

REVISED AGENDA

COMMITTEE OF THE WHOLE / FINANCE

Wadsworth City Council

Tuesday February 17, 2026 at 6:00 p.m.

City Council Chambers

I. ROLL CALL

II. APPROVAL OF MINUTES - February 3, 2026

III. DRAFT LEGISLATION

1. ORDINANCE NO. 26- AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REPAIRING, REPLACEMENT, OR CONSTRUCTION OF CERTAIN SIDEWALKS AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Public Ways February 9, 2026, *Recommendation 2 Rdg's*

2. ORDINANCE NO. 26- AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR, RECEIVE BIDS AND AWARD CONTRACTS FOR THE 2026 SIDEWALK IMPROVEMENT PROGRAM AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Public Ways February 9, 2026, *Recommendation 3 Rdg's*

3. ORDINANCE NO. 26- AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR TREE TRIMMING AND TREE REMOVAL FOR ELECTRIC LINES CLEARANCE AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Public Service February 10, 2026, *Recommendation 2 Rdg's*

4. ORDINANCE NO. 26- AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT WITH ANDRITZ FOR THE REBUILD OF THE AQUASCREEN AT THE CITY'S WASTEWATER TREATMENT PLANT AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Public Service February 10, 2026, *Recommendation 2 Rdg's*

5. ORDINANCE NO. 26- AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO PURCHASE MATERIALS FOR CITYLINK'S FIBER-TO-THE-HOME PROJECT (FIBER PROJECT) FROM GRAYBAR ELECTRIC THROUGH THE OMNIA PARTNERS, PUBLIC SECTOR COOPERATIVE PURCHASING ORGANIZATION OR A VENDOR OFFERING A LOWER PRICE ON A SPECIFIC ITEM UNDER ANOTHER STATE-APPROVED PURCHASING COOPERATIVE AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Public Service February 10, 2026, *Recommendation 2 Rdg's*

6. **ORDINANCE NO. 26-**_____ AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH THE MEDINA COUNTY PORT AUTHORITY AND ADDISON WADSWORTH, LLC AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
- Discussed at Econ. Dev. & Planning February 9, 2026, *Suspend and Call*

7. **ORDINANCE NO. 26-**_____ AN ORDINANCE TO REZONE DUAL JURISDICTION LOTS #10232-10235 TO SHADOW CREEK PLANNED UNIT DEVELOPMENT AND TO ADOPT ZONING REGULATIONS FOR THE SHADOW CREEK PUD DISTRICT AND DECLARING AN EMERGENCY

-Public Hearing Required: Schedule at Council Meeting (April 7, 2026)

- Sponsored by Council Member _____
- Discussed at Econ. Dev. & Planning February 9, 2026
- Forwarded by the Planning Commission January 5, 2026

8. **ORDINANCE NO. 26-**_____ AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR CITY STREET SWEEPING AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
Recommendation 3 Rdg's

9. **ORDINANCE NO. 26-**_____ AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR PEBBLE LIME FOR THE CITY OF WADSWORTH WATER TREATMENT PLANT AND DECLARING AN EMERGENCY

- Sponsored by Council Member _____
Recommendation Suspend & Call

10. **ORDINANCE NO. 26-**_____ AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF \$1,550,000.00 IN THE 425 GENERAL CAPITAL IMPROVEMENTS FUND FOR PURPOSES OTHER THAN PERSONAL SERVICES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AND TO DECLARE AN EMERGENCY

- Sponsored by Council Member _____

IV. CITY COUNCIL AGNEDA REVIEW

V. OTHER BUSINESS - Work Session Annexation and Rezoning Wall Road Property

VI. ADJOURNMENT

ORDINANCE NO. 26-xxx
Sponsored by Council Member _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE REPAIRING, REPLACEMENT, OR CONSTRUCTION OF CERTAIN SIDEWALKS AND DECLARING AN EMERGENCY

WHEREAS, this Council has determined to assess that part of the improvement described in Ordinance No. 25-033, which has now been completed; **NOW THEREFORE**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

SECTION 1. That revised assessments for the cost and expenses of the improvement of Ault Street, College Street, Cranberry Lane, Dogwood Lane, Grandview Avenue, Honeysuckle Lane, Ivanhoe Avenue, Marlow Street, Maylawn Avenue, Park Meadows Court, Simcox Street, Tolbert Street, Tulip Trail, West Street, and Wolf Avenue by repairing, replacing, or constructing sidewalks in accordance with Ordinance No. 25-033, adopted March 4, 2025, amounting in aggregate to \$59,515.35, which were filed with the Clerk of this Council and are now on file in such office be and the same are hereby adopted and confirmed and such revised assessments are hereby levied and assessed upon the lots and lands benefited and to be charged therewith as set forth in said resolution in the respective amounts set forth in the schedule of revised assessments, which assessments are in proportion to the special benefits and are not in excess of any statutory limitations.

SECTION 2. This Council hereby finds and determines that the revised assessments as now on file in the office of the Clerk of this Council are in the same proportion to the estimated assessments as originally filed as the actual cost of the above-described improvement is to the estimated cost of the improvement as originally filed.

SECTION 3. The assessment against each lot or parcel of land shall be payable in cash no later than May 31, 2026, or at the option of the owner in five (5) annual installments with interest at the same rate as shall be borne by the bonds to be issued in anticipation of the collection of the same. All cash payments shall be made to the Treasurer of this municipality. All assessments and installments thereof remaining unpaid after May 31, 2026 shall be certified by the Clerk.

SECTION 4. The Clerk of Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this Municipality and to continue on file in her office said revised assessments and shall deliver a certified copy of this ordinance to the county auditor.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to promptly collect funds to pay for sidewalk improvements; **WHEREFORE**, this ordinance shall go into immediate effect provided it receives a two thirds vote of all members of

ORDINANCE NO. 26-xxx
Sponsored by Council Member XXXX

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR, RECEIVE BIDS AND AWARD CONTRACTS FOR THE 2026 SIDEWALK IMPROVEMENT PROGRAM AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized and directed to advertise for, receive bids for and to enter into a contract for the 2026 Sidewalk Improvement Program Projects and in accordance with plans and specifications to be filed in the office of the Director of Public Service. The total price to be awarded pursuant to said contract shall not exceed the amounts approved in the 2026 city budget. If it becomes necessary after the contract is entered into, to authorize change orders, such change orders may be authorized so long as the total financial obligation of the city pursuant to the contract including change orders does not exceed the awarded bid amount plus ten percent of the awarded bid amount.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to improve transportation infrastructure; WHEREFORE, this ordinance shall go into immediate effect provided 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.

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://publicnoticesohio.com/> 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

ORDINANCE NO. 26-XXX
Sponsored by Council Member

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR TREE TRIMMING AND TREE REMOVAL FOR ELECTRIC LINES CLEARANCE AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized and directed to advertise for and receive bids and to enter into a contract for tree trimming and tree removal for electric lines clearance as to distribution lines within the area designated by the Director of Public Service as Section 1 (Distribution) and as to transmission lines within the area designated by the Director of Public Service as Section T1.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to expedite the removal of trees or portions of trees that need to be removed for the safe, reliable and efficient operation of the City of Wadsworth Electric Utility; WHEREFORE, this ordinance shall go into immediate effect provided 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.

Passed: _____
President of Council

Attest: _____
Clerk of Council

Approved: _____
Mayor

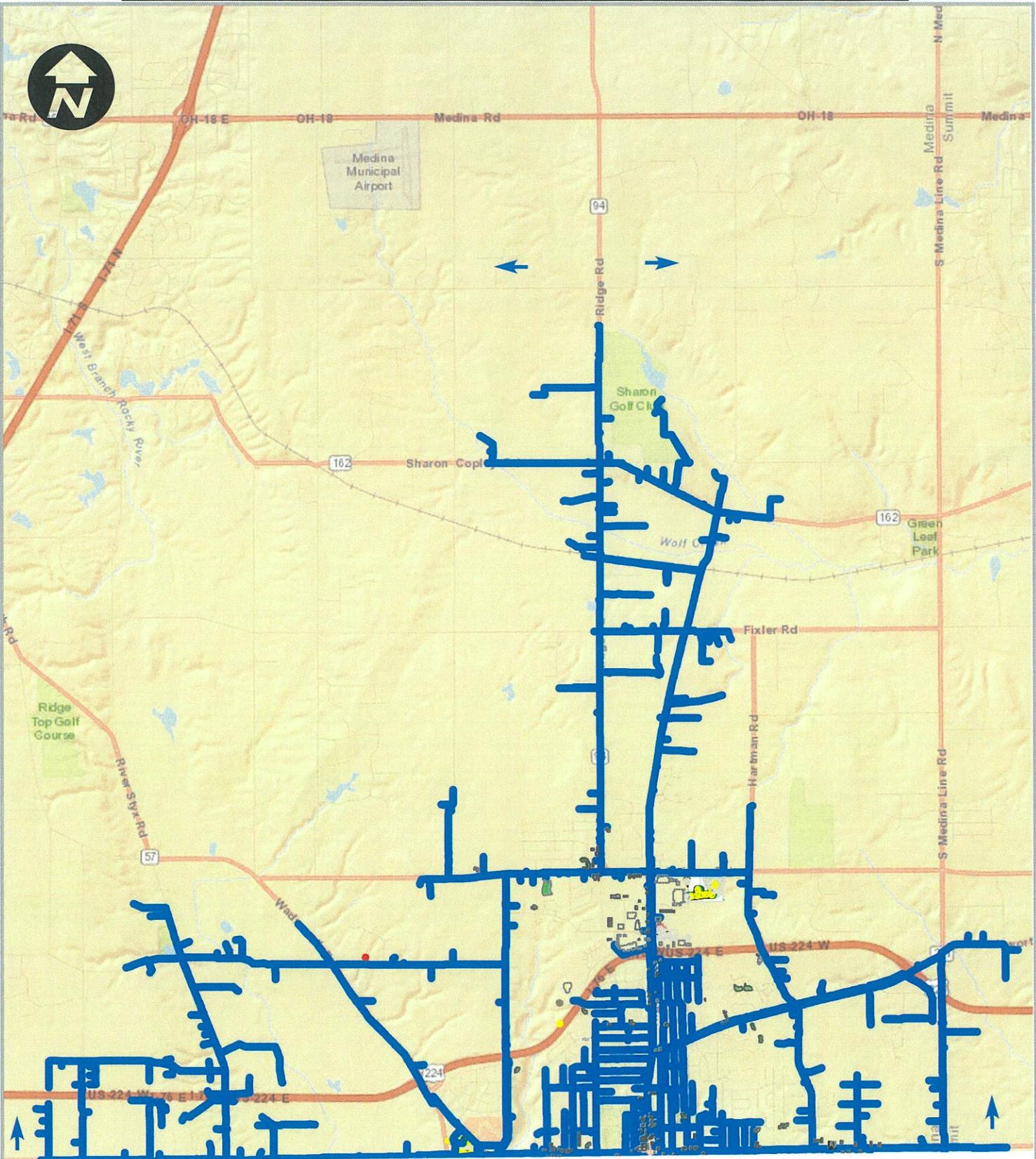
1st Rdg. _____ 2nd Rdg. _____
3rd Rdg. _____ Passed: yes _____ no _____
Vote: aye _____ nay _____ Immediate Effect: yes _____ no _____

CERTIFICATE OF PUBLICATION

I, xxxxxxx, Clerk of Council of the City of Wadsworth, State of Ohio, do hereby certify that the foregoing ordinance was duly published in the *Medina Gazette* and at <http://publicnoticesohio.com/> on _____ and _____, which is for two consecutive weeks as required by section 731.21 of the Ohio Revised Code.

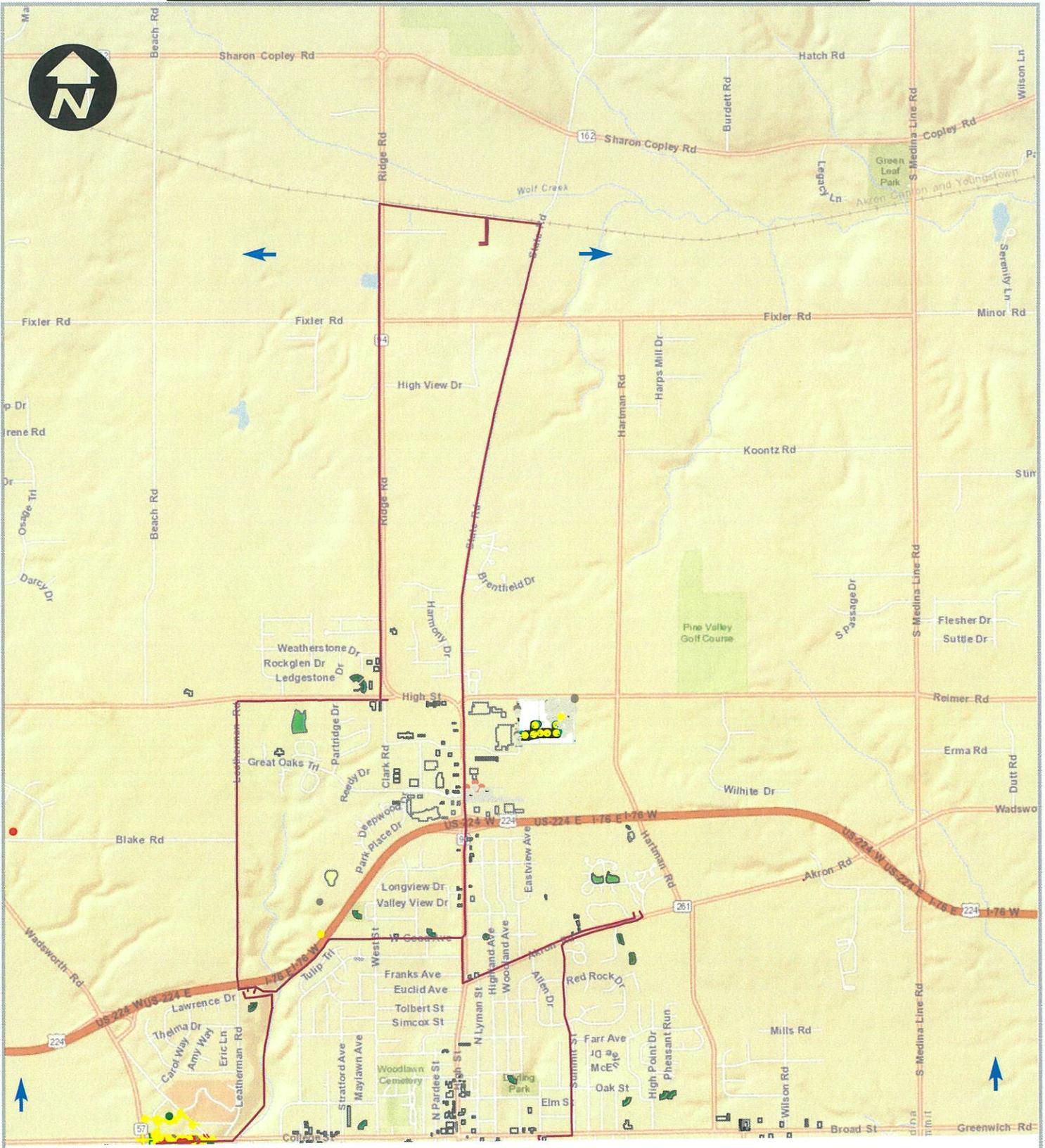
xxxxxxx, Clerk of Council, City of Wadsworth

WADSWORTH LIGHT AND POWER DISTRIBUTION SECTION-1



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

WADSWORTH LIGHT AND POWER TRANSMISSION T-1



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Company Name	Street	City	ST	Zip	Phone	Fax	e-mail	contact
ABC Professional Tree Services	201 Flint Ridge Rd.	Webster	TX	77598	713.644.8808	713.644.8812	info@abctree.com	Yvonne Garza, Contract Administrator
Apex Tree Service	3120 Bronco Dr	New Franklin	OH	44216	330.807.8398		ApexTreeOhio@gmail.com	Aaron Whisman
ARS Corp	437 Twining Ford Road	Richboro	PA	18954	267.648.3653		ebray@arscorp.com	Eric Bray
Asplundh Tree Expert Co.	681 1st SW	Massillon	OH	44646	330-809-6177	740.467.1020	kkeefe@Asplundh.com	Kris Keefer, Manager Keith N. Luck, President / Ron Endres
Barberton Tree Service	3307 Clark Mill Road	Norton	OH	44203	330.848.2344	330.848.9424	barbertontree@gmail.com	
Davey Tree Expert Co.	1500 N. Mantua Street	Kent	OH	44260	330-592-1830		mark.mittiga@davey.com	
Edwards Tree Service and Land Clearing Inc.	49090 Cooper Foster Park Rd.	Amherst	OH	44001	440-988-4477	440-988-4480	info@edwardsiree.com	Frank Caso
Lewis Tree Service, Inc.	300 Lucius Gordon Drive	West Henrietta	NY	14586	330.958.4397		checky@lewistree.com	Chris Hecky
Penn Line Services	300 Scottdale Ave.	Scottdale	PA	15683	724-887-2127	724-887-2128	michealm@pennline.com	Michael Mongell
Pro Tree & Landscape Co., Inc.	1551 - 17th St.	Cuyahoga Falls	OH	44223	330-923-6180	330-920-1885	protree6180@sbcglobal.net sales@RogueTreeSolutions.com	Jim Procaccio Corey or Dustin Parsons
Rogue Tree Services					330.206.8915			
Townsend's Tree Service & Landscaping	22898 Hartley	Alliance	OH	44601	888-918-7337		treeman_72080@yahoo.com	Jerry Townsend
Treemasters							treemasters.office@gmail.com	

CITY OF WADSWORTH
WADSWORTH ELECTRIC AND COMMUNICATIONS
STANDARD SPECIFICATIONS

E-1 TRANSMISSION AND DISTRIBUTION LINE CLEARANCE & TREE REMOVAL BID

Clearance to be bid by section as per enclosed maps. Work to begin as soon as possible after acceptance of bid. Bidders will supply proof of all trimmers being certified in line clearance per OSHA standards. Bidders will be required to submit a resume of line clearance work performed on energized electric facilities for a Municipal or Investor Owned power company. Bidders to furnish, upon request, a list pertaining to age and condition of equipment, to supply proof of insurance, and state compliance of laws ruling compensation, etc. in the State of Ohio.

**TRANSMISSION AND DISTRIBUTION TREE TRIMMING BID INSTRUCTIONS
(Sections 1 & T1)**

1. Bidding to be on Sections 1 (Distribution) & T1 (Transmission) with a total.
2. Section 1 (Distribution) boundaries are North of the center line of Greenwich Road, East and West of S.R. #94 (See attached map).
3. Section T1 (Transmission) boundaries are North of the center line of Greenwich Road, East and West of S.R. #94 (See attached map).
4. Transmission facilities will not be de-energized at the time of trimming. Transmission and Distribution facilities are to be trimmed at the same time. Coordination of de-energizing a section of transmission facilities will be done by Manager or Superintendent of the Electric Division and only in emergency.
5. Any time the Transmission or Distribution required clearance is not achieved, approval must be given by Manager or Superintendent of the Electric Division.
6. Trees to be removed where possible with customer permission. Special concessions will be made for tree removal.
7. Distribution trimming will include the top communication line on all spans of wire (1' clearance all around).
8. Contractor is responsible for contacting owners before trimming trees located on private property. In the county, where permission is granted by owner, trees are to be removed that are directly under Transmission and Distribution lines.
9. Priority of all sections will be determined by the Manager or Superintendent of Electric.
10. Wood chips will be disposed of by successful bidder. The City landfill will not be used without prior permission.
11. All work associated with this contract to be completed by successful bidder. No sub-contracting will be permitted without written permission of the City of Wadsworth.
12. Successful bidder is required to do all time and material work through the end of the contract or until released from those duties by Manager or the Superintendent of Electric.
13. The City of Wadsworth engineer's estimate for the proposed transmission and distribution line clearance is \$225,000.00. No contract for the described work shall be entered into if the price would exceed ten per cent of said estimate.

Questions on tree trimming are to be directed to Tim Parrish (330)335-2837

DISTRIBUTION GUIDE LINES FOR EFFECTIVE TREE CLEARANCE

	<u>Side</u>	<u>Under</u>	<u>Overhead</u>
240V TO 15,000V	Min 5'	8' TO 14'	All if possible

TRANSMISSION GUIDE LINES FOR EFFECTIVE TREE CLEARANCE

	<u>Side</u>	<u>Under</u>	<u>Overhead</u>
69,000V	20'	20'	All if possible

E-1 TRANSMISSION AND DISTRIBUTION LINE CLEARANCE & TREE REMOVAL

	<u>Bid Price</u>
SECTION 1 (DISTRIBUTION)	_____
SECTION T1 (TRANSMISSION)	_____

CITY OF WADSWORTH
WADSWORTH ELECTRIC AND COMMUNICATIONS
STANDARD SPECIFICATIONS

TOTAL _____

Sealed bids will be received by the Director of Public Service of the City of Wadsworth at his office in the City Hall, 120 Maple Street, Wadsworth, Ohio 44281, until 0:00 P.M. E.S.T. on the ___ day of ____, 2024, at which time and place said bids will be opened for the above services as required by the Department of Public Service during the year 2024-2025.

The signer of this Proposal as Bidder declares that he has carefully examined these specifications herein contained and he proposes and agrees that if this Proposal is accepted he shall contract with the City of Wadsworth, Ohio, to furnish and deliver the services in accordance with the specifications as therein set forth. Specifications and Bidding Forms for said services are available on the City's website at wadsworthcity.com (under 'Bids'). Copies are also on file in the office of the Director of Public Service. **All bidders are responsible for checking the website site for addendums up to and including bid due date.**

Bidders are to use forms furnished by the City of Wadsworth. Each bid must contain the full name of every person or company interested in the same. **No bid bonds/checks are required with bid submission, unless noted; but, performance guarantees, in the form of bond or certified check, may be required from any vendor awarded a contract of \$25,000 or more in value.** Such bond or check will be returned to the bidder within six weeks of satisfactory execution of the contract. Awards in excess of \$4999 require action by the City of Wadsworth Board of Control.

The City reserves the right to reject any or all bids; to waive any informalities or irregularities in the bids received; to purchase from multiple bidders on any award of \$50,000 or less (subject to quality of materials, needs, and availability); and to award to the lowest and/or best bidder.

NOTE: This Proposal sheet must be signed by the Bidder. If firm or corporation, include the name, followed by the name of person authorized to sign said bid, stating his title or position with the firm or corporation; if partnership, include partnership name and signature of one of partners.

All bids must include any and all additional costs for fuel surcharges, freight or other additional fees.

**** NO E-MAILED OR FAXED BIDS WILL BE ACCEPTED ****

Mathew Hiscock, Director of Public Service

By _____ Title _____
Signature of Bidder

Printed Name Printed Business Name

Business Address of Bidder _____

Contact name for future bid requests _____

Contact e-mail for future bid requests _____

Phone number _____ Fax Number _____

Dated at _____ this _____ day of _____, 2024.

CITY OF WADSWORTH
WADSWORTH ELECTRIC AND COMMUNICATIONS
STANDARD SPECIFICATIONS

**AFFIDAVIT OF CONTRACTOR OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF OHIO

COUNTY OF MEDINA SS:

TO: FISCAL OFFICER
CITY OF WADSWORTH
MEDINA COUNTY, OHIO

The undersigned, being first duly sworn, having been awarded a contract by the City of Wadsworth for transmission and distribution line clearance and tree removal hereby states that _____ was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Medina County, Ohio.

_____ vendor name
by _____ signature
_____ printed name and title

Sworn to before me and subscribed in my presence this _____ day of _____, 2024.

_____ notary signature

Notary Name (printed) my commission expires

Certificate of Fiscal Officer

It is hereby certified that the amount required to meet the obligation of the foregoing contract, in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

CITY OF WADSWORTH
WADSWORTH ELECTRIC AND COMMUNICATIONS
STANDARD SPECIFICATIONS

Catherine Fix
Auditor
City of Wadsworth, Ohio

date signed

ORDINANCE NO. 26-xxx
Sponsored by Council Member

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CONTRACT WITH ANDRITZ FOR THE REBUILD OF THE AQUASCREEN AT THE CITY'S WASTEWATER TREATMENT PLANT AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized and directed to enter into a contract with Andritz for the rebuild of the Aquascreen including associated crane and rigging services at the City's Water Treatment Plant in accordance with plans and specifications on file in the office of the Director of Public Service. The total price to be awarded pursuant to said contract shall not exceed \$194,080.00. If it becomes necessary to authorize change orders, such change orders may be authorized so long as the total financial obligation of the city pursuant to the contract including change orders does not exceed the awarded bid amount plus 20 percent of the awarded bid amount.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to expedite necessary repairs; WHEREFORE, this ordinance shall go into immediate effect provided 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.

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://publicnoticesohio.com/> 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

ORDINANCE NO. 26-xxx
Sponsored by Council Member

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO PURCHASE MATERIALS FOR CITYLINK'S FIBER-TO-THE-HOME PROJECT (FIBER PROJECT) FROM GRAYBAR ELECTRIC THROUGH THE OMNIA PARTNERS, PUBLIC SECTOR COOPERATIVE PURCHASING ORGANIZATION OR A VENDOR OFFERING A LOWER PRICE ON A SPECIFIC ITEM UNDER ANOTHER STATE-APPROVED PURCHASING COOPERATIVE AND DECLARING AN EMERGENCY

WHEREAS, section 9.48 of the Ohio Revised Code permits a political subdivision to participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership, and the materials are available under Graybar's OMNI Partners, Public Sector Cooperative Purchasing Contract/ Organization or a vendor offering a lower price on a specific item under another state approved purchasing cooperative and section 125.04 of the Ohio Revised Code permits a political subdivision to participate in purchase contracts of the Ohio Department of Administrative Services, and

WHEREAS, the Director of Public Service has determined that needed materials are available for purchase from Graybar Electric, Inc. through its OMNIA Partners, Public Sector Cooperative Purchasing Contract/ Organization or a vendor offering a lower price on a specific item under another state approved purchasing cooperative and that it is in the best interest of the City of Wadsworth to purchase the needed materials through participation in the said OMNIA Partners contract, and

WHEREAS, pursuant to section 735.05 of the Ohio Revised Code, authorization of this Council is required for the Director of Public Service to make an expenditure exceeding seventy-five thousand dollars; **NOW THEREFORE**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized to purchase materials for CityLink's Fiber-to-the-Home Project from Graybar Electric through its OMNIA Partners Public Sector Cooperative Purchasing organization or a vendor offering a lower price on a specific item under another state-approved purchasing cooperative, pursuant to section 9.48 of the Ohio Revised Code, in an amount not to exceed three hundred thousand dollars (\$300,000.00).

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to continue progress of an ongoing project; 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.

ORDINANCE NO. 26-xxx
Sponsored by Council Member

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH THE MEDINA COUNTY PORT AUTHORITY AND ADDISON WADSWORTH, LLC AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into a Cooperative Agreement for public infrastructure improvements with the Medina County Port Authority and Addison Wadsworth, LLC in substantially the form of the proposed agreement now on file in the office of the Director of Public Service together with such revisions or additions as are approved by the Director of Public Service as being consistent with the needs of the Department of Public Service.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Wadsworth in order to promote economic development; 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.

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://publicnoticesohio.com/> 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

COOPERATIVE AGREEMENT

among

MEDINA COUNTY PORT AUTHORITY

and

CITY OF WADSWORTH, OHIO

and

ADDISON WADSWORTH, LLC

Dated as of

_____, 2026

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Cooperative Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”) among the MEDINA COUNTY PORT AUTHORITY, a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the “Authority”), CITY OF WADSWORTH, OHIO, a municipal corporation validly existing under the laws of the State of Ohio (the “City”), and ADDISON WADSWORTH, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio, its affiliates, successors and assigns (the “Developer”). Capitalized words and terms not otherwise defined in the recitals shall have the meanings assigned to them in Article I.

RECITALS

A. The City entered into the Development Agreement with the Developer in connection with the Development and the Public Infrastructure Improvements.

B. In the Development Agreement, the Developer has agreed to construct certain Public Infrastructure Improvements in support of the Development and the City has agreed to pay the Assigned Service Payments and Minimum Service Payments to the Developer to reimburse the Developer for the costs of constructing the Public Infrastructure Improvements.

C. The Assigned Service Payments and the Minimum Service Payments are derived from the creation of a TIF District that includes the TIF Parcels.

D. The Developer has requested the Authority to issue the Bonds to the Original Purchaser, which Bonds shall be secured solely by an assignment of the Assigned Service Payments and the Minimum Service Payments.

E. The Authority, the City and the Developer now enter into this Cooperative Agreement in order to provide for the assignment of the Assigned Service Payments and Minimum Service Payments by the City to the Authority.

ARTICLE I

Definitions

Section I.1. Use of Defined Terms

. In addition to the words and terms defined elsewhere in this Corporative Agreement or by reference to another document, capitalized words and terms not otherwise defined herein shall have the meaning given to them in Appendix A to the Trust Indenture dated as of _____, 2026 (the “Indenture”) between the Authority and Argent Institutional Trust Company, as Trustee (the “Trustee”).

Section I.2. Interpretation

. Any reference herein to the Authority or the City, to a Legislative Authority or to any member, official or officer of any of them includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section I.3. Captions and Headings

. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

(End of Article I)

ARTICLE II -

Representations; Cooperative Arrangements

Section II.1. Representations of the Authority

. The Authority represents that:

(a) it is a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State;

(b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Authority in a way that would impair its ability to carry out its obligations contained in this Cooperative Agreement or the Transaction Documents to which it is a party;

(c) it is legally empowered to enter into and perform the transactions contemplated by this Cooperative Agreement and the other Transaction Documents to which it is a party;

(d) the execution, delivery, and performance of this Cooperative Agreement does not and will not violate or conflict with any provision of law applicable to the Authority, and do not and will not conflict with or result in a default under any agreement or instrument to which the Authority is a party or by which it is bound in a way that would have a material adverse effect on the Authority's ability to perform its obligations under the Transaction Documents;

(e) its Legislative Authority has duly authorized the execution, delivery, and performance of this Cooperative Agreement and the other Transaction Documents to which it is a party;

(f) this Cooperative Agreement and the other Transaction Documents to which it is a party, when executed and delivered by the Authority, will constitute the legal, valid, and binding obligations of the Authority, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance, and other similar laws and equitable principles now or hereafter in effect respecting creditors' rights or remedies generally; and

(g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Cooperative Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section II.2. Representations of the City

. The City represents that:

(a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter;

(b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City in a way that would impair its ability to perform its obligations contained in this Cooperative Agreement or the Transaction Documents to which it is a party;

(c) it is legally empowered to execute, deliver, and perform this Cooperative Agreement and to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party;

(d) the execution, delivery, and performance of this Cooperative Agreement do not and will not violate or conflict with any provision of law applicable to the City and do not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound in a way that would have a material adverse effect on the City's ability to perform its obligations under the Transaction Documents;

(e) its Legislative Authority has duly authorized the execution, delivery, and performance of the Cooperative Agreement and the other Transaction Documents to which it is a party;

(f) this Cooperative Agreement and the other Transaction Documents to which it is a party, when executed and delivered by the City, will constitute the legal, valid, and binding obligations of the City, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance, and other similar laws and equitable principles now or hereafter in effect respecting creditors' rights or remedies generally; and

(g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Cooperative Agreement, and the other Transaction Documents to which it is a party by any successor public body.

Section II.3. Representations of the Developer

. The Developer represents that:

(a) it is a limited liability company duly organized and validly existing under the laws of the State;

(b) it has full power and authority to execute, deliver and perform this Cooperative Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents;

(c) the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party do not violate any provision of law

applicable to it or its Governing Documents, and do not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound which would have a material adverse effect on its ability to perform its obligations under this Cooperative Agreement and any of the other Transaction Documents to which it is a party;

(d) it has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party;

(e) this Agreement and the other Transaction Documents to which it is a party, when executed and delivered by it, will constitute its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally; and

(f) the provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Authority and the City have induced it to undertake the transactions contemplated by this Cooperative Agreement and the other Transaction Documents to which it is a party, including development of the Development which will create jobs and employment opportunities within the City.

Section II.4. Cooperative Arrangements

The City and the Developer have requested the assistance of the Authority in financing a portion of the Costs of Public Infrastructure Improvements in order to enhance, foster, aid, promote and provide for economic development in the City and the County and the jurisdiction of the Authority and in furtherance of the City's obligations under the Development Agreement. In furtherance of the City and the Developer's request, the Cooperative Parties hereby agree as follows:

(a) Issuance of Bonds. To provide funds to finance a portion of the Costs of Public Infrastructure Improvements, the Authority shall issue the Bonds pursuant to and in accordance with the terms provided for in the Bond Resolution and the Indenture.

(b) City Assignment of Assigned Service Payments and Minimum Service Payments. In accordance with section 1.3(b) of the Development Agreement, in order to provide revenues to pay and to secure the Bonds, the City shall assign and Developer consents to the assignment of, the Assigned Service Payments and the Minimum Service Payments to the Authority as provided in Article III.

(c) Developer to Construct Public Infrastructure Improvements. The Developer shall cause the construction of the Public Infrastructure Improvements described on Exhibit C attached to, and referred to in, Article 1 of the Development Agreement.

Section II.5. Covenant to Make Service Payments

As provided in the TIF Ordinance and the TIF Declaration, the current and future owners of the TIF Parcels (each an “Owner” and collectively the “Owners”) shall make semiannual Service Payments pursuant to and in accordance with the requirements of the TIF Act, the TIF Ordinance, the Development Agreement and this Cooperative Agreement. The Service Payments shall be made semiannually to the County Treasurer (or to his or her designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable. The obligations of the Owners to make the Service Payments shall be unconditional, and shall not be terminated for any cause, and there shall be no right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Development, commercial frustration of purpose, or any failure by any other party to perform or observe any obligation, or covenant, whether express or implied, arising out of or in connection with this Cooperative Agreement or the other Transaction Documents to which they are parties.

Section II.6. Covenant to Make Minimum Service Payments

Each Owner of a Parcel shall make Minimum Service Payments in the amount of each TIF Parcel Deficiency Amount for each such TIF Parcel attributable to its period of ownership of that TIF Parcel as calculated by the Calculation Agent pursuant to Section 3(b) hereof. On or before August 15th of each year commencing on or before August 15, 2027, the Calculation Agent, using the most recent assessed valuation for each Parcel as shown on the official records of the County Auditor, the effective real property tax rate (the “Tax Rate”) for the TIF Parcels, and any other official records of the County Treasurer, shall determine, based on the Minimum Service Payment Schedule attached hereto as **Exhibit A**, the amount of the semi-annual TIF Parcel Deficiency Amount (as further described in the TIF Declaration and constituting a Minimum Service Payment) due during the following calendar year, if any, for each TIF Parcel, and shall provide notice to the Issuer, the City, the Trustee and any Owner of a TIF Parcel of such determination. Upon receipt of the Calculation Agent’s determination, the City shall levy the TIF Parcel Deficiency Amount on the TIF Parcels as a Minimum Service Payment due and payable in the following calendar year. The Minimum Service Payment will be placed by the County Auditor on the tax duplicate for the applicable TIF Parcels for collection in accordance with the procedures set forth in Section 5709.91 of the Ohio Revised Code. The City will remit any TIF Parcel Deficiency Amount received with respect to the TIF Parcels to the Trustee for the Bonds to pay Bond Service Charges on the Bonds when due. To the extent the actual Assigned Service Payments for a year in which a TIF Parcel Deficiency Amount is assessed exceed the amount calculated by the Calculation Agent, such that a Minimum Service Payment paid in accordance herewith exceeds the amount required, the excess (each, an “Excess Minimum Service Payment”) shall be paid to each Owner in accordance with the Indenture.

The Minimum Service Payment will be apportioned by the Calculation Agent among all of the TIF Parcels in accordance with the procedures set forth in the TIF Declaration.

Regardless of the apportionment method, such apportionment shall be evidenced by an Addendum to the TIF Declaration filed prior to the subdivision or consolidation by the Owner of such TIF Parcel being subdivided or such TIF Parcels being consolidated.

Section II.7. Cost Certificates and Completion Certificate

. Pursuant to Section 1.4 of the Development Agreement, the City is requiring the Developer to certify the Costs of Public Infrastructure Improvements prior to the payment by the City of any Assigned Service Payments or the Minimum Service Payments to the Developer to reimburse the Costs of Public Infrastructure Improvements. The City shall review each Cost Certificate and upon execution and approval by the City, the City agrees that the Costs of Public Infrastructure Improvements set forth on such Cost Certificate shall be deemed Costs of Public Infrastructure Improvements under the Development Agreement that are entitled to be reimbursed from Assigned Service Payments and the Minimum Service Payments in accordance with the TIF Ordinance. Each Cost Certificate shall be delivered to the Authority following execution and approval by the City. All Costs of Public Infrastructure Improvements approved by the City pursuant to a Cost Certificate shall be deemed to be Costs payable from the Project Fund pursuant to Section 5.03 of the Indenture. In connection with the request for disbursement from the Project Fund to pay Costs, the Developer shall execute and deliver to the Authority a Disbursement Request in the form attached as Exhibit B to the Indenture.

Upon completion of the Public Infrastructure Improvements, the Developer shall submit a final Cost Certificate to the City for its approval. The Cost Certificate shall contain additional representations by the Developer sufficient to show that all costs of the Public Infrastructure Improvements were paid, the Public Infrastructure Improvements were completed, the date of such completion, and that the Public Infrastructure Improvements have been dedicated and accepted by the City.

(End of Article II)

ARTICLE III

Assigned Service Payments; Minimum Service Payments; Issuance of the Bonds; Allocation and Payment

Section III.1. Assignment of Assigned Service Payments and Minimum Service Payments

. In consideration of the Bonds issued by the Authority to reimburse the Costs and in accordance with the Development Agreement, the City, as requested by the Developer, hereby assigns to the Authority the Assigned Service Payments and the Minimum Service Payments, and grants to the Authority the City's right to receive the Assigned Service Payments and the Minimum Service Payments to secure the payment of Bond Service Charges on the Bonds, which right the Issuer has pledged and assigned to the Trustee under the Indenture to secure the payment of Bond Service Charges on the Bonds. Accordingly, to the extent that Assigned Service Payments and Minimum Service Payments are available on each May 1 and November 1 to pay Bond Service Charges, the City, not later than the first business day following each May 1 and November 1 of each year shall deliver the Assigned Service Payments and the Minimum Service Payments to the Trustee, on behalf of the Authority, for the payment of Bond Service Charges next coming due and payable. All such Assigned Service Payments and the Minimum Service Payments shall be paid to the Trustee at the Trustee's Notice Address, or at such other address as the Trustee shall designate in writing for deposit in the Bond Fund for payment of Bond Service Charges on the Bonds in accordance with the Indenture.

Notwithstanding anything in this Cooperative Agreement to the contrary, the City's obligation under this Cooperative Agreement to pay the Assigned Service Payments and the Minimum Service Payments shall be a special obligation of the City and shall be required to be made solely from the funds deposited in the TIF Fund and available for assignment to the Authority in accordance with the TIF Ordinance, the Development Agreement and this Cooperative Agreement. The obligations of the City under this Cooperative Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the City under this Cooperative Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Authority, nor the Holder of the Bonds has or shall have any right to have taxes levied by the City for the payment of the Assigned Service Payments or Minimum Service Payments.

All of the obligations of the Authority and the City under this Cooperative Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City and the Authority, respectively, within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Section III.2. Issuance of the Bonds

. On the Closing Date, the Authority will issue, authenticate and deliver the Bonds to the Original Purchaser in substantially the form set forth in the Indenture and in accordance with the terms set forth in the Bond Resolution, the Indenture and the Placement Agreement.

Section III.3. Provisions Related to Calculation Agent.

(a) Calculation Agent. The Issuer and the City shall designate a Calculation Agent from time to time that is mutually agreeable to the Issuer and the City. The Issuer and the Calculation Agent shall execute the Calculation Agent Agreement that shall set forth the scope of the Calculation Agent's duties. The Calculation Agent will be paid the Calculation Agent Fee for its services under the Calculation Agent Agreement.

(b) Calculation Agent Determination of Minimum Service Payments. On or before August 15 of each year commencing on or before August 15, 2027, the Calculation Agent, using the most recent assessed valuation for each Parcel as shown on the official records of the County Auditor, the Tax Rate for the TIF Parcels, and any other official records of the County Auditor, shall determine, based on the Minimum Service Payment Schedule attached to the TIF Declaration, the amount of the semi-annual TIF Parcel Deficiency Amount (constituting a Minimum Service Payment) due during the following calendar year, if any, for each Parcel, and shall provide notice to the Authority, the City, the Trustee and any Owner of a Parcel of such determination. Upon receipt of the Calculation Agent's determination, the City shall levy the TIF Parcel Deficiency Amount on the TIF Parcels as a Minimum Service Payment due and payable in the following calendar year. The Minimum Service Payment will be placed by the County Auditor on the tax duplicate for the applicable Parcels for collection in accordance with the procedures set forth in Section 5709.91 of the Ohio Revised Code. The City will remit any TIF Parcel Deficiency Amount received with respect to the TIF Parcels to the Trustee to pay Bond Service Charges on the Bonds when due. To the extent the actual Assigned Service Payments for a year in which a TIF Parcel Deficiency Amount is assessed exceeds the amount calculated by the Calculation Agent, such that a Minimum Service Payment paid in accordance herewith exceeded the amount required, the excess shall be paid to each Owner.

(End of Article III)

ARTICLE IV

Additional Covenants and Agreements

Section IV.1. Indemnification by the Developer.

(a) The Developer releases the Authority, the City, the Trustee and their respective officers, officials, directors, employees and agents, (collectively, the "Indemnified Parties") from, and agrees that the Indemnified Parties shall not be liable for and indemnifies the Indemnified Parties against, all liabilities, claims, fines, penalties, losses, costs and expenses, including out-of-pocket and incidental reasonable expenses and reasonable legal fees, imposed upon, or incurred or asserted against an Indemnified Party on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipping and improvement of the Public Infrastructure Improvements; or (ii) any breach or default on the part of the Developer in the performance of any covenant, obligation or agreement of the Developer, or arising from any act or failure to act by the Developer under this Cooperative Agreement, any other Transaction Document, or any contract for the construction or provision of the Public Infrastructure Improvements to which the Developer is a party; (iii) any representation or warranty made by the Developer to any of the Indemnified Parties in this Agreement or the other Transaction Documents to which it is a party proving to be false or misleading in any material respect when made or given; (iv) the issuance, sale, redemption or servicing of the Bonds; (v) any action taken or omitted to be taken by the Authority, the City or the Trustee pursuant to the terms of this Agreement or any other Transaction Document; and (vi) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), or (v) above; provided, that for the Indemnified Party seeking indemnification and release, such losses did not result solely from (x) the willful misconduct or gross negligence of such Indemnified Party; (y) its breach of any material representation, warranty or covenant made by it in this Cooperative Agreement or in any of the Transaction Documents to which it is a party; or (z) any lien granted by it on the TIF Parcels, other than a lien arising under the terms of the Transaction Documents.

(b) In case any claim or demand is at any time made, or action or proceeding, whether legal or administrative, is brought, against or otherwise involving an Indemnified Party in respect of which indemnity may be sought hereunder, the Indemnified Party seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer, upon receipt of that notice, shall have the obligation upon the request of the Indemnified Party to assume the defense of the action or proceeding; provided, that failure of the Indemnified Party to give that notice shall not relieve the Developer from any of its obligations under this section unless, and only to the extent, that failure prejudices the defense of the action or proceeding by the Developer. Each Indemnified Party may, however, retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the Developer if such Indemnified Party believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the

Development and which such Indemnified Party believes in good faith cannot be effectively asserted by common counsel. The Developer agrees that it will not settle any claim or action without the consent of the applicable Indemnified Party.

(c) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights which the Indemnified Parties may now or hereafter have against the Developer for any environmental liabilities as a result of the Developer's former, present or future ownership, occupancy or use of or interest in, any real property included in or in the vicinity of the Development.

(d) The indemnification set forth in this Section 4.1 is intended to and shall include the indemnification of each Indemnified Party and each Indemnified Party's successors and permitted assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Bonds.

Section IV.2. Payment of Administrative Fees

. The Developer agrees to pay the following fees in connection with the Bonds:

(a) While the Bonds are Outstanding, the Extraordinary Expenses, payable within 30 days of receipt by the parties hereto of an invoice therefor.

(b) While the Bonds are Outstanding, the Administrative Amounts, including any fees and expenses of the Issuer, the Trustee, and the Calculation Agent including without limitation reasonable attorneys' fees and expenses, incurred by the Issuer or the Trustee in connection with the enforcement of the obligations under this Cooperative Agreement and the other Transaction Documents to which the Developer is a party, payable within 30 days of receipt by the Developer of an invoice therefor.

Section IV.3. Developer, Authority and City Not to Adversely Affect Exclusion from Gross Income of Interest on Bonds

. The Developer, the Authority and the City each represent that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with any other Cooperative Party, for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, as amended.

(End of Article IV)

ARTICLE V

Events of Default and Remedies

Section V.1. Events of Default

. Each of the following shall be an Event of Default:

(a) The City fails to pay to the Trustee the Assigned Service Payments or the Minimum Service Payments when due.

(b) The Authority, the City or the Developer fails to observe and perform any agreement, term or condition contained in this Cooperative Agreement to be performed by it, and the failure continues for a period of 30 days after notice to the defaulting Cooperative Party, or for such longer period as the non-defaulting Cooperative Party may agree to in writing. But if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting Cooperative Party institutes curative action within the applicable period and diligently pursues that action to completion.

(c) Any representation or warranty made by the Authority, the City or the Developer in this Cooperative Agreement, in any of the other Transaction Documents or in any other document or instrument furnished in connection with this Cooperative Agreement or any of the other Transaction Documents proves to have been false or misleading in any material respect when made or given.

Section V.2. Remedies on Default

. Whenever an Event of Default occurs and is continuing, any one or more of the following remedial steps may be taken:

(a) The Authority, the City and the Developer may exercise any or all or any combination of rights or remedies available to it against the defaulting party in this Cooperative Agreement or the other Transaction Documents.

(b) If the City is the defaulting party, the Authority and the Developer may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the City pertaining to the Assigned Service Payments and Minimum Service Payments.

(c) The Authority and the Developer may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due and owed to them under this Cooperative Agreement or the other Transaction Documents or any other agreement entered into by any of the Cooperative Parties pursuant to any of the Transaction Documents.

Section V.3. No Remedy Exclusive

. No remedy conferred upon or reserved to a non-defaulting Cooperative Party by this Cooperative Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Cooperative Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a non-defaulting Cooperative Party to exercise any remedy reserved to it in this Cooperative Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section V.4. No Waiver

. No failure by a Cooperative Party to insist upon the strict performance by another Cooperative Party of any provision of this Cooperative Agreement shall constitute a waiver of its right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure such Cooperative Party to observe or comply with any provision of this Cooperative Agreement.

Section V.5. Notice of Default

. Each Cooperative Party shall notify the other Cooperative Parties promptly if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event that, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article V)

ARTICLE VI

Miscellaneous

Section VI.1. Term of Cooperative Agreement

. This Cooperative Agreement will remain in full force and effect until all Assigned Service Payments and Minimum Service Payments have been paid pursuant to the Development Agreement.

Section VI.2. Notices

. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address; provided, however, that any notice to the Trustee shall not be deemed to be given until received by it. A duplicate copy of each notice, certificate, request, or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Party. The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates, or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Cooperative Agreement shall be given in such other manner as in the judgment of the Authority shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Cooperative Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section VI.3. Extent of Covenants; No Personal Liability

. All covenants, obligations and agreements of the Cooperative Parties contained in this Cooperative Agreement and the other Transaction Documents shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the Authority, the City or their respective Legislative Authorities in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing the Transaction Documents or the Bonds will be liable personally on such Transaction Documents or Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the Authority or the City contained in this Cooperative Agreement or in the other Transaction Documents. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Cooperative Agreement, the Development Agreement or the TIF Ordinance, the terms of this Cooperative Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

The obligations of the Authority relating to the Bonds and this Cooperative Agreement will be taken at the direction and expense of the Developer. The Authority may rely on the Developer's direction in determining whether an action should be taken.

Section VI.4. Binding Effect

. This Cooperative Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted successors and assigns. This Cooperative Agreement may not be assigned by the City and the interests of the Authority under this Cooperative Agreement may not be assigned by the Authority (except to the extent contemplated in this Cooperative Agreement). This Cooperative Agreement may be enforced only by the parties, their assignees, and others who may, by law, stand in their respective places.

Section VI.5. Amendments and Supplements

. Except as otherwise expressly provided in this Cooperative Agreement or the other Transaction Documents, subsequent to the issuance of the Bonds and while any such Bonds are outstanding, no provision of this Cooperative Agreement or the other Transaction Documents relating to the payment of the Assigned Service Payments or Minimum Service Payments or the security for the Bonds may be effectively amended, changed, modified, altered, or terminated except in accordance with the Indenture. In no event shall any amendment or modification to this Cooperative Agreement be effective unless signed by all of the Cooperative Parties.

Section VI.6. Execution Counterparts

. This Cooperative Agreement may be executed in counterparts and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Counterparts or signatures executed, stored or transmitted by electronic means (such as e-mailed .pdfs) shall be considered original counterparts or signatures for all purposes.

Section VI.7. Severability

. If any provision of this Cooperative Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section VI.8. Limitation of Rights

. With the exception of rights conferred expressly in this Cooperative Agreement, nothing expressed or mentioned in or to be implied from this Cooperative Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties and the Holders

any legal or equitable right, remedy, power, or claim under or with respect to this Cooperative Agreement or any covenants, agreements, conditions and provisions contained herein. This Cooperative Agreement and all of those covenants, agreements, conditions, and provisions are intended to be for the sole and exclusive benefit of the Cooperative Parties and the Holders.

Section VI.9. Governing Law

. This Cooperative Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

(End of Article VI)

IN WITNESS WHEREOF, the Cooperative Parties have caused this Cooperative Agreement to be signed and delivered in their respective names, all as of the Effective Date.

**MEDINA COUNTY PORT
AUTHORITY**

By: _____
Adam Friedrich, Chair
Board of Directors

CITY OF WADSWORTH, OHIO

By: _____
Robin L. Laubaugh, Mayor

Approved as to Form:

Bradley J. Proudfoot, Law Director

ADDISON WADSWORTH, LLC, an Ohio
limited liability company

By: _____
Jason Friedman, its Member

AUTHORITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Authority, hereby certifies that the money required to meet the obligations of the Authority during the year 2026 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Authority for such purposes and are in the treasury of the Authority 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: _____, 2026

Christopher Benko, Fiscal Officer
Medina County Port Authority

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 2026 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority 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: _____, 2026

Auditor
City of Wadsworth, Ohio

EXHIBIT A

MINIMUM SERVICE PAYMENT SCHEDULE

Year	Minimum Service Payments
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	

ORDINANCE NO. 26-xxx
Sponsored by Council Member

AN ORDINANCE TO REZONE DUAL JURISDICTION LOTS #10232-10235 TO SHADOW CREEK PLANNED UNIT DEVELOPMENT AND TO ADOPT ZONING REGULATIONS FOR THE SHADOW CREEK PUD DISTRICT AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1: As recommended by the Wadsworth City Planning Commission on January 5, 2026, that Dual Jurisdiction Lots #10232-10235 are hereby rezoned from their current R-1 and LDR classifications to the Shadow Creek Planned Unit Development (PUD) designation as shown on Exhibit A to this ordinance.

Section 2: That zoning text and development regulations governing development within the Shadow Creek Planned Unit Development are hereby adopted and added to Chapter 154 of the City's Codified Ordinances. Such regulations have been recommended for adoption by the Wadsworth City Planning Commission on January 5, 2026 and are attached as Exhibit B to this ordinance.

Section 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

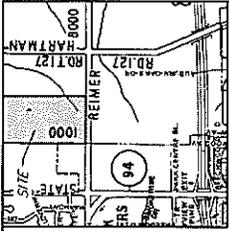
Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Wadsworth in order to promote economic development; WHEREFORE, this ordinance shall go into immediate effect provided that it receives 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.

Passed: _____
President of Council

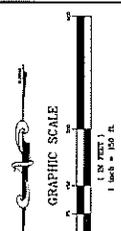
Attest: _____
Clerk of Council

Approved: _____
Mayor

1 st Rdg. _____	2 nd Rdg. _____
3 rd Rdg. _____	Passed: yes _____ no _____
Vote: aye _____ nay _____	Immediate Effect: yes _____ no _____



ZONING MAP PLAN
 FOR
SHADOW CREEK PUD
 SITUATED IN THE CITY OF WADSWORTH,
 MEDINA COUNTY, STATE OF OHIO
 PROJECT NUMBER: 21-360
 035-548-18-001 &
 035-548-04-001



ZONING
 Lewis Land Professionals, Inc. City of Wadsworth Planning Commission
 60% CONCERN ROAD LIND SUITE 100
 WADSWORTH, OH 44281 (330) 355-8332
 LEWIS LAND PROFESSIONALS, INC.
 60% CONCERN ROAD LIND SUITE 100
 WADSWORTH, OH 44281 (330) 355-8332
 Planned Use: Developments
 Form Submittal Minimum: 2' (1st Floor)
 Form Submittal Maximum: 25' (Roof)
 Maximum Height: 40'

NO.	NAME	ADDRESS	DATE	APPROVED
1	REIMER ROAD	1000	03/27/2015	APPROVED
2	HARTMAN ROAD	1000	03/27/2015	APPROVED
3	REIMER ROAD	1000	03/27/2015	APPROVED
4	HARTMAN ROAD	1000	03/27/2015	APPROVED
5	REIMER ROAD	1000	03/27/2015	APPROVED
6	HARTMAN ROAD	1000	03/27/2015	APPROVED
7	REIMER ROAD	1000	03/27/2015	APPROVED
8	HARTMAN ROAD	1000	03/27/2015	APPROVED
9	REIMER ROAD	1000	03/27/2015	APPROVED
10	HARTMAN ROAD	1000	03/27/2015	APPROVED
11	REIMER ROAD	1000	03/27/2015	APPROVED
12	HARTMAN ROAD	1000	03/27/2015	APPROVED
13	REIMER ROAD	1000	03/27/2015	APPROVED
14	HARTMAN ROAD	1000	03/27/2015	APPROVED
15	REIMER ROAD	1000	03/27/2015	APPROVED
16	HARTMAN ROAD	1000	03/27/2015	APPROVED
17	REIMER ROAD	1000	03/27/2015	APPROVED
18	HARTMAN ROAD	1000	03/27/2015	APPROVED
19	REIMER ROAD	1000	03/27/2015	APPROVED
20	HARTMAN ROAD	1000	03/27/2015	APPROVED
21	REIMER ROAD	1000	03/27/2015	APPROVED
22	HARTMAN ROAD	1000	03/27/2015	APPROVED
23	REIMER ROAD	1000	03/27/2015	APPROVED
24	HARTMAN ROAD	1000	03/27/2015	APPROVED
25	REIMER ROAD	1000	03/27/2015	APPROVED
26	HARTMAN ROAD	1000	03/27/2015	APPROVED
27	REIMER ROAD	1000	03/27/2015	APPROVED
28	HARTMAN ROAD	1000	03/27/2015	APPROVED
29	REIMER ROAD	1000	03/27/2015	APPROVED
30	HARTMAN ROAD	1000	03/27/2015	APPROVED

LEWIS LAND PROFESSIONALS, INC.
 60% CONCERN ROAD LIND SUITE 100
 WADSWORTH, OH 44281 (330) 355-8332
LEWIS LAND PROFESSIONALS, INC.
 60% CONCERN ROAD LIND SUITE 100
 WADSWORTH, OH 44281 (330) 355-8332

SHADOW CREEK PUD SUBDIVISION
EXISTING ZONING MAP

HORIZONTAL 1" = 150'
 SCALE
 21-360 ZONING MAP NO. 1
 21-360 SHEET NUMBER
 1 OF 1

EXHIBIT B

Shadow Creek PUD Zoning Text

154.xx1 PURPOSE:

The purpose of the Shadow Creek PUD is to allow for the development of a residential subdivision, at a density not exceeding 3.5 units per acre, in a manner that preserves open spaces streams, watercourses, steep slopes and other environmental features not suitable for development and directs development to other locations on the site deemed more appropriate.

The development pattern is arranged so that townhomes and smaller residential lots are located in the south and western portions of the site, where they are adjacent to, or nearby, existing higher-density residential uses and non-residential uses. Building sites become larger and open space increases moving into the northern and eastern portions of the site.

154.xx2 PERMITTED USES AND STRUCTURES:

Permitted uses and structures in the Shadow Creek PUD shall consist of the following:

- (A) Single-family residential dwellings; attached and detached
- (B) Accessory structures on single-family dwelling sites
- (C) Community structures, facilities and common private open space as noted on the general development plan, which shall be owned and maintained by a unit owners association.

154.xx3 CONDITIONALLY-PERMITTED USES:

There shall be no conditionally-permitted uses allowed in the Shadow Creek PUD. All uses as defined on the general development plan, as approved by the City Planning Commission, shall be permitted uses.

154.xx4 HOMEOWNERS ASSOCIATION REQUIRED:

The PUD shall create at least one homeowners or unit owners (HOA) association to manage, control, and maintain all non-public improvements, infrastructure and common open space; and to ensure compliance with the bylaws; covenants, conditions and restriction (CCRs); and other development guidelines adopted for the PUD. If more than one HOA is created, a master association shall also be required to manage and regulate community-wide amenities used by all residents and HOAs within the PUD.

154.xx5 MAXIMUM ALLOWABLE DENSITY:

The maximum density of the PUD shall not exceed 3.5 dwelling units per acre. As proposed the calculated density over the entire project area is 2.92 dwelling units per acre.

154.xx6 LOT AREA, DIMENSION AND YARD SETBACK REQUIREMENTS:

- (A) Single-Family, Fee-Simple Lots

1. No dwelling lot shall contain less than 6,050 sq.ft. of land area. The actual area of each individual lot shall be as noted on the approved general plan.
2. The minimum front, rear and side yard setback requirements for the primary structure on each fee-simple dwelling lot shall be as shown on the approved general plan.
3. Building additions and decks may be permitted to the extent that they comply with approved yard setbacks as established for the primary structure.
4. The minimum rear and site yard setback for any accessory structure on said lots shall be established at 3 feet.

(B) Attached single-family dwelling; Freehold Townhomes

1. Each townhome shall maintain a minimum front yard setback of 25' as measured to the edge of pavement on the private street.
2. The design details for each townhome, including building materials and colors; landscaping; private yard area shall be as approved by the Architectural Design Committee and incorporated into the development guidelines adopted for these dwellings.
3. Accessory structures for freehold dwelling sites are not permitted.

154.xx7 DESIGN AND DEVELOPMENT STANDARDS:

All primary and accessory structures shall demonstrate compliance with standards adopted by the Shadow Creek PUD or any Homeowners or Master Association within the PUD.

154.xx8 COMMON OPEN SPACE:

A minimum of 30% of the Shadow Creek PUD land area will be held in perpetuity as common open space. The purposes of such open space are:

- (A) To preserve watercourses, steep slopes, wetlands and other environmentally sensitive areas from development;
- (B) To provide areas for stormwater management and other utility infrastructure
- (C) To provide for passive recreational activities and commonly-held community structures and facilities, and
- (D) To help create and maintain a visually attractive development.

154.xx9 OFF STREET PARKING:

All dwelling lots shall provide off-street parking that meets or exceeds the minimum requirements specified in §154.408 of the Zoning Ordinance.

154.x10 AMENDMENTS AND MODIFICATIONS:

These regulations may only be amended by City Council.

ORDINANCE NO. 26-XXX
Sponsored by Council Member XXXX

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR CITY STREET SWEEPING AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized and directed to advertise for and receive bids and to enter into a contract for Street Sweeping (copy attached as Exhibit A) within the area designated by the Director of Public Service as Section A and as to streets within the area designated by the Director of Public Service as Section B.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to expedite the sweeping of City streets for the safe, reliable and efficient operation of the City of Wadsworth; WHEREFORE, this ordinance shall go into immediate effect provided 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.

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 foregoing ordinance was duly published in the *Medina Gazette* and at <http://publicnoticesohio.com/> 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



2026 Street Sweeping BID

1. GENERAL INFORMATION AND DEFINITIONS

- 1.1 The City of Wadsworth desires to contract a street sweeping service for one calendar year. A base bid scope and an alternate bid scope has been included. The City of Wadsworth will deem which sweeping schedule will be necessary after a contractor is selected.
- 1.2 Contractor must meet all minimum requirements of this proposal.
- 1.3 The City has approximately **68** miles of curbed roadway equaling **136** curb miles to be cleaned of debris.
- 1.4 The term debris above shall mean all materials normally picked up by a mechanical sweeper or vacuum sweeper to include, but not limited to, cinders, glass, paper, cans, stone, gravel, soil, tree limbs, leaves and other debris resulting from tree lined streets. Debris does not include tree limbs that would be downed by wind, rain, hail or ice storms where such limbs would be larger than 1" diameter. Other debris such as leaves, twigs, and small limbs up to 1" diameter resulting from the above type storms would be included as debris to be picked up at no additional cost.
- 1.5 The term street shall mean the paved area of the street and on street parking areas in the central business district, and shall include curb to curb.
- 1.5 The term street shall not include sidewalks or areas adjacent to the roadway.
- 1.6 The term cycle shall mean one pass of the curb miles or parking areas as defined in the scope of work.
- 1.7 The normal sweeping day shall not begin until at least 6:00 a.m., and no sweeping shall be done after 5:00 p.m. - Monday through Friday in residential areas. No sweeping may be done on Saturday or Sunday. Major high traffic streets and downtown business district should be swept between 3:00 a.m. and 6:00 a.m.
- 1.8 Sweeping shall not be done during adverse weather conditions. Adverse weather conditions shall mean continuous or heavy rains, extreme cold and snow. Sweeping shall not be done when the temperature is 32 degrees Fahrenheit or lower.
- 1.9 Sweeping will not be done on the following holidays: Memorial Day and

Labor Day.

- 1.10 An outside storage area for equipment will be made available to the contractor at the Street Department facility, 311 Broad Street. Indoor garage space will not be available for equipment.
- 1.11 It should be anticipated that certain residential streets may cause problems because of on street parking during proposed sweeping hours. If or when these problems arise, the Contractor may meet with the City of Wadsworth Street Department to set up alternate sweeping hours for those streets, or the Contractor may post "No Parking – Street Sweeping" signs with dates and times, or an alternate method. No additional payment will be made by The City of Wadsworth for these provisions.
- 1.12 The City reserves the right to require the Contractor to re-sweep areas which have not been adequately swept or where material from an over full sweeper load has been left on the street. No extra payment will be made. If the street is not reswept, or still deemed not adequate, the City of Wadsworth reserves the right to withhold payment for that street based on the per foot bid costs.
- 1.13 The City also reserves the right to require an extra sweeping cycle in the occurrence of a storm or presently unknown situation. The payment for sweeping will be at the accepted per curb mile bid price.
- 1.14 Water needed for sweeper may be obtained at 311 Broad Street at no cost. Water for sweeping will not be available at hydrants at any other location. You may contact the Water Treatment Plant at 330-334-1581 ext. 3002 for arrangements.
- 1.15 The contractor shall include the cost for offsite disposal for all collected street debris in the unit cost for street sweeping by curb mile. The contractor shall deliver all necessary documentation to the City of Wadsworth Street Department showing the swept materials were disposed of properly.
- 1.16 The contractor shall also include an alternate bid for emergency call out for sweeping streets due to construction tracking dirt onto the roadway. Include mobilization to the site and an hourly rate for the time necessary to complete the clean-up.

2. EQUIPMENT SPECIFICATIONS

- 2.1 The contractor must have proof of ownership or a signed lease for the duration of the contract, of a sufficient number of sweepers suitable for meeting the requirements of this contract. A list of machines must be enclosed with the contractor's bid to include the make, model and age of

each.

- 2.2 All sweepers used in this contract must be equipped with an efficient water spray system for dust control.
- 2.3 The sweepers, trucks, or any other motorized equipment must be properly registered and insured in accordance with federal and state laws.
- 2.4 Equipment must be in good working order and kept that way throughout the life of the contract.
- 2.5 A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract.
- 2.6 Equipment must be capable of removing litter, leaves, grass, twigs, sand and other debris sufficiently to meet City cleanliness standards.
- 2.7 Equipment must conform to all Federal, State and Local safety regulations.
- 2.8 The sweepers have to be equipped with a dual gutter broom and provide an eight foot sweeping path.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 The contractor must be able to meet all requirements of this project.
- 3.2 The contractor will provide fuel and maintenance for all vehicles and equipment used on this project.
- 3.3 The street sweeping contractor will provide to the City of Wadsworth Street Department a weekly sweeping plan. This plan will illustrate sweeping routes for that week, along with the curb mileage for the route, and what cycle they are on for each of those streets.
- 3.4 The sweeper operator will notify the Street Department Administrative Assistant, Beth Lucas, at 330-335-2842 or her designee prior to each day's sweeping. During sweeping, the operator shall also report any problems that occur.
- 3.5 The contractor shall maintain the agreed upon frequency of sweepings as closely as possible, subject to adverse weather conditions, defined under the terms of this contract. The contractor may be required to do limited hand sweeping at sharp corners in the business district where debris often collects.
- 3.6 The contractor must show by past performance, capability of performing a contract of this size. A list of other municipalities and their size for which

contracts have been completed must be provided to the City.

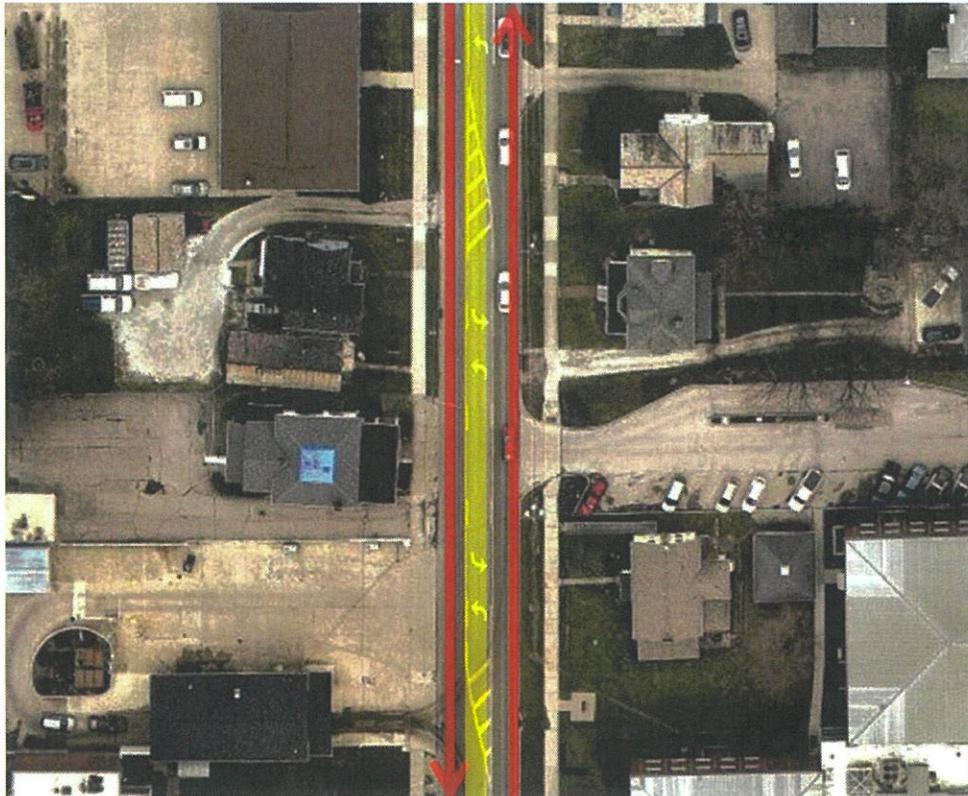
- 3.7 The contractor agrees not to sublet or assign this contract, in whole or in part, without the written authorization of the Director of Public Service.
- 3.8 For the purpose of the Contract, the contractor shall provide proof of the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workman's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggre.
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggre.
Automobile Liability	\$1,000,000 combined single limit

4. SCOPE OF WORK (Base Bid & Alternates)

- 4.1 The contractor will clean all streets curb to curb or edge to edge (defined as one pass along each curb/edge) within the City as outlined in the enclosed road map of the City of Wadsworth.

For wider streets that require more than one pass along each curb/edge to clean curb to curb or edge to edge, the additional passes will be included in the costs to sweep the curb mileage as provided in this contract. In the following figure, the red arrows represent the passes used to measure the curb mileage of the street. Additional passes may be required to sweep the area highlighted yellow, and are considered incidental to the sweeping of the street as provided in this contract.



- 4.2 The contractor shall sweep major arterial streets and the central business district nine (9) times and each residential streets monthly during the contract period as follows:

Section A: Major Arterial Streets, Central Business District and Events:

Major Arterial Streets:

Main Street – High Street – Great Oaks Trail (High to Park Place Drive)
– Park Centre Drive - Broad Street – College Street

Central Business District:

Downtown Area: Broad/College from Lyman St. to Pardee St.,
Main/High from the railroad tracks on the South End of town to Maple
St., approximately 0.8 curb miles. See Street Sweeping map.

Sweeping shall be done twice a month (once in May) beginning the first week of **May**, through the month of **September 2026**. First sweep to be scheduled **May 1st** as this is the First Friday Downtown Event. These sweepings are to be done on a Thursday or Friday 3:00 a.m. to 6:00 a.m. **(Total 9 cycles)**

Events:

Street sweeping is requested before the following events in which the sweeping shall be completed a maximum of 2 days prior to the event. **These sweeping should be coordinated to be included in the 9 cycles above and not be special event sweepings.**

- 1) The Memorial Day Parade is on Monday, May 25th. Please schedule one of your normal cycles to ensure sweeping of the parade route occurs before the event. See Street Sweeping map for limits of parade route.
- 2) The Blue Tip Parade is on a Tuesday evening, June 16th. Please schedule one of your normal cycles to ensure sweeping of the parade route occurs before the parade and another sweep the morning after (Wednesday, June 17th). See Street Sweeping map for limits of parade route.
- 3) The Independence Day fireworks celebration is scheduled for Thursday, July 3rd with a back up date TBD. **Please schedule one of your normal cycles to ensure sweeping of the Central Business District occurs before the fireworks display and another sweep the morning after.**
- 4) First Friday occur in the Central Business District on the evenings of Friday, May 1st, June 5th, August 7st, September 4th, and October 2nd. **Please schedule one of your normal cycles to ensure sweeping of the Central Business District occurs before these events.**
- 5) Scare on the Square is on Saturday, October 17th. Please schedule a street sweep before the event and another the morning after (Sunday, October 18th).

Section B: Residential Streets:

These sweepings are to be done monthly on weekdays between 6:00 a.m. and 5:00 p.m.

After Leaf Pickup Cycle – This final cycle will be done after our City leaf pick up is complete. We will call to schedule this cycle once leaf pick up is complete and weather permitting. Bid price for after leaf pick up shall be separate from the 6 cycles.

Alternate #1: Emergency Call Out:

These sweepings are for those situations when unexpected events occur on a roadway section that needs immediate attention. We will call the office to schedule these on an as needed basis.

Alternate #2: Downtown Event Special Sweeping:

These sweepings are for situations when a sweeping will be requested after an event or when an unplanned event or activity occurs aside from the events listed above. Sweepings shall be done in the Central Business District as requested between 3:00 a.m. to 6:00 a.m. This would be independent of scheduled sweeping in Section A. We will call the office to schedule these on an as needed basis.

Central Business District – Broad/College from Lyman St. to Pardee St., Main/High from Mills St. to Maple St., approximately 0.8 curb miles. See Street Sweeping map.

Alternate #3: City Parking Lot Sweeping:

There are 10 parking lots to be swept that total 23,836 square yards and the price bid shall incorporate one sweeping of all listed parking lots on the Street Sweeping - Parking Lots map. Sweeping is to be done on a weekday between 3:00 a.m. and 6:00 a.m.

Cycle #1 – The week of July 13, 2025, or as directed.

PROPOSAL (Base Bid)

Bids will be taken as follows:

SECTION A

Major Arterial Streets - Main St., High St., Great Oaks Trail (High to Park Place Dr), Park Centre Dr., Broad St., College Street, & Central Business District

11 curb miles X 9 cycles = 99 curb miles

99 curb miles @ \$ _____ per curb mile = \$ _____

Alternate #2 1 Cycle @ \$ _____ X3 = \$ _____

Parking Lot Sweeping 1 Cycle @ \$ _____

SECTION B

Residential Streets Monthly Cycles (Does not include High-Main-College-Broad-Great Oaks Trail (High to Park Place Dr)

125 curb miles x 6 cycles = 750 curb miles

750 curb miles @ \$ _____ per curb mile = \$ _____

After Leaf Pickup Cycle \$ _____ This final cycle will be done after our City leaf pick up is complete. We will call to schedule this cycle once leaf pick up is complete and weather permitting. Bid price for after leaf pick up shall be separate from the 6 cycles.

TOTAL BASE BID _____

Alternate #1:

Emergency Call outs

Emergency Call out.....Mobilization _____

.....Hourly Rate _____

Alternate #2:

Downtown Event Special Sweeping

1 cycle @ \$ _____ per cycle = \$ _____

Alternate #3:

Parking Lot Sweeping

1 cycle @ \$ _____ per cycle = \$ _____

CONTRACTORS EQUIPMENT AND EXPERIENCE STATEMENT

(a) What equipment do you own that is available for the proposed contract?

Sweeper #1 Make/Model _____

VIN # _____

Year _____

Sweeper #2 Make/Mode _____

VIN _____

Year _____

(b) How many years of experience as a street sweeping contractor has your firm had?

List below the street sweeping contracts you are now performing. Give information or attach list and include name of municipality, size, and date of contract and term of contract.

(c) From what municipalities have you had sweeping contracts that required the sweeping of municipal streets? Name each municipality, size, and provide a contact person and telephone number for references.

(d) Give the name, address and telephone number of Surety (Bonding) Company which has agreed to furnish you with a bid bond and performance bond as set forth in the specifications for the work.

NAME

ADDRESS

TELEPHONE #

**CITY OF WADSWORTH
CONTRACT FOR STREET SWEEPING FOR THE YEAR 2026**

This Agreement is made and entered into effective when it has been signed by the authorized signatories of both parties, by and between the City of Wadsworth, an Ohio municipal corporation (hereinafter "City") 120 Maple Street, Wadsworth, Ohio 44281 and _____ (hereinafter "Contractor"),

(address)

WHEREAS, City needs the services of an independent contracts for street sweeping during the calendar year **2026**, and

WHEREAS, the Director of Public Service has requested and received bids for street sweeping during the calendar year **2026** according to specifications specified or to be specified by the Director of Public Service, and

WHEREAS, Contractor submitted a bid in regard to said street sweeping during the calendar year **2026** and upon consideration of said bid, the Board of Control of City has approved the award of the said contract to Contractor and directed the Director of Public Service to enter into said contract;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein the parties agree as follows:

Article I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent Contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that City is the sole judge of the adequacy of such services. City thus reserves the right to cancel this Agreement should City at any time be dissatisfied with Contractor's performance of its duties under this Agreement.
- 1.2 City enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform services and City shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. City shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 City may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall

comply with such instructions and fulfill such requests to City's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. City retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of City or the State of Ohio.

Article II: SCOPE OF SERVICES

- 2.1 Contractor during calendar year **2026**, shall provide all labor and equipment and perform street sweeping City in accordance with Specifications for **2025** Street Sweeping on file in the Office of the Director of Public Service of city in accordance with Contractor's bid.

Article III: COMPENSATION

- 3.1 City shall pay Contractor \$_____. Partial payments shall be made to Contractor for work performed on a schedule prepared by Contractor and approved by the City's Director of Public Service who shall apportion the lump sum price to the major components entering into or forming a part of the work under the lump sum price.

Article IV: RELATIONSHIP OF PARTIES

- 4.1 City and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by City solely on an independent contractor basis, and Contractor shall therefore be responsible for all it's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 4.2 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.
- 4.3 While Contractor shall be required to render services described hereunder for City during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that City shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

- 4.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

Article V: LIABILITY

- 5.1 Contractor agrees to indemnify and to hold City harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks.
- 5.2 Contractor shall bear all costs associated with defending City against any claims.
- 5.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
- 5.4 Contractor shall have a continuing obligation to maintain the liability insurance coverage as required by the Specifications for **2025** Street Sweeping.

Article VI: COMPLIANCE WITH LEGAL REQUIREMENTS

- 6.1 In fulfilling the Contractor's obligations under this contract the Contractor shall comply with all applicable federal, state, county and city statutes, ordinances and regulations, including but not limited to, the following provisions which are expressly included herein as required by statute or ordinance:
- (A) Pursuant to section 3517.13(J)(3) of the Ohio Revised Code, regarding political campaign contributions, Contractor hereby certifies that all of the following persons, if applicable, are in compliance with division (J)(1) of section 3717.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty percent of the corporation
 - (b) Each spouse of an owner of more than twenty percent of the corporation
 - (c) Each child seven years of age to seventeen year of age of an owner of more than twenty percent of the corporation
 - (d) Any combination of persons identified in (a), (b), and (c) above
 - (B) Contractor hereby further agrees to withhold all City of Wadsworth income taxes due or payable under the provisions of sections 34.15 through 34.30 of the Codified Ordinances of the City of Wadsworth for wages, salaries, and commissions paid to its employees and further agrees that any of its subcontract shall be required to withhold any such City of Wadsworth income taxes due under said sections for services under this contract.

Article VII: STATEMENT REGARDING PERSONAL PROPERTY TAXES

- 7.1 Contractor has submitted to the Auditor of the City, a statement affirmed under oath that Contractor was not charged at the time its bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Medina County and the attached copy of said statement is incorporated into this contract pursuant to section 5719.042 of the Ohio Revised Code.

Article VIII: SUCCESSORS AND ASSIGNS

- 8.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of City.

Article IX: ENTIRE AGREEMENT/WAIVER

- 9.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 9.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 9.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

Article X: HEADINGS

- 10.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

Article XI: NO INFERENCE AGAINST AUTHOR

- 11.1 The parties expressly agree that they both had the opportunity to negotiate terms and to obtain assistance of counsel in reviewing the terms of this Agreement prior to execution. The Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.

Article XII: SEVERABILITY

- 12.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

Article XIII: CONTROLLING LAW

13.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date indicated below their signatures.

THE CITY OF WADSWORTH

By: _____
Matthew G. Hiscock
Director of Public Service

Date Signed: _____

Contractor Name

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Emergency Call Out

Contact Person: _____

Phone #: _____

CERTIFICATE OF FISCAL OFFICER

It is hereby certified that the amount of money required to meet the obligations of the foregoing contract has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Catherine Fix, Auditor
City of Wadsworth, Ohio

Date Signed: _____

ORDINANCE NO. 26-XXX
Sponsored by Council Member

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR AND RECEIVE BIDS AND ENTER INTO A CONTRACT FOR PEBBLE LIME FOR THE CITY OF WADSWORTH WATER TREATMENT PLANT AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That the Director of Public Service is hereby authorized and directed to advertise for and receive bids and to enter into a contract for Pebble Lime for the City of Wadsworth Water Treatment Plant in accordance with specifications on file in the office of the Director of Public Service in an amount not to exceed \$130,000.00.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to provide materials needed for the City of Wadsworth Water Treatment Plant; WHEREFORE, this ordinance shall go into immediate effect provided 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.

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 foregoing ordinance was duly published in the *Medina Gazette* and at <http://publicnoticesohio.com/> 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

ORDINANCE NO. 26-xxx
Prepared for Committee of the Whole, February 17, 2026

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF \$1,550,000.00 IN THE 425 GENERAL CAPITAL IMPROVEMENTS FUND FOR PURPOSES OTHER THAN PERSONAL SERVICES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AND TO DECLARE AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That this Council hereby authorizes the Auditor of the City of Wadsworth to increase the appropriations for the fiscal year ending December 31, 2026 by the following amount:

<u>Fund</u>	<u>Personal Services</u>	<u>Other</u>	<u>Total</u>
425 – General Capital Improvements Fund	\$0.00	\$1,550,000.00	\$1,550,000.00

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Wadsworth in order to make funds available for the Downtown Infrastructure Project; WHEREFORE, this ordinance shall go into immediate effect upon receipt of the county auditor’s certificate required for this appropriation pursuant to section 5705.39 of the Ohio Revised Code provided 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.

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 foregoing ordinance was duly published in the *Medina Gazette* and at <http://publicnoticsohio.com/> 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