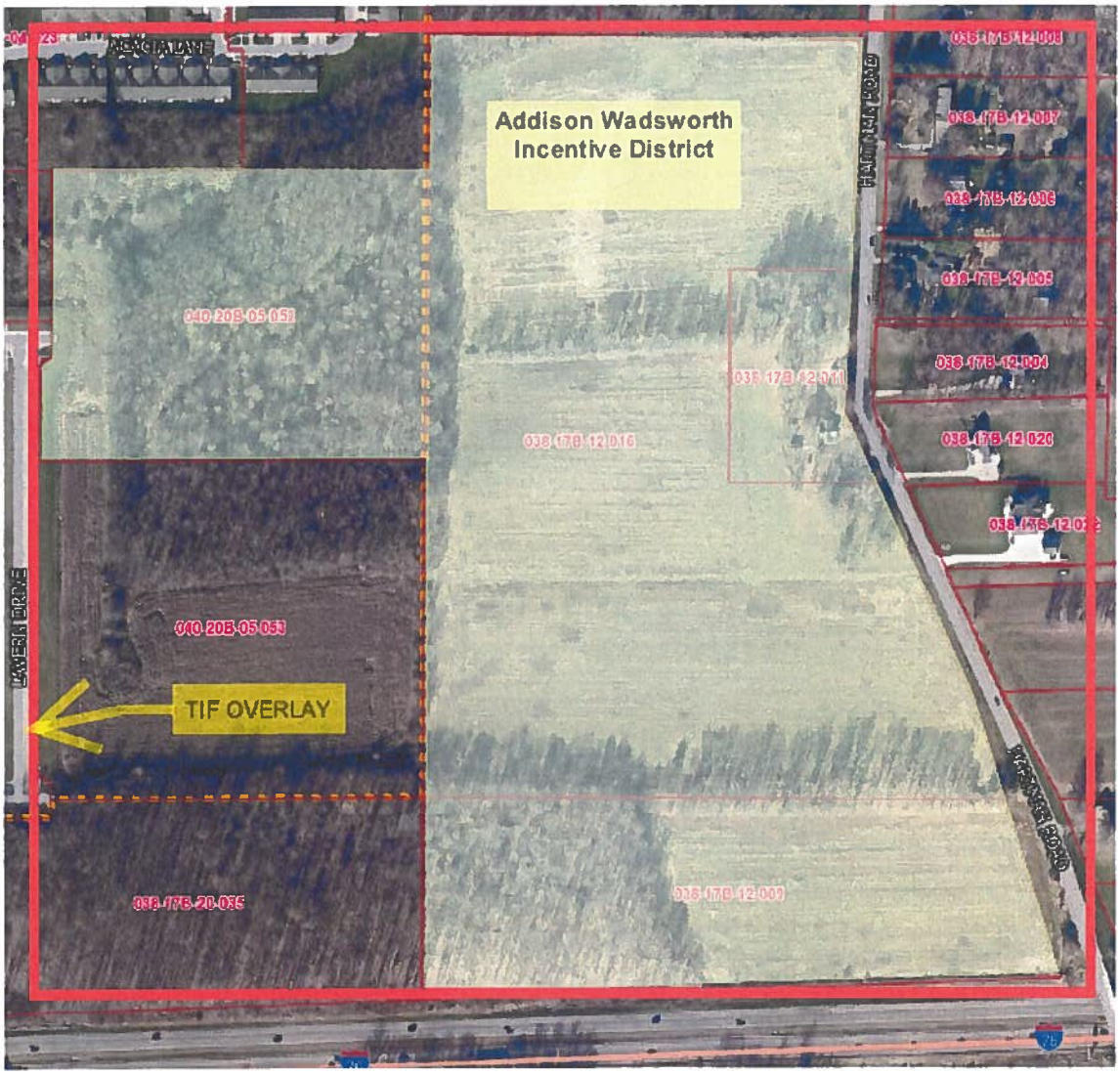

Exhibit B

Developer Improvements and Estimate of True Value of the Developer Improvement

House Type	Count	Average Sales Price	Total Value
Single Family	**92 units**	**$450,000**	**$41,400,000**
Attached Townhouse	**188 units**	**$308,000**	**$57,904,000**
Total	**280 units**	**$354,657**	**$99,304,000**

Exhibit C

Form of TIF Ordinance

See attached.

Sponsored by _____

AN ORDINANCE CREATING A TAX INCREMENT FINANCING ("TIF") INCENTIVE DISTRICT (ADDISON WADSWORTH) PURSUANT TO SECTIONS 5709.40, 5709.42 AND 5709.43 OF THE REVISED CODE; APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City has negotiated a Development and Tax Increment Financing Agreement in the form attached hereto as Exhibit C ("Development Agreement") with Addison Wadsworth, LLC (the "Developer") to provide for the development of certain real property within the City, including the installation of certain public infrastructure improvements as set forth in the Development Agreement, and to further provide for the City to reimburse the Developer for the value of said public infrastructure improvements; and

WHEREAS, to facilitate development of certain real property within the City, and to pay the costs of public infrastructure improvements that will benefit the same real property, this Council has determined to create the Addison Wadsworth Incentive District (the "Incentive District") pursuant to Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the "TIF Act"), the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within the Incentive District as specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "TIF Parcels", with each of those parcels referred to herein individually as a "TIF Parcel"); and

WHEREAS, this Council, by its Ordinance No. 25-___ passed on _____, 2025, approved a written economic development plan pursuant to ORC Section 5709.40(A)(5)(f) (the "Economic Development Plan"), which Economic Development Plan is on file in the office of the Clerk of Council; and

WHEREAS, in accordance with the requirements of the TIF Act, the City Engineer has certified to this Council that (i) the Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, and (ii) the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District as evidenced by the Economic Development Plan; and

WHEREAS, in order to successfully develop the TIF Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as defined in Section 5709.40(A)(8) of the Revised Code and as further described in **Exhibit B** attached hereto (the "Public Infrastructure Improvements") that will directly benefit the TIF Parcels; and

WHEREAS, the Public Infrastructure Improvements are a public purpose of the City, and provide the conditions necessary to permit the City to lawfully exempt improvements on the TIF Parcels from real property taxation as authorized herein; and

WHEREAS, the development of the TIF Parcels will benefit the City and its residents by creating housing and economic opportunities, increasing local employment opportunities, enlarging the property tax and income tax bases, and stimulating collateral development in the City; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the improvements on the TIF Parcels, pursuant to Section 5709.42 of the Revised Code, to pay costs of the Public Infrastructure Improvements; and

WHEREAS, notice of this proposed ordinance has been delivered to the Medina County Commissioners in accordance with and within the time periods prescribed in Section 5709.40(E)(1) of the Ohio Revised Code; and

WHEREAS, the City has delivered notice to all owners of all real property located within the Incentive District, pursuant to Section 5709.40 of the Ohio Revised Code; and

WHEREAS, the City has delivered to the Wadsworth City Schools (the "School District") the written notification of this Ordinance required by Sections 5709.40, 5709.83 and 5715.27 of the Revised Code; and

NOW, THEREFORE BE IT RESOLVED, By the Council of the City of Wadsworth, Medina County, State of Ohio:

Section 1: That this Council finds and determines that the development of the TIF Parcels will place additional demand on the Public Infrastructure Improvements within the City. Pursuant to the TIF Act, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the TIF Parcels as specifically identified and depicted in **Exhibit A**.

Section 2: That this Council designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit or serve, or that once made will directly benefit or serve, the TIF Parcels in the Incentive District.

Section 3: That pursuant to and in accordance with the provisions of Section 5709.40(C) of the Ohio Revised Code, this Council hereby declares that 100% of the increase in assessed value of each TIF Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Section 5709.40(A) of the Ohio Revised Code) is a public purpose and exempt from taxation for a period coextensive with the life of the Incentive District. The life of the Incentive District commences with the first tax year that begins after the effective date of this ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any TIF Parcel within that Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes (the "Exemption Period"), all in accordance with the requirements of the TIF Act.

Section 4: That pursuant to ORC Section 5709.42, the owner (each, an "Owner") of each TIF Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that TIF Parcel to the Medina County Treasurer on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and

interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the Medina County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

Section 5: That this Council, establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Addison Wadsworth Incentive District Tax Increment Equivalent Fund (the "TIF Fund"), into which the Service Payments and the Property Tax Rollback Payments received from the Medina County Treasurer shall be deposited. The TIF Fund will be maintained in the custody of the City and separate accounts within the TIF Fund for the Incentive District shall be created as determined by the Treasurer. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this Ordinance. The TIF Fund will exist so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

Section 6: That with respect to each year of the Exemption Period, the TIF Fund shall be used solely for the following purposes and in the following order:

(i) First, with respect to each year of the Exemption Period, to the School District, a portion of the Service Payments received by the City which equals 100% of what the School District would have received if the Improvements had not been exempted from taxation by this Ordinance (the "School District Payments"); and

(ii) Second, with respect to each year of the Exemption Period, to the Developer, subject to the terms and conditions of the Development Agreement, the amount remaining after payments authorized by paragraph (i), above, provided that all such payments to the Developer shall be used solely to pay or reimburse costs of the Public Infrastructure Improvements pursuant to the procedure set forth in the Development Agreement, including the principal and interest on the advancement of such costs by the Developer or any loan or other financing acquired by the Developer in connection with the Public Infrastructure Improvements.

Should the Developer opt to use the service payments allocable to it to finance the design and construction of any of the Public Infrastructure Improvements or to reimburse itself for the advancement of any such costs, the City shall cooperate with the Developer in procuring such financing, including executing any agreements or other documents associated with such financing, including (without limitation) cooperative agreements with a port authority if it issues debt with such financing, the assignment of the right to receive the service payments, and the entry of direct-payment arrangements for the City to make debt service payments directly out of the TIF Fund to a trustee or lender.

Section 7: That this Council further hereby authorizes and directs the Mayor, the Treasurer, the Clerk of Council or other appropriate officers of the City to sign and execute all documents and make such arrangements as are necessary and proper for (i) collection of the Service Payments to be deposited in the TIF Fund, (ii) payment of the School District Payments, (iii) carrying out the provisions of this Ordinance and (iv) carrying out the provisions of the Development Agreement, including in connection with the issuance of the Port Authority Bonds (as defined in the Development Agreement).

Section 8: That this Council hereby approves the Development Agreement and authorizes the Mayor to execute and deliver the Development Agreement to the Developer, which Development Agreement shall be substantially upon the terms of the Development Agreement attached hereto as Exhibit C, together with such changes and modifications as shall not be adverse to the City and shall be approved by the Mayor, the execution thereof on behalf of the City being conclusive evidence of approval of any such changes and modifications.

Section 9: That pursuant to Section 5709.40(I) of the Revised Code, the Clerk of Council is hereby directed to deliver or cause to be delivered a copy of this Ordinance to the Director of the Ohio Department of Development (the "Director") within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 remains in effect, the Mayor, or the Mayor's designee, or other authorized officer of this City shall prepare and submit to the Director the status report required under Section 5709.40(I).

Section 10: That this Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and of any committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 11: That this Ordinance is hereby deemed an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety in the City of Wadsworth in order to enable the City to provide for the real property tax exemption, the Service Payments, and the related objectives provided for herein that are needed to benefit the City and its residents by creating housing and economic opportunities, enlarging the property tax and income tax bases, and stimulating collateral development within the City; WHEREFORE, this Ordinance shall go into immediate effect provided that it receives a two thirds vote of all members of city council. If it receives approval by a majority of the members but less than a two-thirds vote, then it shall be effective at the earliest time permitted by law.in

Passed: _____ _____
President of Council

Attest: _____
Clerk of Council

Approved: _____ _____
Mayor

1st Rdg. _____ 2nd Rdg. _____
3rd Rdg. _____ Passed: yes_____ no_____
Vote: aye _____nay _____ Immediate Effect: yes____ no___

CERTIFICATE OF PUBLICATION

I, Julie Darlington, Clerk of Council of the City of Wadsworth, State of Ohio, do hereby certify that the forgoing ordinance was duly published in the *Medina Gazette* and at http://publicnotice.ohio.gov/ on _____ and _____, which is for two consecutive weeks as required by section 731.21 of the Ohio Revised Code.

_____
Julie Darlington
Clerk of Council
City of Wadsworth

EXHIBIT A:

IDENTIFICATION AND DEPICTION OF THE INCENTIVE DISTRICT

(ADDISON WADSWORTH)

The Incentive District shall consist of parcels: 038-17B-12-009, 038-17B-12-016, 038-17B-12-011, 040-20B-05-052.

The following map depicts the area included within the Incentive District:

EXHIBIT B

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC Section 5709.40(A)(8) and that directly benefits or serves parcels in the Incentive District and specifically include, but are not limited to, the following improvements that will directly benefit or serve parcels in the Incentive District and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC Section 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways; streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians. and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the Developer Improvements and the construction of public health facilities;

- **Utilities**. Construction, reconstruction or installation of gas, electric and communication service facilities and all appurtenances thereto;

- **Stormwater**. Construction, reconstruction and installation of stormwater and flood remediation facilities, including facilities on private property when determined to be necessary for public health, safety and welfare;

- **Demolition**. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare;

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction, and installation of the foregoing improvements.

EXHIBIT C

DEVELOPMENT AGREEMENT

DEVELOPMENT AND TAX INCREMENT FINANCING AGREEMENT

This Development and Tax Increment Financing Agreement (this "Agreement"), is made and entered into as of _____, 2025 by and among the **CITY OF WADSWORTH, OHIO** (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and **ADDISON WADSWORTH, LLC**, an Ohio limited liability company (together with any affiliates, successors and assigns, the "Developer").

WITNESSETH:

WHEREAS, in order to create and retain jobs, enlarge the property tax base and enhance income tax revenues within the City, the Developer and the City desire to encourage the development of approximately 280 residential units (the "Residential Units"), consisting of approximately 92 single-family homes and 188 townhome units, on those certain parcels of real property located in the City, which parcels are identified on **Exhibit A** (the "TIF Parcels") and which development is generally depicted by the site plan attached hereto as **Exhibit D**; and

WHEREAS, in order to successfully develop the TIF Parcels, it is necessary for the Developer to construct or to cause to be constructed the improvements described in **Exhibit C** attached hereto (the "Public Improvements"), which Public Improvements will directly benefit the TIF Parcels; and

WHEREAS, the City Council has passed Ordinance No. ___-2025 on _____, 2025 (the "TIF Ordinance") to exempt the improvements to the TIF Parcels (the "Improvements", as further defined in the TIF Ordinance) from real property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code ("TIF Exemption") and a copy of the TIF Ordinance is attached hereto as **Exhibit E**; and

WHEREAS, the TIF Ordinance requires the current and any future owners of the TIF Parcels to make annual service payments in lieu of taxes (as further described in the TIF Ordinance and collectively for all TIF Parcels, the "Service Payments") to the Medina County Treasurer (the "Medina County Treasurer"), which Service Payments will be used to pay costs of the Public Improvements, all pursuant to and in accordance with Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the "TIF Statutes") and the TIF Ordinance; and

WHEREAS, under the TIF Ordinance, the City has determined to pay the Wadsworth City School District (the "School District") the amount of the taxes that would have been payable to the School District if the improvements had not been exempted from taxation pursuant to the TIF Ordinance; and

WHEREAS, the parties now desire to enter into this Agreement in order to provide for the provision of the above described incentives, the development of the TIF Parcels, including the Public Improvements, the collection of the Service Payments and the Minimum Service Payments,

and to establish other conditions and obligations of the City and the Developer in connection with the provision of such incentives.

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties hereto agree to the foregoing and as follows:

ARTICLE I
TAX INCREMENT FINANCING

Section 1.1 Service Payments. The Developer, for itself as Owner and each future Owner of the TIF Parcels, hereby agrees to pay the Service Payments when due pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance and any subsequent amendments or supplements thereto. The Service Payments will be made semiannually to the Medina County Treasurer (or to the Medina County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the TIF Parcels (each, a "Service Payment Date"). Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for the TIF Parcels, will be in the same amount as the real property taxes that would have been charged and payable (after credit for any other payments received by the City under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the "Property Tax Rollback Payments") if those taxes were not exempt from taxation pursuant to the TIF Ordinance, including any penalties and interest. No Owner of any TIF Parcel will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the assessed value of the TIF Parcels, whether pursuant to Section 5709.42 of the Ohio Revised Code or this Agreement.

The City will deposit all Service Payments and Property Tax Rollback Payments it receives into the TIF Fund established by the TIF Ordinance.

Section 1.2 Exemption Applications. The City and the Developer agree to cooperate in the preparation, execution and filing of all necessary applications and supporting documents to obtain from time to time the exemption granted by the TIF Ordinance and to enable the City to collect the Service Payments. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain that exemption and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption or the Service Payments. The Developer, as an Owner, authorizes the City to file any applications necessary to obtain from time to time the exemption granted in the TIF Ordinance. The City, at the Developer's request and at the Developer's sole cost and expense, may agree to join in and assist the Developer with any appeal of the findings of the Ohio Tax Commissioner with regard to the tax increment financing on the TIF Parcels.

Section 1.3 Payments to the Developer.

(a) Subject to Section 1.3(b) hereinafter, the City agrees to pay to or for the account of the Developer the amounts in the TIF Fund described in Section 6 of the TIF Ordinance (each a "Developer Payment" and collectively, the "Developer Payments") in accordance with the terms of this Agreement, upon the satisfaction of the conditions of Section 1.4, the actual costs of the Public Improvements incurred by the Developer and eligible for reimbursement as provided in this Agreement (with the costs collectively referred to herein as the "Costs"). A preliminary estimate of the types and amount of Costs expected to be incurred is attached as **Exhibit C**.

Subject to the availability of funds in the TIF Fund and the Developer's compliance with the terms and conditions of this Agreement, the City shall pay Developer Payments to the Developer, solely from the Available Funds, on or before the first business day following each May 15 and November 15 (each, a "Payment Date") following each Exemption Year until the Costs have been paid in full. Payments for the Costs of the Public Improvements will be made beginning with the first Payment Date following the satisfaction of the conditions of Section 1.4

(b) Notwithstanding anything in Section 1.3(a) hereof to the contrary, should the Developer opt to use the Service Payments and Property Tax Rollback Payments allocable to it to finance the Costs of the design and construction of any of the Public Improvements or to reimburse itself for the advancement of such costs, the City shall cooperate with the Developer in procuring any such financing, including executing any agreements or other documents associated with such financing, including (without limitation) cooperative agreements with a port authority if it issues any bonds (the "Port Authority Bonds") with such financing, the assignment of the right to receive the Service Payments and Property Tax Rollback Payments, and the entry of direct-payment arrangements for the City to transfer Service Payments directly out of the TIF Fund to a trustee for the Port Authority Bonds.

(c) For purposes of this Agreement, "Costs" of the Public Improvements includable in Costs include all costs incurred by the Developer, directly or indirectly, with respect to the Public Improvements. These reimbursable Costs include, but are not limited to, costs associated with any warranties, inspection and design review fees, permit fees and legal expenses incurred in connection with this Agreement. Interest on the unpaid portion of the Costs or any part thereof will accrue at the Interest Rate from the date the expense is incurred by the Developer. Any interest on any Costs that remains unpaid on the day following each Payment Date will itself accrue interest in the same manner as the Costs. As used in this Agreement, "Interest Rate" means a rate equal to 7.0% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months.

All Developer Payments shall be made by the City to the Developer pursuant to written instructions provided by the Developer. In no event shall Developer be entitled to receive any portion of or enforce payment of Minimum Service Payments.

(d) With respect to each Exemption Year, the amounts of Service Payments, Minimum Service Payments and Property Tax Rollback Payments actually received by the City from the Medina County Treasurer with respect to the TIF Parcels (which amounts will be net of collection and administrative fees retained by the Medina County Treasurer and/or the State of Ohio), deposited into the TIF Fund and available for payment pursuant to Section 6[(ii)] of the TIF Ordinance will be referred to herein as "Available Funds." "Exemption Year" means each tax year in which Improvements to the TIF Parcels is exempt from taxation pursuant to the TIF

Ordinance (which will be 30 years unless sooner terminated as provided in the TIF Ordinance).

(e) The City's payment obligations hereunder are limited to Available Funds and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City for the payment of the Costs. The Developer hereby acknowledges and agrees that the Developer and the City currently estimate that the amounts deposited to the TIF Fund during all Exemption Years may not be sufficient to provide Available Funds to reimburse the Developer for all Costs of the Public Improvements incurred by the Developer.

Section 1.4 Conditions Precedent to Payment of Costs. The City's obligations to make Developer Payments to the Developer for the Developer Improvements under Section 1.3 of this Agreement commence when the Developer has provided to the City a completed Cost Certificate for the Public Improvements substantially in the form attached as **Exhibit B**, which Cost Certificate is subject to approval by the City's Auditor as properly payable under the TIF Ordinance and this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 1.5 Minimum Service Payments.

(a) The Developer, for itself as Owner and for each future Owner, hereby agrees (i) to pay the "Minimum Service Payments" (as defined below), and (ii) to not contest the amount or the validity of the TIF Exemption or challenge or contest in any manner the validity or the imposition of the Service Payments, the Minimum Service Payments or the obligation to pay any and all taxes, assessments or other charges.

For purposes of this Agreement, a minimum service payment (each being a "Minimum Service Payment" and collectively the "Minimum Service Payments") are anticipated to be in the amounts necessary to pay debt service and administrative expenses on the Port Authority Bonds, as set forth and calculated in accordance with one or more TIF declaration(s) to be executed and recorded on the TIF Parcels by the Developer, as Owner (the "TIF Declaration"). Prior to the filing of the TIF Declaration, the Developer shall engage a qualified third-party with experience in preparing housing reports estimating the valuation of residential property to determine that the Minimum Service Payments included in the TIF Declaration do not exceed the estimated Available Funds to be available during the TIF Exemption. The Developer shall deliver a copy of such report to the City upon completion.

(b) The Minimum Service Payments shall be payable on or before each payment date described in the TIF Declaration (each, a "Minimum Service Payment Date") and shall be equal to the amount calculated as the difference between the Minimum Service Payment amount due and payable for such TIF Parcel on such Minimum Service Payment Date, less the amount of Service Payments and Property Tax Rollback Payments received by the City with respect to the Parcel for the immediately preceding Minimum Service Payment Date and available for payment of debt service and administrative expenses payable on the Port Authority Bonds. The final amount of the Minimum Service Payments shall be determined at the pricing of the Port Authority Bonds, to pay Costs of the Public Improvements pursuant to Section 6[(ii)] of the TIF Ordinance, and shall be further described and calculated in the TIF Declaration.

(c) The Developer, for itself as Owner and each future Owner, acknowledges that the Minimum Service Payments shall be supported by a lien on the TIF Parcels to which the Minimum Service Payment is applicable pursuant to Sections 5709.91 and 323.11 of the Ohio Revised Code and the Developer Parties shall take any and all actions reasonably requested by the City to further evidence the obligation to pay Minimum Service Payments. In the event that any Minimum Service Payment or any installment thereof is not paid when due by any Owner on any Minimum Service Payment Date, the City is authorized to enforce payment by certifying such unpaid Minimum Service Payment, plus a 10% penalty, to the Medina County Treasurer for collection, or take such other actions at or in equity as the City may determine are necessary to enforce payment. Each Owner shall only be responsible for making Minimum Service Payments that become due and payable during the period of that Owner's ownership of any portion of the TIF Parcel (as defined in the TIF Ordinance) and only with respect to the portion of the TIF Parcel owned by the Owner.

(d) Subject to Section 1.5(e) herein, it is intended and agreed that the covenants and agreements provided in this Article I shall be covenants running with the land, to the extent evidenced by the recorded TIF Declaration, and that they shall, in any event and without regard to technical classicization or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City whether or not this Agreement remains in effect or whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that, subject to Section 1.5(e) herein, these agreements and covenants shall remain in effect for the full period of the TIF Exemption permitted in accordance with requirements of the TIF Statutes and the TIF Ordinance enacted pursuant thereto, and that any failure to so provide this covenant in any future deed conveying the TIF Parcel or any part thereof shall not in any manner alter or diminish the covenant granted hereby. The TIF Declaration shall be recorded in the Medina County real property records upon execution to provide notice of the Owner's obligations hereunder, including the obligation to make Minimum Service Payments.

(e) In the event the TIF Parcels are subdivided or any TIF Parcel is consolidated with any other TIF Parcel, the Minimum Service Payments attributable to those TIF Parcels shall be apportioned among the resulting TIF Parcel(s) based on any reasonable method determined by the Owner and approved by the City. Regardless of the apportionment method, such apportionment shall be evidenced by an addendum to the TIF Declaration ("Addendum") filed prior to the subdivision or consolidation by the Owner of such TIF Parcel being subdivided or such TIF Parcels being consolidated, which Addendum also shall be executed by the City to evidence its approval of the apportionment of the Minimum Service Payments as required hereunder.

Section 1.6 Information Reporting. The Developer agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Developer with the terms of this Agreement. The Developer further agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status reports for the TIF Parcels required by Section 5709.40(E) of the Ohio Revised Code to the Director of the Ohio Department Services Agency on or before March 31 of each year.

ARTICLE II
CITY OBLIGATIONS

Section 2.1 Introduction and Passage of TIF Ordinance. The City adopted the TIF Ordinance as its Ordinance No. ___-2025 on _____, 2025 authorizing the TIF Exemption.

ARTICLE III
DEVELOPER OBLIGATIONS

Section 3.1 Provisions Related to Construction of the Public Improvements.

(a) General Considerations. In consideration of the Developer's agreement to construct the Public Improvements, the City agrees to review Cost Certificates, to pay the Developer payments in accordance with this Agreement to reimburse the Developer for the Costs of the Public Improvements and to accept the completed Public Improvements in accordance with this Agreement. The Developer acknowledges that the City has no obligation to complete the design and construction of the Public Improvements, nor, except with respect to Developer Payments, to pay costs of designing and constructing the Public Improvements.

(b) Design and Construction of the Public Improvements. The Developer will cause the design and construction of the Public Improvements in accordance with this Agreement and the other Construction Documents (as defined herein). The Public Improvements must be designed and built in a manner that is consistent with the requirements of all applicable, zoning, building and subdivision regulations.

The Developer will supervise, perform and direct the design of the Public Improvements utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer is solely responsible for and has control over construction means, methods, techniques, sequences and procedures for coordinating the Public Improvements.

The Developer will enter into a design contract and a construction contract for the Public Improvements in its own name and not in the name of the City. The Developer will submit the names of the general contractor and all major subcontractors to the City. The Developer shall cause the plans and specifications and cost budget for the Public Improvements to be prepared (the design contract, the general construction contract, the plans and specifications and the cost budget for the Public Improvements, as amended or supplemented from the time are referred to collectively as the "Construction Documents"). The Developer will provide the City with copies of all Construction Documents and any amendments or supplements thereto.

(c) Acceptance of the Public Improvements. The City has no obligation to accept a Public Improvement until:

(i) the City Engineer has determined that the Public Improvement has been substantially completed in accordance with the Construction Documents and the Codified Ordinances of the City. The City Engineer shall make all such determinations in a reasonable and

prompt manner, and the Public Improvement shall be dedicated as public rights-of-way or easements to the City without delay;

(ii) the City has received copies of all approval letters by relevant public authorities required to approve the Public Improvements;

(iii) the City has received evidence reasonably satisfactory to it that all liens on the Public Improvement, including the real properties interest thereof, including, but not limited to, the liens then due and payable and the lien of any mortgage, have been released; and

(iv) the Developer has provided the City "as constructed drawings" consisting of reproducible record drawings showing significant changes in the Public Improvements made during construction and contain such annotations as may be necessary for someone unfamiliar with the Public Improvements to understand the changes that were made to the Construction Documents.

The City agrees to accept a Public Improvement upon satisfaction of the conditions listed in (i) through (iv) above. The City's acceptance of the Public Improvement does not relieve the Developer of its responsibility for defects in material workmanship, nor any future obligations that may be imposed on the Developer in connection with the development of property abutting or near the Public Improvements.

(e) Traffic Control Requirements. The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and in consultation with the City's Engineer.

(f) Provision of Security for Mechanic's Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by Section 1311.11 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Infrastructure Improvements.

(g) Security for Performance. The Developer shall furnish or require all contractors performing work to furnish prior to commencement of construction of the Public Improvements a performance and payment bond or such other security which is acceptable to the City that shall name the Developer and the City as obligees. The bond or security shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in paragraph (h) below.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the City and the Developer. The Developer shall provide to

the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section

(h) Further Developer Guaranties Relating to the Public Improvements. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Northeast Ohio. The Developer further warrants that the work and any materials and equipment incorporated into the work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Public Improvement by City (the "Guarantee Period").. The performance and payment bond or other security provided in paragraph (g) above of the contractor(s) shall remain in effect until the expiration of the Guarantee Period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or Guarantee Period, the City shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the City to determine the extent of the defective work and agree upon the repairs necessitated thereby. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective work, including all adjacent work damaged as a result of such defective work or as a result of remedying the defective work. If the defective work is considered by the City to be an emergency (i.e., it threatens exposure to personal injury, death or significant property damage to the City or the public), the City may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective work.

If the Developer does not repair or replace defective work within a reasonable time frame, the City shall repair or replace such defective work and charge the cost thereof to the Developer or the Developer's surety; provided, however, that Developer shall have no less than thirty (30) days in which to effectuate the repairs after agreement on the scope of such repairs is reached by Developer and City (or, in the event of an emergency, no less than twenty-four hours after visiting the project to implement sufficient temporary measures). work which is repaired or replaced by the Developer shall be inspected and accepted by the City seven (7) calendar days of Developer's notification that the same has been completed and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

(i) Insurance Requirements. The Developer shall furnish proof to the City at the time of commencing construction of the Public Improvements of possession of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law:

(i) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of $1,000,000 each occurrence, with a $2,000,000 aggregate;

$100,000 for damage to rented premises (each occurrence); $5,000 for medical expenses (person); and $1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with $2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Improvements, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for $100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Public Improvements only.

(ii) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of $1,000,000 per person and $1,000,000 each occurrence.

(Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of $5,000,000 for each occurrence and $5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the City.

The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the City of Wadsworth as a named insured for covered claims arising out of the performance of the Work under the Construction Documents. Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to City in the event of cancellation or non-renewal of the coverage contained in such policy. All Insurance policies shall be written on an occurrence basis only. Products and completed operations coverage shall commence with the certification of the acceptance of the Public Improvements and shall extend for not less than two years beyond that date.

The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, to the extent reasonably practicable.

(j) Nondiscriminatory Hiring Policy. The Developer agrees to comply with the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in connection with the Public Improvements. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties.

(a) Representations and Warranties of City. The City hereby represents and warrants as of the date of delivery of this Agreement that:

(i) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(ii) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(iii) It is not in violation of or in conflict with any provision of the laws of the State that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (a) result in such a violation or conflict or (b) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(iv) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(v) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(b) Representations and Warranties of the Developer. The Developer each hereby represents and warrants as of the date of delivery of this Agreement that:

(i) It (a) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (b) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(ii) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct the Public Improvements, and it has duly executed and delivered this Agreement.

(iii) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (a) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (b) have been duly authorized by all necessary action on its part.

(iv) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Public Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Public Improvements.

(v) To the knowledge of Developer, it is in compliance with State of Ohio campaign financing laws contained in Chapter 3517 of the Ohio Revised Code, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Section 3517.13 of the Ohio Revised Code.

ARTICLE V
MISCELLANEOUS

Section 5.1 Events of Default; Cure; Remedies.

(a) The following shall be an "Event of Default" under this Agreement:

(i) The Developer fails to perform or observe any material obligation as and when due under this Agreement; provided, that if a Force Majeure events causes the failure, the Developer may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the City of the potential event and extent of the delay promptly after becoming aware of the Force Majeure event. The Developer's failure to meet the covenant set forth in Section 3.3(c) of this Agreement shall not be deemed an Event of Default under this Agreement.

(ii) The City fails to perform or observe any material obligation as and when due under this Agreement, provided that if a Force Majeure events causes the failure, the City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the Developer of the potential event and extent of the delay promptly after becoming aware of the Force Majeure event.

(b) If an Event of Default occurs in Section 5.1(a), the defaulting party will, upon written notice from the non-defaulting party, proceed, as soon as reasonably possible, to cure or remedy such Event of Default, and in any event, within one hundred eighty (180) days after receipt of such notice.

(c) If a defaulting party fails to cure or remedy an Event Default within the time period prescribed in Section 5.1(b), the non-defaulting party will have available as a remedy all rights granted under law or equity.

Section 5.2 Successors; Assignment; Amendments; City Consents. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the written consent of the parties hereto, which consent must not be unreasonably withheld; provided, however, that Developer may transfer its entire interest in this Agreement to (a) an affiliate of Developer, (b) a successor by merger or other corporate or partnership reorganization, or (c) to a purchaser of substantially all of Developer's assets without the City's consent, but Developer shall give written notice to the City of any such intended transfer and (if not already provided by law such as following a merger) Developer shall obtain from the transferee an express assumption, for the benefit of the City, of all of Developer's obligations hereunder. The City will cooperate with any reasonable assignment request by a lender, including any port authority or other governmental entity that may issue bonds secured by all or a portion of the Developer Payments. This Agreement may only be amended by written instrument executed

by all parties to this Agreement. Unless otherwise noted, any consent of the City to be given under this Agreement may be given by the Mayor and must be given in writing.

Section 5.2 Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Developer contained in this Agreement.

Section 5.3 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(i) To the Developer:
3401 Enterprise Pkwy, Suite 205
Beachwood, Ohio 44122
Attn: Jason A. Friedman

(ii) To the City:
City of Wadsworth
120 Maple Street
Wadsworth, Ohio 44281
Attention: Director of Law

Section 5.4 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 5.5 Separate Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed

and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 5.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 5.7 Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State of Ohio.

Section 5.8 Designation of Confidential Information. All information and documents that are provided to the City by the Developer in connection with the performance of this Agreement may be subject to disclosure under Ohio's Public Records Act, Ohio Revised Code 149.43. If the Developer believe that any document or other information is exempt from disclosure because it constitutes trade secret information as defined by Ohio law, it shall mark – CONFIDENTIAL – TRADE SECRET INFORMATION" – in a clear and conspicuous manner on each and every page of the document that contains confidential information. To the extent the City receives a public records request for documents or other information that has been designated as Confidential Information by the Developer, then it shall be the sole responsibility of Developer to establish the requested documents or information in fact constitutes confidential and trade secret information, as defined by Ohio law, and to take all actions necessary to defend against the public records request, including but not limited to any applications or complaints for injunctive or other judicial relief, if necessary, to prevent the disclosure of such documents or other information. In the event the City receives a public records request for any information that has been designated by Developer as Confidential Information, the City shall provide the Developer with notice of the public records request and grant the Developer with ten (10) business days to resolve the dispute with the person or entity who made the public records request and/or to apply for appropriate judicial relief to prevent the disclosure of any information that has been designated as confidential or trade secret information by the Developer. Absent the timely resolution of the dispute with the party who made the public records request or the timely filing of a judicial action by the Developer, the City will presume that the information is not trade secret information and shall respond to the public records request in accordance with the requirements of the Public Records Act.

Section 5.9 Exhibits. The following Exhibits are attached to this Agreement:

(i) Exhibit A: Description of TIF Parcels

(ii) Exhibit B: Form of Cost Certificate

(iii) Exhibit C: Public Improvements; Preliminary Cost Budget

(iv) Exhibit D: Developer Improvements

(v) Exhibit E: TIF Ordinance

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF WADSWORTH, OHIO

By:_____
Robin Laubaugh, Mayor

Approved as to Form:

_____
Director of Law

ADDISON WADSWORTH, LLC, an Ohio limited liability company

By:_____
Jason A. Friedman, its Manager

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Auditor of the City, hereby certifies that the money required to meet the obligations of the City during the year 2025 under the Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2025

_____
Auditor
City of Wadsworth, Ohio

EXHIBIT A

DESCRIPTION OF TIF PARCELS

PPN 038-17B-12-009

PPN 038-17B-12-016

PPN 038-17B-12-011

PPN 040-20B-05-052

EXHIBIT B

FORM OF COST CERTIFICATE

City of Wadsworth
120 Maple Street
Wadsworth, Ohio 44281
Attention: Auditor

Subject: Addison Wadsworth Project

Attached hereto as **Schedule A** are invoices and proof of payment for Costs of the Public Improvements totaling $_____. The undersigned (the "Developer") hereby requests reimbursement of these Costs under the Development and Tax Increment Financing Agreement dated as of _____, 2025 (the "Agreement") between the Developer and the City of Wadsworth (the "City").

All capitalized terms not otherwise defined in this certificate have the meanings assigned to them in the Agreement.

The undersigned authorized representative of the Developer hereby certifies, represents and warrants to the City on behalf of the Developer that:

(i) I have read the Agreement and have reviewed appropriate records and documents of the Developer relating to the matters covered by this certificate.

(ii) The amount and nature, the name and address of the payee, and proof of payment of each item of the Costs hereby requested to be paid are shown on **Schedule A** attached hereto.

(iii) The total Costs hereby requested to be paid together with the Costs approved for reimbursement pursuant to any previous Cost Certificate equal $_____.

(iv) The Costs hereby requested to be paid constitute Costs of Public Improvements under the Agreement, have not been previously paid or reimbursed by the City or any other governmental entity and have not been included in any previously approved Cost Certificate.

(v) The Public Improvements for which reimbursement is hereby requested are not materially damaged by fire or other casualty.

(vi) The Developer is in material compliance with all provisions and requirements of the Agreement.

(vii) The Public Improvements for which reimbursement is hereby requested have been installed substantially in accordance with their plans and specifications and all materials for which reimbursement is requested have been delivered to and remain at the site of the Public Improvements.

(viii) The construction of the Public Improvements for which reimbursement is hereby requested has been accomplished in such a manner (A) as to conform with all applicable zoning, planning, building, environmental and other regulations of all governmental authorities having jurisdiction and (B) so as to permit efficient operation and use in connection with the development.

(ix) The reimbursement requested hereby does not include any amount which is entitled to be retained under any holdbacks or retainages provided for in any construction contract for the Public Improvements.

(x) The Developer has asserted its entitlement to all available warranties to date upon acquisition of possession of or title to such improvements or any part thereof which warranties have vested in the Developer and shall be wholly transferable to the City.

EXECUTED this _____ day of _____, 202__.

ADDISON WADSWORTH, LLC, an Ohio limited liability company

By:_____
Name:_____
Title:_____

Approved by:
City of Wadsworth, Ohio

By:_____
Auditor

EXHIBIT C

PUBLIC IMPROVEMENTS; PRELIMINARY COST BUDGET

Category	Phase 1	Phase 2	Total
Earthwork	$89,908	$250,000	$339,908
Erosion Control	$23,127	$15,585	$38,712
Sanitary Sewer	$358,670	$159,650	$518,320
Lift Station	$250,000	$0	$250,000
Waterline	$499,358	$699,877	$1,199,235
Paving	$851,032	$625,000	$1,476,032
Storm Sewer	$216,206	$0	$216,206
Landscaping	$40,000	$10,000	$50,000
Surveying	$25,000	$12,500	$37,500
Street Lighting / Signage	$100,000	$0	$100,000
Engineering, Inspections, & Plan Review Fees	$230,000	$150,000	$380,000
Contingency (10%)	$268,330	$192,261	$460,591
Construction Management Fee (10%)	$295,163	$211,487	$506,650
Land (ROW for Smokerise)	$250,000	$0	$250,000
Total Construction Costs	$3,496,794	$2,326,361	$5,823,155

EXHIBIT D

DEVELOPMENT SITE PLAN

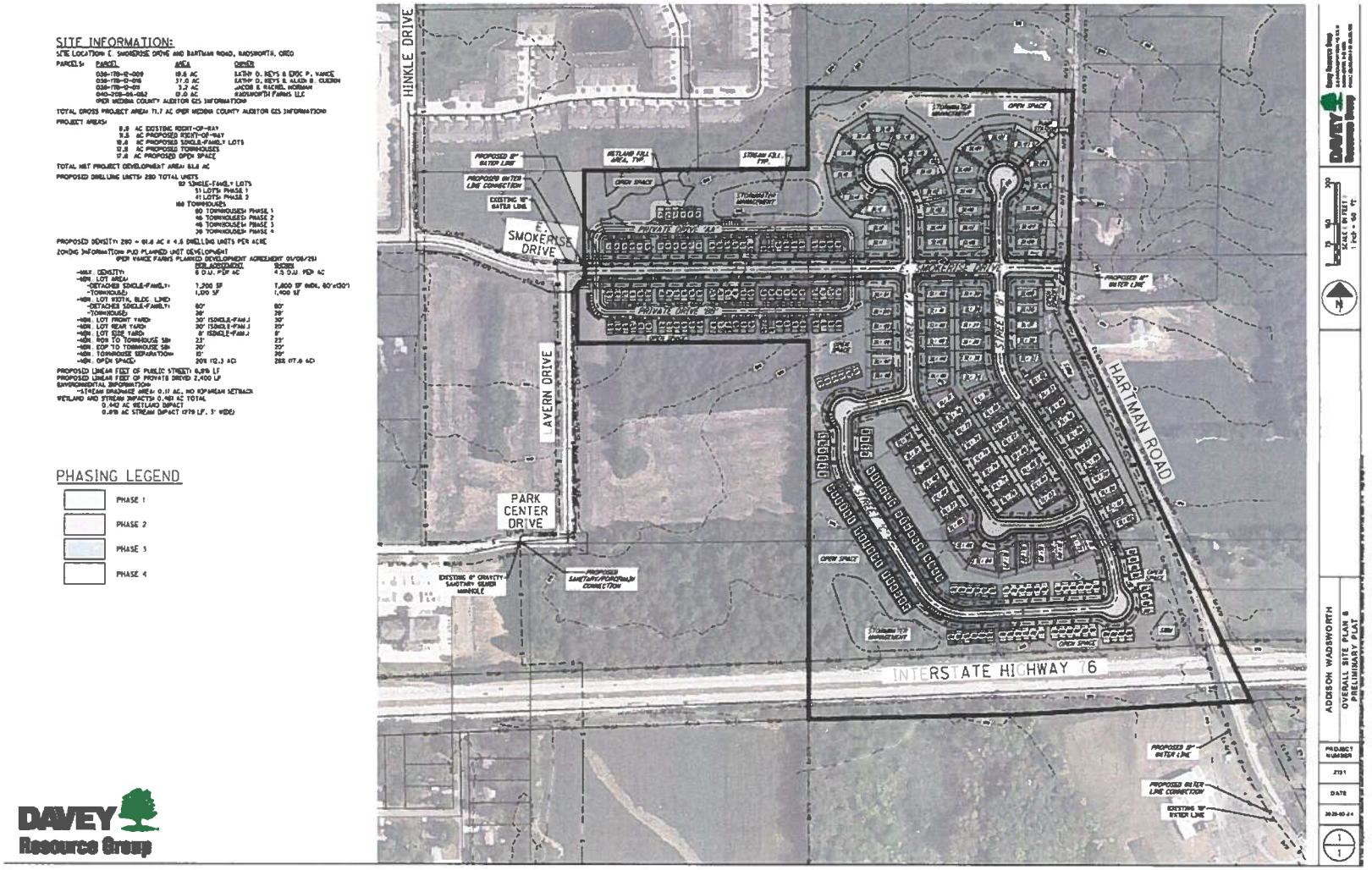

EXHIBIT E

TIF ORDINANCE

REGULAR MEETING – TUESDAY, MAY 13, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0382

APPOINTING PATRICIA K. MARTIN TO THE MEDINA COUNTY ADVISORY COUNCIL ON AGING & DISABILITY

WHEREAS, it has also come to the attention of the Commissioners that there is a vacancy for the At Large Member #5 representative on the Medina County Advisory Council on Aging & Disability.

WHEREAS, Patricia K. Martin has expressed interest in serving as the At Large Member #5 representative and it is the commissioners' desire for Ms. Martin to be appointed to this council.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio, that that Patricia K. Martin is hereby appointed to serve as the At Large Member #5 representative with her term expiring March 31, 2028.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: May 13, 2025

Prepared by: Commissioners' Office