

RESOLUTION NO. 2025-66  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION  
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL  
TO ENTER INTO A FIRST AMENDMENT TO THE YARD WASTE AGREEMENT  
WITH PROGRESSIVE CASUALTY INSURANCE COMPANY FOR THE DISPOSAL  
OF YARD WASTE IN CALENDAR YEAR 2026**

WHEREAS, Progressive generates each year approximately 200 cubic yards of organic yard waste from properties owned by Progressive and located at 6300 Wilson Mills Road and 300 North Commons, Mayfield Village, Ohio; and

WHEREAS, Progressive desired to dispose of its organic yard waste at the Village's organic yard waste facility located at 610 SOM Center Road, Mayfield Village, Ohio in calendar year 2025; and

WHEREAS, the Village desired to allow Progressive to dispose of its organic yard waste at the Facility, subject to the terms and conditions set forth in an agreement; and

WHEREAS, the Village and Progressive entered into a Yard Waste Agreement for calendar year 2025 pursuant to Resolution No. 2025-24; and

WHEREAS, the parties now wish to enter into a First Amendment to the Yard Waste Agreement to extend the terms and condition set forth in the Yard Waste Agreement for calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, THAT:

SECTION 1. The Mayor and President of Council are authorized and directed to enter into a First Amendment to the Yard Waste Agreement with Progressive Casualty Insurance Company, in a form substantially similar to that attached hereto and incorporated herein by reference as Exhibit "A" for Progressive Casualty Insurance Company's disposal of approximately 200 cubic yards of organic yard waste at the Village's facility for an annual payment by Progressive Casualty Insurance Company to the Village of \$9000.00, for calendar year 2026.

SECTION 2. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary to allow the disposal of the yard waste to continue and payment to the Village for the benefit of the residents and community of Mayfield Village. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

\_\_\_\_\_  
STEPHEN SCHUTT  
Council President

First Reading: \_\_\_\_\_, 2025

Second Reading: \_\_\_\_\_, 2025

Third Reading: \_\_\_\_\_, 2025

PASSED: \_\_\_\_\_, 2025

\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANE A. CALTA, ESQ.  
Director of Law

ATTEST: \_\_\_\_\_  
MARY E. BETSA, MMC  
Clerk of Council

## FIRST AMENDMENT TO YARD WASTE AGREEMENT

THIS FIRST AMENDMENT TO YARD WASTE AGREEMENT (this "Amendment") is executed as of the Effective Date (hereinafter defined) by and between PROGRESSIVE CASUALTY INSURANCE COMPANY ("Progressive") and MAYFIELD VILLAGE, OHIO (the "Village"). The Effective Date is the date on which this Agreement is last executed by Progressive and the Village, (hereinafter collectively sometimes referred to as the "Parties").

### RECITALS:

WHEREAS, Progressive and the Village are parties to that certain Yard Waste Agreement dated June 18, 2025, in which the parties agreed to the terms and conditions under which Progressive is entitled to dispose of its organic yard waste with the Village's Facility, as more fully detailed in the Agreement; and

WHEREAS, desire to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. Extended Term. The term of the Agreement is extended for one (1) year, expiring December 31, 2026.

2. Notices. Section 7 of the Agreement is revised to reflect Progressive's updated notice address:

Progressive Casualty Insurance Company  
300 N. Commons, Woods 3A  
Mayfield Village, Ohio 44143  
Attention: Business Leader, Real Estate

3. Ratification of Agreement. Except as expressly modified by this Amendment, the provisions of the Agreement remain in full force and effect and binding on the parties. Capitalized terms not defined in this Amendment have the meanings given to them in the Agreement. This Amendment is binding on and inures to the benefit of the parties and their respective successors, heirs and assigns.

4. Authority. Progressive and the Village each warrant and represent that this Amendment has been executed on their respective behalf with the full and proper authority.

5. Counterparts. This Amendment may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same agreement. Photocopies and electronically scanned or faxed copies of original signature pages shall be deemed originals in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the dates set forth below and the Effective Date being the date of the last signature hereto.

PROGRESSIVE CASUALTY INSURANCE COMPANY  
an Ohio corporation

MAYFIELD VILLAGE, a municipal corporation  
that is a political subdivision of the State of Ohio

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

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

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

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Law Director