

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 22-077-4/11 – Budget Amendments
- 22-078-4/11 – Amend Lease Agreement – William Scotsman, Inc. – Municipal Court
- 22-079-4/11 – CHIP Private Rehab – 420. Jefferson St.
- 22-080-4/11 – Amend Ord. 61-22, Cyber Security Insurance Renewal
- 22-081-4/11 – Demolition – 368 Foundry Street – ARPA Funds
- 22-082-4/11 – PY22 CHIP Grant Consultant Contract
- 22-083-4/11 – Expenditure – P25 Unication Pagers – Fire Dept.
- 22-084-4/11 – Expenditure – InterMedia – City-Wide Phone System Replacement
- 22-085-4/11 – Bids & Design Discussion – S. Prospect Street Reconstruction
- 22-086-4/11 – Application for Federal Funds – State Road Reconstruction
- 22-087-4/11 – Easement for Medina Fiber to locate facilities on City property
- 22-088-4/11 – West Smith Reconstruction – Purchase of Real Property
- 22-089-4/11 – West Smith Road - Dedication Plat
- 22-090-4/11 – Easements – West Smith Reconstruction
- 22-091-4/11 – West Smith Road – Appropriation
- 22-092-4/11 – Expenditure – Envirosight – Rover X System Sewer Camera w/Accessories
- 22-093-4/11 – Expenditure – Vance's Law Enforcement
- 22-094-4/11 – Amend Ord. 14-20, MCRC Sexual Offender Plan of Action
- 22-095-4/11 – Part-Time Employee Membership Incentive – Discussion
- 22-096-4/11 – Amend. Ord. 55-17 – MCRC Membership Rates

4/11/22

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-072-3/58

**FROM:** Regi Haire, Ward 3 Councilwoman

**Committee:** ~~Streets & Sidewalks~~ 3/16/22  
Finance

**DATE:** March 20, 2022

**SUBJECT:** Installation of Flashing Yellow Solar Road Signs – Intersection of Sugarhouse Lane, Rt. 57 and Lexington Ridge

**SUMMARY AND BACKGROUND:**

This request is a result of the Streets and Sidewalks Committee Meeting held on March 16, 2022 with council members, the mayor, administration members, and city residents specific to RCA 21-188-9/27. Per the ODOT Operational Study dated January 3, 2017, ODOT permits the City of Medina to install a traffic signal, at the city's expense, at the intersection of Sugarhouse Lane, Route 57 and Lexington Ridge. The meeting discussion centered on the safety concerns of the intersection and what the city could do to make the intersection safer by bringing attention of the hill to drivers without creating other potential hazards such as traffic delays and accidents. One recommendation was to have the City of Medina install flashing yellow signs to warn drivers of the dangerous intersection, one flashing sign each on the east and west sides of Route 57 before the intersection. I believe this solution could bring more awareness to the intersection thus making it a bit safer at a reduced cost to the city than installing a traffic signal.

*Regi. Consensus - put flashing yellow signs before intersections (solar)  
Coyne. Idea of cost/?  
Pat - pedestrian around square approx \$10,000/ea.  
Coyne - Pat find out cost and lead time for next meeting - figure out where \$ come from? Gen Purp Cap or Gen Admin.*

**Estimated Cost:** TBD

**Suggested Funding:** TBD -

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:** 3/28/22 bring back next mtg.

**Ord./Res.**

**Date:**









# REQUEST FOR COUNCIL ACTION

No. RCA 22-078-4/11

FROM: Medina Municipal Court

Committee: Finance

DATE: March 23, 2022

SUBJECT: Williams Scotsman, Inc. Amendment to Lease Agreement

## SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests Medina City Council to extend the lease agreement with Williams Scotsman with regards to the flex portable building. ORDINANCE NO. 177-21 was passed on October 26, 2021.

The current lease expires May 18, 2022 and the Court is requesting the lease to extend until December 18, 2022.

Estimated Cost: approx.. \$4,800.00

### Suggested Funding:

- sufficient funds in Account No. 001-0705-53322
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested:NO

Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
City of Medina
132 N. Elmwood Ave
Medina, Ohio 44256

EQUIPMENT LOCATION:
135 N. Elmwood Ave
Medina, Ohio 44256

Contract Number: W1303112
Equipment Serial/Complex Number: MDS-2032629
Value: \$21,600.00

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 10/19/2020 ("Lease Agreement") as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 5/19/2022 through 12/18/2022 (the "Lease Renewal Term").
2. The rental rate during the Lease Renewal Term shall be \$548.70 plus applicable taxes, which Lessee agrees to pay Lessor in advance as set forth in the Lease during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned.
4. Bas. Workstation Pkg 3@ \$51.92 each
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: City of Medina

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# REQUEST FOR COUNCIL ACTION

No. RCA 22-079-4/11

FROM: Barbara Dzur

Committee: Finance

DATE: April 1, 2022

SUBJECT: PY 2020 CHIP, Private Rehab Project at 420 North Jefferson Street

## SUMMARY AND BACKGROUND:

This is a request for a purchase order for a Private Rehabilitation project by Solid Ground Construction as part of the PY-20 CHIP grant at 420 North Jefferson Street, Medina, Ohio

This is a large project and the Contract is for \$67,623.00. The purchase order is for \$68,000.00 to allow for increases due to change orders.

In addition to using CHIP grant funds, we are required to take a portion from the CDBG Program Income funds (CHIP Revolving Loan Fund) to fund one rehab project in this grant. The required amount to be used from the fund is \$30,700.

### Sufficient Funding:

\$37,300 from 139-0460-52215

### Transfer Funding

\$30,700 to 137-0406-52215

Estimated Cost: \$68,000.00

### Suggested Funding:

- sufficient funds in Account No. 139-0460-52215
- transfer needed from Account No. to Account No. Finance Department will handle this.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK  
Dennis Hanwell  
4-4-22

# REQUEST FOR COUNCIL ACTION

No. RCA 22-080-4/11

Committee: Finance + Council

FROM: Mayor Dennis Hanwell

DATE: April 4, 2022

SUBJECT: Cyber Security Liability Insurance Renewal

## SUMMARY AND BACKGROUND:

Respectfully request Council to increase the expenditure to Jackson Dieken Insurance for Cyber Security Liability Coverage for the City of Medina, effective 4/1/22 through 4/1/23. The insurance premium approved at the March 28, 2022 meeting was in the amount of \$16,540.00. There is an additional premium of \$3,737.00 required by the insurer, due to the fact that the City did not currently have Endpoint Detection and Response (EDR) service on our City computers. The City IT staff are implementing same but could not get it completed by the April 1, 2022 deadline.

Respectfully ask the Council to permit taking this approval from Finance to Council and passing with the emergency clause at the April 11, 2022 meetings.

*Amend Ord. 61-22, passed 3-28-22*

Estimated Cost: NTE \$21,000.00

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested YES

Reason: Insurance policy effective 4/1/22 - coverage bound with understanding this would be taken to Council for increase on 4/1/22.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 74-22  
Date: 4-11-22

OK  
By Jansen  
4-5-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-081-4/11

**FROM:** Jansen Wehrley *JW*  
**DATE:** April 5, 2022  
**SUBJECT:** 368 Foundry Street Demolition- ARPA Funds

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

The Parks Department respectfully request Council to authorize Medina Excavating, Inc. to demolish the house and restore the property at 368 Foundry Street (Parcel 02819A16009) adjacent to Ray Mellert Park. This property is under contract to be purchased by the City of Medina and we would like to secure a purchase order due to the existing condition of the blighted property.

Upon completion of the restoration the parcel will become part of the park, further expand the frontage along Foundry Street, and provide additional opportunities for the public to enjoy the outdoors.

**Estimated Cost:** \$15,000  
**Suggested Funding:** ARPA 171-0301-54411  
• sufficient funds in Account No.  
• transfer needed from Account No. to Account No.  
• NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:** NO  
**Reason:**

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**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

## Jansen Wehrley

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**From:** Lori Bowers  
**Sent:** Saturday, February 26, 2022 9:48 AM  
**To:** Jansen Wehrley  
**Subject:** FW: ARPA

Jansen,

Please see below for the response from the attorney.

Thanks,  
Lori

**From:** Lisa A. Mack <lmack@walterhav.com>  
**Sent:** Friday, February 25, 2022 5:32 PM  
**To:** Lori Bowers <lbowers@medinaoh.org>  
**Subject:** RE: ARPA

Lori,  
Both the demolition and restoration expenses to create the park would be appropriate under the ARPA.  
Lisa

### Lisa A. Mack

ASSOCIATE  
DIRECT LINE (216) 916-2513  
1301 E. Ninth St. | Suite 3500 | Cleveland, OH 44114

**WALTER | HAVERFIELD** <sup>LLP</sup>  
| Attorneys At Law

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**From:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>  
**Sent:** Friday, February 25, 2022 1:36 PM  
**To:** Lisa A. Mack <[lmack@walterhav.com](mailto:lmack@walterhav.com)>  
**Subject:** FW: ARPA

Hi Lisa,

Here's another ARPA question for you. Please see below: this is the property that you previously said would qualify. They would like to know if they can use ARPA funds to demolish the building and restore the site.

Thank you!  
Lori

**From:** Lisa A. Mack <[lmack@walterhav.com](mailto:lmack@walterhav.com)>  
**Sent:** Tuesday, November 23, 2021 3:20 PM  
**To:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>  
**Subject:** RE: Property

Lori,  
This project to expand park property in a low-income area would be an appropriate use of ARPA funds. The creation of additional outdoor park space would respond to the public health crisis by providing a space for residents to enjoy the outdoors. Spending time in outdoor spaces is preferable to gathering indoors where it is more likely to transmit COVID-19. The outdoor space responds to the public health emergency by providing an outdoor space to encourage social distancing. The fact that the park is in a low-income area also helps to alleviate the burden of negative health and financial effects, which have been disproportionately borne by low-income individuals.  
Lisa

**From:** Jansen Wehrley  
**Sent:** Friday, February 25, 2022 1:18 PM  
**To:** Lori Bowers <[lbowers@medinaoh.org](mailto:lbowers@medinaoh.org)>  
**Subject:** ARPA

Lori,

Mayor Hanwell asked me to check with you to see if the demolition of the house at 368 Foundry Street would qualify for use of ARPA funds. We are under contract to purchase the property to expand the park land and improve access using ARPA funds. The next step will be to demolish and restore the site where the house is. It is a blighted structure that was recently deemed unsafe and unsanitary for human habitat per the Chief Building Official. Would you be able to check with our legal counsel to see if this would qualify?

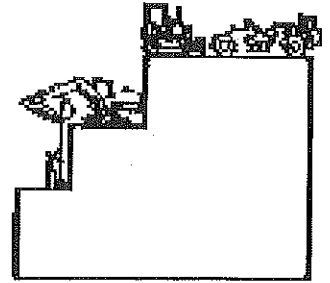
Thanks,

Jansen Wehrley

Parks Director  
Superintendent of Parks, Cemetery, and Forestry  
City of Medina, Ohio  
(330)721-6950

# Medina Excavating, Inc.

Since 1948



**Job Estimate**  
**For Medina City Parks Dept.**  
**Attn.- Jansen Wehrley**  
**Job-368 Foundry Street Demo**  
**3/24/2022**

This is our estimate for the demolition requested on Foundry Street in Medina.

We'll demo and remove the building. This includes the wood structure as well as concrete slabs and footers.

We'll dis-connect the sanitary and water below grade. We'll seal pipes and backfill.

Gas company to separate line at the ROW.

Electric service to be disconnected by others. We'll remove lines after they are separated from live service.

We'll remove the asphalt driveway for the building we're removing as well as the asphalt drive to the south.

We'll clean up and seed disturbed areas.

**Estimated Cost- \$11,440.00**

## **Add Alternates-**

Alternate to remove the hedge along the south property line- **Estimated Cost- \$1,000.00**

Add saw cuts and removal of both concrete aprons as discussed. All voids will be filled with clean soil, graded, seed and strawed. **Estimated Cost- \$1,200.00**

Add blending the grade between lots to the south, adding clean soil if needed, seed and straw. **Estimated Cost- \$950.00**

Thank you, Doug Eastwood

**Total \$14,590.00**

Thank you for your business!

PO Box 150  
Wadsworth, OH 44282 US  
dan@hshexcavatinginc.com



WADSWORTH, OH (330) 335 5785

## Estimate

ADDRESS  
785 E.Washington St  
Medina,  
Medina  
Medina 44256

ESTIMATE 1111  
DATE 02/28/2022  
EXPIRATION DATE 03/28/2022

PROJECT  
368 Foundry Demo

DESCRIPTION	QTY	RATE	AMOUNT
Demolition Demolish existing house and haul off site. Including footers and basement floor. Abandon water and sewer services. Fill crawl space with clean fill. Grade, seed and straw.	1	14,500.00	14,500.00

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TOTAL

**\$14,500.00**

Accepted By

Accepted Date

# REQUEST FOR COUNCIL ACTION

No. PCA 22-082-4/11  
Committee: Finance

FROM: Andrew Dutton

DATE: 4/6/22

SUBJECT: PY22 CHIP Grant Consultant Application Contract

## SUMMARY AND BACKGROUND:

Whereas the Board of Control has awarded the RFP/RFQ for PY22 CHIP Consultant on April 11, 2022, this is a request to authorize and direct the Mayor to enter into an agreement with Poggemeyer Design Group to make an application for the PY22 Community Housing Impact and Preservation (CHIP) grant program.

A copy of the Contract is marked Exhibit A, and is attached hereto and incorporated herein. The contract is subject to the review and approval of the City of Medina Law Director.

The funds to cover this project, in the amount of \$14,000 to be made available in an Account No. to be determined by the Finance Department.

The Grantee and Consultant understand that an administrative contract will follow if PY2022 CHIP funding is awarded from the State of Ohio, Development Services Agency, Office of Community Development (OCD).

Estimated Cost: \$14,000

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No.
- NEW APPROPRIATION needed in Account No. TBD

Emergency Clause Requested: Yes

Reason: The PY22 CHIP Application is due June 22, 2022.

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



# Exhibit A

CLIENT PROFESSIONAL SERVICES AGREEMENT  
PY2022 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP)  
GRANT APPLICATION (IN PARTNERSHIP WITH THE CITY OF BRUNSWICK)  
CITY OF MEDINA, OHIO  
PDG PROPOSAL NO. MW221899.001P

This Agreement is made on: \_\_\_\_\_, 2022

Between City of Medina, Ohio with offices at 132 North Elmwood, Medina, Ohio 44256 (Client and Owner)

And Poggemeyer Design Group, Inc. (a Kleinfelder Company) with offices at 1168 North Main Street, Bowling Green, Ohio 43402 (PDG)

## Recitals

- A. Client wishes to appoint PDG to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. PDG has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

## 1. CONTENTS OF AGREEMENT

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- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, PDG's Proposal, dated March 22, 2022 which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A); and
  - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

## 2. APPOINTMENT AND SCOPE OF SERVICES

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- 2.1 PDG shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as PDG and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees

and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

### **3. STANDARD OF CARE**

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- 3.1 PDG will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 PDG makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 PDG will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by PDG of this Agreement, Client will direct PDG in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 PDG will only sign certifications relating to the Services if PDG agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

### **4. PDG'S RESPONSIBILITIES**

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- 4.1 PDG will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 PDG will, as reasonably directed by Client or its authorized agent:
  - (a) provide qualified staff to perform the Services;
  - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
  - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
  - (d) require its personnel to maintain a safe, clean and orderly work environment.

### **5. TERM AND TERMINATION**

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- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by PDG beforehand. All Services shall be fully completed no later than June 22, 2022, unless earlier terminated by either party or extended by the parties' mutual written agreement.

- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay PDG on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by PDG in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

## 6. COMPENSATION

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- 6.1 PDG will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
  - Client will pay a **lump sum** of \$14,000.00 (Fourteen Thousand and 00/100 Dollars). PDG will invoice monthly on a percentage completed basis.
  - Client will pay on a **time and material basis not to exceed** the sum of \_\_\_\_\_ . PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, PDG will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to PDG in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for PDG's Services are adjusted once annually to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by PDG and consistent with PDG's overall compensation practices and procedures. PDG reserves the right to periodically adjust its fee schedule.
- 6.4 PDG will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 PDG may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 PDG will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

## 7. INSURANCE

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- 7.1 PDG will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. All limits will be 1M minimum limits.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by PDG under clause 12.1.

## 8. CHANGES TO SCOPE OF SERVICES

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- 8.1 Client or PDG may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in PDG's compensation.
- 8.2 PDG will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. PDG will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and PDG cannot agree upon an equitable adjustment in the schedule and compensation, and PDG does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

## 9. FORCE MAJEURE

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- 9.1 PDG will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided PDG reports the delay to Client within a reasonable time of discovery.

## 10. INSTRUMENTS OF SERVICE

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- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to PDG by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that PDG may retain one copy of all such documents.

10.2 Client agrees:

- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by PDG pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
- (b) PDG will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
- (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
- (d) reuse without the specific prior written consent of PDG will be at the user's sole risk and without PDG liability, and Client agrees (i) to remove PDG's and PDG's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless PDG and PDG's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by PDG pursuant to this Agreement will be subject to approval at PDG's sole discretion and to additional fees, terms and conditions.

## 11. CLIENT'S RESPONSIBILITIES

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- 11.1 Client agrees to provide and discuss with PDG on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with PDG.
- 11.3 Client acknowledges and agrees that PDG is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## 12. ALLOCATION OF RISK AND INDEMNITIES

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- 12.1 Subject to the limitation of liability provisions of this Agreement, PDG indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of PDG and its employees, agents, representatives, subcontractors, and any other party for whom PDG is legally responsible (**PDG Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the PDG Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this

indemnity provision does not include, and in no event shall PDG be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by PDG. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any PDG insurance policy.

- 12.2 CLIENT/GOVERNMENT ENTITY agrees to hold CONSULTANT harmless from and against liabilities, losses or damages caused by the negligence or fault of CLIENT/GOVERNMENT and its employees, agents, representatives, subcontractors, and all other parties for whom CLIENT/GOVERNMENT ENTITY is legally responsible ("Client Parties"), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

### **13. LIMITATION OF LIABILITY**

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- 13.1 The maximum aggregate liability of PDG arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to PDG for the Services or \$50,000, and Client hereby releases PDG from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed after Client and PDG discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to PDG.
- 13.3 As used in this clause 13, "PDG" includes PDG, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

### **14. WAIVER OF CONSEQUENTIAL DAMAGES**

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- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either PDG or Client or for which either may be liable to a third party.

### **15. NO CONTROL OF MEANS AND METHODS OF OTHERS**

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- 15.1 Client agrees:
- (a) PDG will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;

- (b) PDG's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) PDG will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

## 16. SITE ACCESS

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### 16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for PDG's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

## 17. WARRANTY OF TITLE, WASTE OWNERSHIP

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- 17.1 PDG will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

## 18. DISPUTE RESOLUTION

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- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and PDG agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

## 19. MISCELLANEOUS

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- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and PDG shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. PDG may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.



IN WITNESS WHEREOF, Client and PDG have caused this Agreement to be executed on the date first written above.

**CLIENT: CITY OF MEDINA, OHIO**

**ENGINEER: POGGEMEYER DESIGN GROUP, INC.**  
(A Kleinfelder Company)

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

By: *Lauren O. Falcone*

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

Printed Name: Lauren Falcone

Title: \_\_\_\_\_

Title: Department Manager

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

By: *Jack A. Jones*

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

Printed Name: Jack A. Jones, P.E.

Title: \_\_\_\_\_

Title: Area Manager

- ATTACHMENTS:** Exhibit A, PDG Proposal of Services  
Exhibit B, Fee Schedule  
Exhibit C, PDG Hourly Rate Schedule  
Exhibit D, Certificate of Owner's Attorney and Availability of Funds

EXHIBITS

**EXHIBIT A  
PROPOSAL OF SERVICES**

- Preparing the City's PY2022 CHIP Grant Application based on identified strategies outlined in the City's original CHIS and subsequent Housing Advisory Committee (HAC) recommendations;
- Assisting with scheduling and convening the required public hearings necessary for the submittal of the CHIP Grant Application;
- Assisting with updating the HAC to include the prerequisite members stipulated by the Office of Community Development (OCD);
- Convening the City's HAC for one (1) meeting to review pertinent housing data and to update the Community Services Resource Guide and Housing/Community Services Assessment as required by OCD. PDG will provide an overview of the current CHIS strategies and assist the HAC with formulation of City's PY2022 CHIP housing activity recommendations;
- Submitting the PY2022 CHIP Grant Application to the State of Ohio – OCD – by the tentative deadline of Wednesday, June 22, 2022.

**EXHIBIT B  
FEE SCHEDULE**

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i. Fee: A lump sum fee in the amount of \$14,000.00 based on the following estimated distribution of compensation:

1	PY2022 Chip Application and Planning Process	\$14,000
	<b>TOTAL</b>	<b>\$14,000</b>

- These hourly rates shall be adjusted annually each year through the course of the contract.
- Administrative contract to follow if the grant is funded.

**EXHIBIT C**  
**2022 HOURLY RATES – PROFESSIONAL SERVICES**

Area Director .....	\$180.00
Area Manager.....	\$169.50
Dept. Director .....	\$160.00
Dept. Manager.....	\$156.50
Project Manager Leader .....	\$156.50
Sr. Project Manager.....	\$149.50
Project Manager .....	\$147.50
Project Engineer/Architect .....	\$142.50
Design Engineer/Architect .....	\$126.50
Architect/Engineer .....	\$104.75
Sr. Designer .....	\$137.00
Design Technician .....	\$123.50
Sr. CAD Technician .....	\$97.50
CAD Technician.....	\$75.00
Jr. CAD Technician.....	\$67.50
Project Developer .....	\$126.25
Project Administrator .....	\$137.00
Project Coordinator.....	\$147.75
Environmental Planning Administrator .....	\$107.50
Project Integrator .....	\$137.00
Project Administration Assistant .....	\$109.75
Housing Administrator .....	\$115.00
Housing Specialist.....	\$115.00
Housing Specialist Assistant.....	\$85.00
Housing Inspector.....	\$79.50
Community Development Specialist .....	\$85.50
IT Manager .....	\$126.50
Administrative Support.....	\$65.75
Administrative Assistant.....	\$72.50
Graphic Design.....	\$117.50
GIS Technician.....	\$115.50
Professional Surveyor.....	\$157.50
Crew Leader.....	\$137.00
Survey-Robotics .....	\$149.50
Instrument Person .....	\$126.50
Survey Assistant.....	\$55.00
Resident Observer.....	\$87.50
Sr. Project Observer .....	\$79.50
Project Observer.....	\$69.50
General Assistant .....	\$49.50
Sr. Intern.....	\$54.50
College Intern .....	\$47.50

Mileage @ \$0.585 per mile

**NOTE:**

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.

**EXHIBIT D**  
**CERTIFICATE OF OWNER'S ATTORNEY AND AVAILABILITY OF FUNDS**

1. **CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_ the undersigned, duly authorized and acting legal representative of the City of Medina, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

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

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Fiscal Officer of the City of Medina, Ohio, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_ or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

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

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

**From:** Chief Walters

*OK if amended  
4-5-2022*

No. RCA 22-083-4/11

**Date:** April 5, 2022

**Committee:** Finance

**Subject:** P25 Unication Pagers

**Summary and background:** In 2019, Police, Fire and LST upgraded our radio system to a P25 digital communications system. This upgrade however did not include the voice pagers used to notify our firefighters of a call for service when they are not on station. Instead, a temporary patch of radio equipment was used to receive a signal on the new digital system and then re-broadcast that signal back out over the old voice paging system.

This rebroadcasting system is becoming unreliable and needs to be upgraded to the digital system to ensure our firefighters can be notified of an emergency. This will require the purchase of new voice pagers and accessories.

Unication USA is currently the ONLY manufacturer of the P25 digital voice pagers that our department requires. Attached are two supporting documents for sole sourcing these voice pagers.

- 1) Unication USA letter confirming that the quotation to Medina Fire Department from Mitchell Communications reflects the lowest pricing allowed by any Unication USA distributors.
- 2) Director Nichols of the Project 25 Technology Interest Group (PTIG), stating that Unication USA is the only manufacturer on the market with the P25 digital voice pagers required by the Medina Fire Department.

**Estimated Cost:** \$ 30,000

**Suggested Funding:**

**Sufficient Funds in Account:**

**Transfer Needed From:** \$30,000 107-0110-50111  
**To:** 107-0110-53315

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes  **No**

**Reason:** MFD current emergency notification paging system has become unreliable and will require daily testing until the new pagers are in service.

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**



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## Project 25 Technology Interest Group

Project25.org      301 466 5206      3320 Winmoor Drive, Ijamsville MD21754

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March 31<sup>st</sup>, 2022

To Whom It May Concern,

Unication has been providing P25 Voice Pagers to the Public Safety market for over 8 years. State and local Municipalities are currently using the Unication P25 Voice Pagers. To the best of my knowledge there are no other manufacturers of a P25 Voice Pager currently, or have there been previously, in the global marketplace.

Sincerely,

Stephen A. Nichols

Director, Project 25 Technology Interest Group

Director@project25.org





3/29/2022

**RE: Notice of MFP (Minimum FLOOR Price) Policy**

To Whom It May Concern,

This letter is to verify that Unication maintains a unilateral Minimum Sale Price Policy (Minimum Floor Price/ MFP Policy) with our Authorized Dealer/Reseller network. The current MFP (FLOOR Price) for G-Series Voice Pager products is listed below and is the absolute lowest price any Dealer/Reseller may sell, quote or offer on Unication's G-Series Voice Pager products, except during special manufacturer promotions that are announced by Unication on occasion (See Unication's current promotions anytime at <https://www.unicationsusa.com/promotions>).

Any discounting of a product price, including, without limitation, providing coupons, gift cards, rebates, free accessories, bundling with additional products, trade in offers, offering a discount based on payment terms (EX. For early or pre-payment), will be regarded as a violation of the MFP Policy if the net retail price for the Product is less than the MFP after deducting the value of the coupon, rebate, gift card, accessory, bundled product, trade in or payment discount. Although resellers/dealers remain free to establish their own resale prices, Unication may, without assuming any liability, cancel all orders and indefinitely refuse to accept any new orders from any reseller immediately following verification to its satisfaction that such reseller has quoted, offered, or sold any G-Series Paging product, including parts and accessories, at a net retail sales price less than the minimum "Floor" price (MFP) established by Unication.

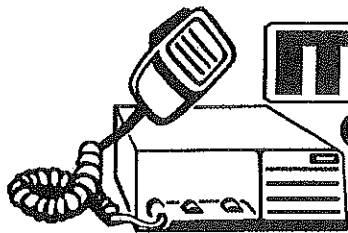
<b>G-Series Minimum Floor Price (MFP) 2021-2022</b>	
<b>Product Name</b>	<b>Minimum Floor Price</b>
G1 Voice Pager	\$355.50 / 10% off MSRP
G2/G4 P25 Single Band Voice Pager	\$580.50 / 10% off MSRP
G3/G5 P25 Dual Band Voice Pager	\$670.50 / 10% off MSRP
G-Series Parts & Accessories	10% off MSRP

A full retail price list (MSRP List) for all Unication G-Series products & accessories is provided on the next page. You may download a copy of the Unication Minimum Pricing Policies by [CLICKING HERE](#).

Please feel free to contact me should you have any questions all. Thank you!

Sincerely,

Kelly Hooper  
Director of Sales & Marketing  
Unication USA, Inc.  
Direct: 817-346-2886  
Main Line: 817-303-9320  
Email: [kelly@unications.com](mailto:kelly@unications.com)  
[www.UnicationUSA.com](http://www.UnicationUSA.com)



# MITCHELL COMMUNICATIONS

Specialists in wireless communications!

3470 Manchester Rd

Akron, OH 44319

Ph (330)644-0122  
Fax (330)644-5170

Quote to:

Larry Walters  
Medina Fire Department  
300 W Reagan Parkway  
Medina, OH 44256

## Sales Quotation

Jeff Mitchell

Quote Number: 000426

Project:

Shipping Address:

Larry Walters  
Medina Fire  
Department

Date 3/24/2022

Quote Expires on: 6/22/2022

Part Number	Manuf.	Description	Qty	Price	Extend
G4VP	Unication	Single band P25 phase 1 and phase 2 Voice pager and monitor 700/800 Mhz band. IP67 waterproof rated Includes Charging power cube and USB cable for charging and programming, belt clip and rechargeable battery. 2-year warranty.	45	\$580.50	\$26,122.50
GS999CA-SXXXEN	Unication	Desktop charger amplifier with speaker, volume control and antenna.  Programming is included	2	\$135.00	\$270.00
LABOR1	Mitchell Comm	Labor to install station alert equipment per hour.	8	\$85.00	\$680.00
MISC	MCS	Miscellaneous hardware, materials and supplies required to complete the installation. May include wire, sealants, grounding and weatherproofing materials.	1	\$50.00	\$50.00

I accept the terms and conditions of this quotation.

Signed: \_\_\_\_\_

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

Terms: \_\_\_\_\_

Sub-Total	\$27,122.50
Tax	
<b>Total</b>	<b>\$27,122.50</b>

### DELIVERY INSTRUCTIONS:

Must arrive by: \_\_\_/\_\_\_/\_\_\_

Thank you for considering Mitchell Communications. If you decide not to buy from us, we would appreciate your feedback so we can serve you better in the future!

There will be a 2% convenience fee for credit and debit card purchases over \$1000.00



Unication

# UNICATION 2020-2021 RETAIL PRICE SHEET

## G-Series Voice Pager Products & Accessories

G-Series Voice Pager Products		
Product Name	Part Number	MSRP Price
G1 Voice Pager (Includes a two (2) consumer limited warranty, desktop charger and (2) G1 Batteries)	Varies by model/color	\$395.00
G2 Single Band P25 Voice Pager VHF 136-174MHz *	G2VHF	\$645.00
G2 Single Band P25 Voice Pager UHF 400-470MHz *	G2UHFC	\$645.00
G2 Single Band P25 Voice Pager UHF 450-512MHz *	G2UHFD	\$645.00
G3 Dual Band P25 Voice Pager VHF/UHF (400-470MHz) *	G3VUC	\$745.00
G3 Dual Band P25 Voice Pager VHF/UHF (450-520MHz) *	G3VUD	\$745.00
G4 Single Band P25 Voice Pager 700-800MHz *	GS442RE-SXXXEN	\$645.00
G5 Dual Band P25 Voice Pager VHF & 700-800MHz *	G5B64BF-SXVXEN	\$745.00
G5 Dual Band P25 Voice Pager 700-800MHz & UHF 400-470MHz *	G5B64BF-SXUCEN	\$745.00
G5 Dual Band P25 Voice Pager 700-800MHz & UHF 450-520MHz *	G5B64BF-SXUDEN	\$745.00

\*G2, G3, G4, G5 Voice Pagers include a 2800mAh lithium-ion battery, dual charging/programming micro-USB cable with power adapter and two (2) year consumer limited warranty

### G-Series Voice Pagers Parts & Accessories

Category / Product Name		Part Number	MSRP Price
<b>G1 VOICE PAGER</b> Compatible with G1 Model	G1 Standard Charger (Includes Power Cable & Adapter)	OG1GXXX1	\$79.50
	G1 Charger Amplifier (Includes Antenna)	OG1AXXX0	\$129.50
	G1 Charger Power Adapter	T693A068WP059-R	\$30.45
	G1 Programmer (Includes Programming Cradle and USB cord)	OG1PXXX1	\$59.50
	G1 3 Year Extended Warranty	EXTWARRANTY-G1	\$79.50
	G1 Standard Nylon Case with Velcro/Snap Loop (G1 Voice Pager)	NC-G1L	\$20.45
	G1 Standard Nylon Case with Metal Clip (G1 Voice Pager)	NC-G1C	\$20.45
	G1 Replacement Battery Cover & Screw- Black	HUBBAG1BATC01	\$7.95
	G1 Replacement Battery Cover & Screw- Yellow	HUBYAG1BATC01	\$7.95
	G1 Replacement Battery Cover & Screw- Red	HUBRAG1BATC01	\$7.95
	G1 Replacement Battery Cover & Screw- Pink	HUBPAG1BATC01	\$7.95
	G1 Replacement Belt Clip (Black)	HUBBAG1CLIP00	\$8.95
G1 Replacement Batteries- NIMH AAA 1000mAh Rechargeable (4 pack)	T65G10HR4U-R	\$20.95	
<b>P25 (G2, G3, G4, G5)</b> Compatible with P25 Models	G2-G5 Standard Desktop Charger (Power Cable & Supply NOT INCLUDED)	GS9XBRC-SXXXEN	\$90.00
	G2-G5 Charger Amplifier (Includes Antenna)	GS999CA-SXXXEN	\$150.00
	G2-G5 G5 3 Year Extended Warranty	EXTWARRANTY-G4	\$130.00
	G2-G5 Replacement Micro USB Charging/Programming Cable	T69SWLS1072M-R	\$25.95
	G2-G5 Replacement Power Adapter (For Charging Cable)	T693A10AWU05-R	\$30.95
	G2-G5 Replacement Battery Cover (Includes Screws)	T71G400014A-R	\$10.95
	G2-G5 Replacement Belt Clip (Black)	G4XXUNME01B	\$13.95
	G2-G5 Replacement USB Charging Cover	G5USBCOVER	\$4.95
	G2-G5 Replacement 2800mAh Lithium Ion Battery	T65G428001-R	\$30.95
	G2-G5 P25 DMR Upgrade	DMRUPGRADE	\$25.00
<b>G2/G3</b>	G2/G3 Replacement Antenna (VHF, UHF)	GSXXANAS03EX	\$20.95
<b>G4/G5</b>	G4/G5 Replacement Antenna (700-800MHz)	GSXXANAS03EX	\$15.95
<b>ALL (G1, G2, G3, G4, G5)</b> Compatible with ALL G-Series Models	G-Series Charger Amp Power Adapter	T693A183WP12-R	\$30.95
	G-Series Charger Amp Din Connector	CP-1050-ND	\$7.95
	G-Series Charger Amp Terminal Connector Block	2811923-AMP	\$9.95
	G-Series Charger Amp Antenna (For VHF/UHF/700-800)	T72RUGSU01-R	\$25.95
	G-Series Charger Amplifier Antenna (For Low Band)	A0XX0G1AXXX01	\$25.95
	G-Series Premium English Bridle Leather Holster with Swivel Clip	LG-G4-HLP	\$60.95
	G-Series Premium Nylon Holster w/ Swivel Clip	LG-G4-HNP	\$40.95
	G-Series Premium English Bridle Leather Holster with Loop	LG-G4-HLLP	\$60.95
	G-Series Premium Nylon Holster with Loop	LG-G4-HNLP	\$40.95
	G-Series Economy Leather Holster with Swivel Clip	LG-G4-HLE2	\$33.95
	G-Series Swivel Belt Clip (Clip Alone)	LG-G4-PW	\$16.95
	G-Series Swivel Clip Stud (Stud Alone)	LG-G4-SM	\$21.95
	G-Series Swivel Clip w/ Clip Stud Kit (Full Kit, Package)	LG-G4-SMK	\$31.95
	Standard Bluetooth Headset	T81G1DHQ85P-R	\$31.95
	Smart Dual Bluetooth Headset	T81G1DHQ85P-DL	\$36.95
	One-Way Signal Booster	B1-S-A01	\$495.00

RCA 22-084-4/11  
Finance  
Only

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 61-18)

Date: 4-6-2022 Department: IT Dept.

Amount: \$24,000.00 M.R. Number: \_\_\_\_\_

Account Number: TBD (Various)

Vendor: InterMedia Dept. Signature: <sup>sgt.</sup> Darin Zarenba (initials)

**Item/Description:**

City-wide phone system replacement (including Recreation Center). Frontier system end of life.

See attached.

\_\_\_\_\_  
\_\_\_\_\_

**FINANCE COMMITTEE APPROVAL:** (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of Council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5:00 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

	InterMedia	8X8	First Comm
Initial Cost	\$1,327.25	\$9,809.80	\$20,375
Monthly	\$2,368.46	\$1,411.25	\$2,356.21
2022 Total	\$20,274.93	\$21,099.80	\$39,224.68



*Intermedia*

**Prepared for:**  
City of Medina  
Darin Zaremba  
dzaremba@medinaoh.org  
132 N Elmwood Ave  
Medina, OH  
44256-1827, United States

# Confidential Service Proposal for Elevate

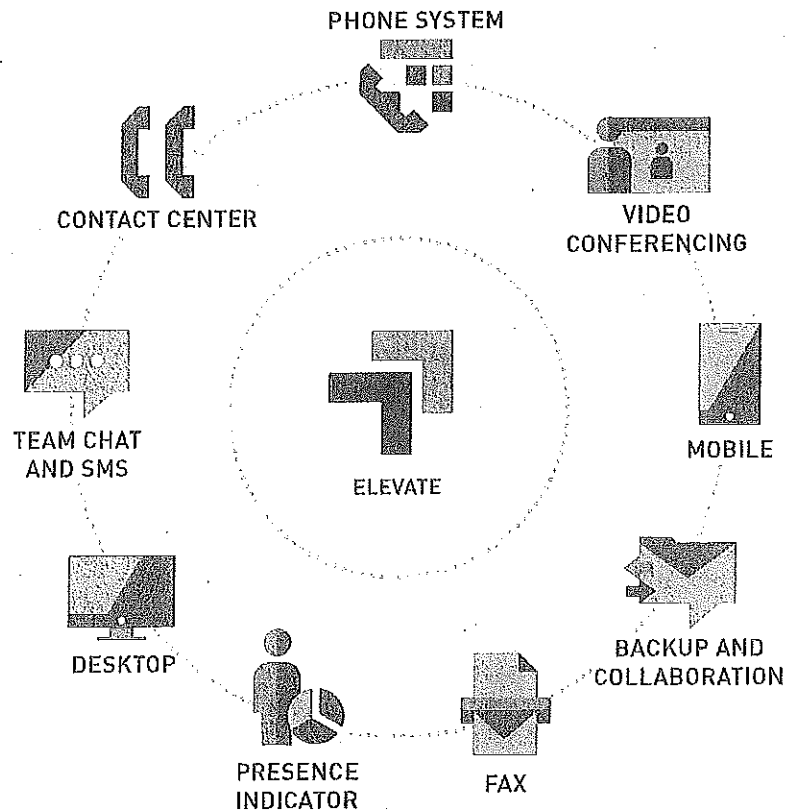
**Provided by:**  
Technology Engineering Group, LLC  
hbalas@tego.com  
13309741248

TAKE YOUR BUSINESS COMMUNICATIONS TO  
THE NEXT LEVEL WITH ELEVATE



# Elevate Unified Communications

Elevate is an easy-to-use cloud-based unified communications system that helps employees to be more productive and collaborative. It includes a full-featured phone system combined with chat, web/video conferencing, and file collaboration and backup capabilities.



## ELEVATE INCLUDES

- Includes 90+ enterprise-grade calling features
- Free local and long distance calling to anywhere in North America & Puerto Rico
- The Elevate Mobile App makes any smart phone an essential collaboration tool
- The Elevate Desktop App integrates with company directory, showing employee availability and enabling click-to-call
- Powerful video conferencing, screen sharing and file sharing features facilitate better collaboration

# Benefits to Your Business



## INCREASED PRODUCTIVITY

Elevate makes a more productive workforce

- Allows a user's mobile devices to interact seamlessly with the corporate phone system
- Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- Integrated chat, video conferencing, screen sharing, file sharing, file backup and integrations extends reach and facilitates collaboration



## LOWER COSTS

No phone system infrastructure hardware to buy, install, manage, upgrade or replace

- Reduces infrastructure and operating costs
- Consolidates voice and data onto one network
- 90+ enterprise-grade calling features INCLUDED in the service



## HIGH RELIABILITY

Elevate's voice network is purpose-built for reliability

- Redundant East/West datacenters increase reliability and reduce latency





## SIMPLIFIED SCALING & MANAGEMENT

Elevate scales according to the needs of any business

- Mix and Match packages according to user needs: Essentials, Pro and Enterprise
- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly HostPilot™ portal
- Scales to a large number of users per business



## BUSINESS CONTINUITY

Never miss an important business call

- Elevate automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



## ENHANCED CUSTOMER EXPERIENCE

- Option to add Elevate Contact Center at any time
- Contact Center delivers more responsive, informed, and positive customer experiences
- Plans for businesses of all sizes, industries, and levels of sophistication

# The Business-Class Features You Deserve



## 90+ ENTERPRISE-LEVEL FEATURES INCLUDED

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- ... And many more



## VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription (Included with Pro and Enterprise packages only)



## CONFERENCE BRIDGE

- Includes a unique local phone number
- Gather up to 200 participants
- Start conferences at any time with Always-On conferencing
- Ability to add video and screen sharing to your conference, if desired



## BUSY LAMP FIELD (BLF)

- Indicates presence - whether another user's phone is currently in use
- Other user extension and name information is presented as virtual "buttons" on the desk phone LCD display
- The BLF display can be used for speed dials, and also to make or take calls on behalf of another user



## VIDEO CONFERENCING

- HD video conferencing eliminates unnecessary travel and empowers teams with remote members to be more productive
- Share your computer desktop with team members in real time, improving collaboration and speed of decision making
- Includes a conference dial-in number and custom URLs for meetings



## CALL FLIP

- Allows the user to seamlessly move an active call from the desktop phone to a mobile phone or vice versa
- Called party will hear hold music while the caller utilizing the Call Flip feature switches devices mid-call



## TEAM CHAT

- Pin favorite contacts to the top of your list
- Chat messages automatically sync across desktop and mobile devices
- View free/busy/away statuses of all your contacts
- Chat messages are securely encrypted in transit and at rest

**Included with Pro and Enterprise packages only**



## FILE COLLABORATION

- Easy and secure file sharing
- Access the most current version of files from any device
- Co-edit in real time
- Access file server content from mobile devices without a VPN



## WEBFAX

- Users receive, view, manage faxes via the web, or as email attachments
- Users may send faxes from any Internet-connected PC
- Does not require an additional phone line



## OPTIONAL: CONTACT CENTER (ADD-ON)

- Smart queueing technology tells customers their position in line, plus wait time
- Deep analytics and reporting help you visualize gaps and improve performance
- Omni-channel capabilities help you connect with customers through their preferred modes of communication

# Apps/Productivity Included with Elevate



## ELEVATE MOBILE APP

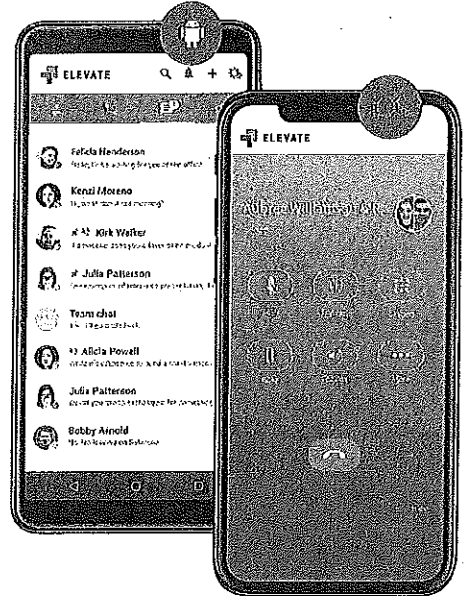
This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send chats and SMS messages, place calls and see voicemails - anytime, anywhere.

### Never miss important calls

Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.

### Easily collaborate from anywhere

Your full desktop chat history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.



## ELEVATE DESKTOP APP

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send chat, place and receive calls, share screens, start video calls and share files - all from one application.\*

### Communicate your way

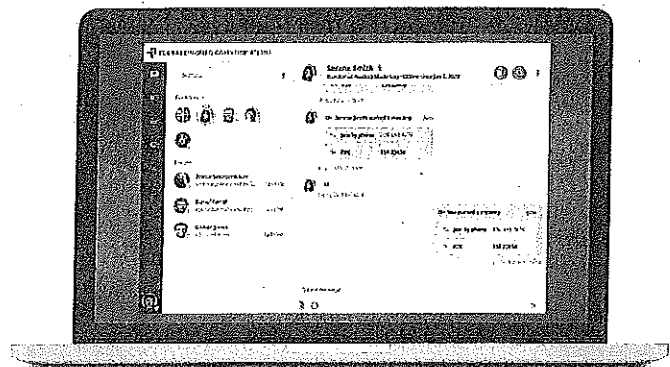
Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac.

### One application for collaboration

One place to see the availability of coworkers, place a phone call, start team chat and launch a video conference.

### Stay connected on-the-go

With the Elevate desktop and mobile applications, you take your contacts, files and conversations with you—wherever you are.



\*Pro and Enterprise packages add SMS messaging to the Desktop App



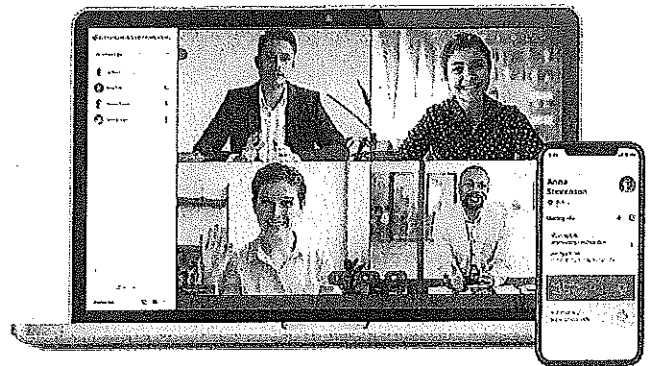
## ONLINE MEETING VIDEO CONFERENCING & SCREEN SHARING

Online Meeting® is an easy-to use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making
- Screen annotation: Meeting participants can call out important points on a shared screen in during a meeting.
- Includes a conference dial-in number, and custom URLs for meetings

Elevate Pro includes up to 100 participants and up to 30 simultaneous video feeds

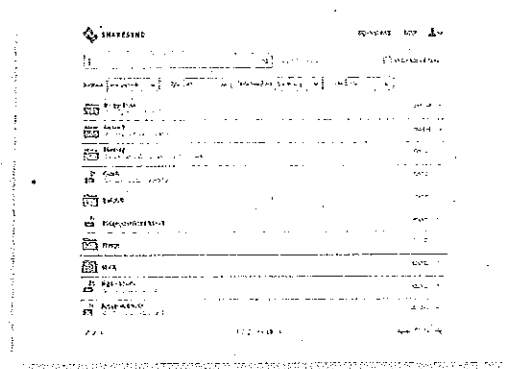
Elevate Enterprise includes up to 200 participants and up to 30 simultaneous video feeds



## SHARESYNC® FILE SHARING & SECURITY (Included with Pro and Enterprise packages only)

File sync and share with backup for desktops, mobile devices, and file servers.

- The most current version of files from any device
- Easy and secure file sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange Email, Active Directory, Outlook, Office, and Office 365®
- Full control over files, users, devices, and sharing activities
- Includes 10 GB/user of storage for ShareSync Backup and File Sharing





# ELEVATE INTEGRATIONS

Elevate Integrations is a platform that connects powerful voice, chat, video conferencing and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



### Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.



### Drive customer retention and increase revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



### No heavy IT investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

## Integrations packages:

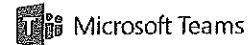
ELEVATE ESSENTIALS



ELEVATE PRO



ELEVATE ENTERPRISE



Prepared for  
 City of Medina  
 Darin Zaremba  
 dzaremba@medinaoh.org  
 132 N Elmwood Ave  
 Medina, OH  
 44256-1827, United States

Provided by  
 Technology Engineering Group, LLC  
 hbalas@tegoh.com  
 13309741248



## Summary of services

Description	Customer total	
	One-time	Monthly
<b>Services</b>		
Unified Communications Services		\$1,805.30
Equipment	\$1,035.00	
Shipping	\$208.33	
<b>Subtotal</b>	<b>\$1,243.33</b>	<b>\$1,805.30</b>
Surcharges & Other fees		\$437.80
Estimated taxes & Fees	\$83.92	\$125.36
<b>TOTAL</b>	<b>\$1,327.25</b>	<b>\$2,368.46</b>
	One-time	Monthly



## Details

Main location 132 N Elmwood Ave, Medina, Ohio 44256-1827

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Pro Includes Cloud PBX with advanced call center, unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	2	\$24.99		\$49.98

### Notes:

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Elevate Essentials</b> Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	34	\$17.50		\$595.00
<b>WebFax</b> 1 WebFax is included with each eligible user license	4	Free	Free	Free
<b>Auto Attendant</b> 1 Auto Attendant is included free with each account	1	Free	Free	Free
<b>Equipment</b>				
 Yealink T40G	34	Free	Free	Free
 Yealink T54W	2	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$55.45	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$143.28
Estimated taxes & Fees	—	—	\$3.74	\$41.02
<b>Total - Main location</b>			<b>\$59.19</b>	<b>\$829.28</b>




**Rec Center** 855 Weymouth Rd, Medina, Ohio 44256-2039

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
<b>Elevate Essentials</b> Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	16	\$17.50		\$280.00

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.






Description	Quantity	Unit price	Customer total	
			One-time	Monthly
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	6	\$5.99		\$35.94
Cloud PBX Fax Line (500 min) One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). Includes 500 min of usage.	2	\$14.99		\$29.98
Auto Attendant An Automated Attendant greets callers and routes calls to the right person, department, or information 24 hours/day. It is completely customizable to meet the specific needs of your business. First Automated Attended included at no charge.	1	\$4.99		\$4.99
<b>Equipment</b>				
 Polycom OBI300 Fax Adapter	2	\$69.00	\$138.00	
 Yealink T40G Rebate price, 100% discount	16	Free	Free	Free
 Yealink T40G Upfront payment	6	\$69.00	\$414.00	
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$40.14	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$95.52
Estimated taxes & Fees	—	—	\$39.97	\$27.22
<b>Total - Rec Center</b>			<b>\$632.11</b>	<b>\$473.65</b>

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.


Customer total

Description	Quantity	Unit price	One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Pro Includes Cloud PBX with advanced call center, unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	2	\$24.99		\$49.98
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	22	\$17.50		\$385.00
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	2	\$5.99		\$11.98
<b>Equipment</b>				
 Yealink T40G Rebate price, 100% discount	22	Free	Free	Free
 Yealink T40G Upfront payment	2	\$69.00	\$138.00	
 Yealink T54W	2	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$40.55	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$103.48
Estimated taxes & Fees	—	—	\$12.05	\$30.13
<b>Total - Police Dept</b>			<b>\$190.60</b>	<b>\$580.57</b>

Notes:

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Water Dept 3733 Granger Rd, Medina, Ohio 44256-8671



Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	4	\$17.50		\$70.00
<b>Equipment</b>				
 Yealink T40G	4	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$10.40	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$15.92
Estimated taxes & Fees	—	—	\$0.70	\$4.43
<b>Total - Water Dept</b>			<b>\$11.10</b>	<b>\$90.35</b>

Fire Station #1 300 W Reagan Pkwy, Medina, Ohio 44256-1574


Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	5	\$17.50		\$87.50
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	3	\$5.99		\$17.97

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Equipment</b>				
 Yealink T40G	5	Free	Free	Free
Rebate price, 100% discount				
 Yealink T40G	3	\$69.00	\$207.00	
Upfront payment				
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$12.33	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$31.84
Estimated taxes & Fees	—	—	\$14.80	\$9.11
<b>Total - Fire Station #1</b>			<b>\$234.13</b>	<b>\$146.42</b>

**Fire Station #2** 500 Lake Rd, Medina, Ohio 44256


Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	1	\$5.99		\$5.99
<b>Equipment</b>				
 Yealink T40G	1	\$69.00	\$69.00	
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$9.51	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$3.98

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
Estimated taxes & Fees	—	—	\$5.30	\$1.19
<b>Total - Fire Station #2</b>			<b>\$83.81</b>	<b>\$11.16</b>

**Fire Station #3** 1000 Wadsworth Rd, Medina, Ohio 44256-3213


Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	1	\$5.99		\$5.99
<b>Equipment</b>				
 Yealink T40G	1	\$69.00	\$69.00	
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$9.51	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$3.98
Estimated taxes & Fees	—	—	\$5.30	\$1.19
<b>Total - Fire Station #3</b>			<b>\$83.81</b>	<b>\$11.16</b>

**Reagan Park** 949 Weymouth Rd, Medina, Ohio 44256-2085


Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	1	\$17.50		\$17.50

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Equipment</b>				
 Yealink T40G	1	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$9.51	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$3.98
Estimated taxes & Fees	—	—	\$0.64	\$1.11
<b>Total - Reagan Park</b>			<b>\$10.15</b>	<b>\$22.59</b>

**Service Garage** 781 W Smith Rd, Medina, Ohio 44256-2422


Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	5	\$17.50		\$87.50
<b>Equipment</b>				
 Yealink T40G	5	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$10.53	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$19.90

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
Estimated taxes & Fees	—	—	\$0.71	\$5.53
<b>Total - Service Garage</b>			<b>\$11.24</b>	<b>\$112.93</b>

**Spring Gove Cemetary** 775 E Washington St, Medina, Ohio 44256-3324

Description	Quantity	Unit price	Customer total	
			One-time	Monthly
<b>Unified Communications Services</b>				
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	4	\$17.50		\$70.00
<b>Equipment</b>				
 Yealink T40G	4	Free	Free	Free
<b>Shipping</b>				
3593 Medina Rd # 239, Medina, Ohio 44256-8182	—	—	\$10.40	
<b>Taxes &amp; Fees</b>				
Surcharges & Other fees	—	—		\$15.92
Estimated taxes & Fees	—	—	\$0.70	\$4.43
<b>Total - Spring Gove Cemetary</b>			<b>\$11.10</b>	<b>\$90.35</b>

**Notes:**

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.



# Quote #Q-00558555

39 Months Term  
(12 Months Renewal Term)

TODAYS QUOTE TOTAL FOR ALLOCATION(S)					
Recurring	Non-Recurring	Recurring Taxes & Fees	One Time Tax	Shipping	Due Today
\$1,411.25	\$9,414.08	\$0.00	\$0.00	\$395.72	\$9,809.80

**Limited Time Offer:  
Two Months Free of  
Services  
Save \$ 2,822.50**

Quote Expires  
3/31/2022

Summary by Product			
Monthly Recurring	Quantity	Price as of Order	Total
X Series - X2	25	\$16.00	\$400.00
Base Number	1	\$0.00	\$0.00
X Series - X1	85	\$11.00	\$935.00
UC Call Recordings Cold Storage up to 2 Years	25	\$3.05	\$76.25
<b>Non-Recurring</b>			
8x8 Implementation Starter	1	\$0.00	\$0.00
Obihai OBi 300 1 port SIP ATA	2	\$41.04	\$82.08
Polycom VVX 411 w/ vqmon - PoE, No AC Power Supply	7	\$121.60	\$851.20
Polycom VVX 250PoE	70	\$75.00	\$5,250.00
Managed Local Number Porting Services	96	\$5.00	\$480.00
Polycom VVX 350PoE	25	\$100.00	\$2,500.00
VVX 40 Line Paper Label Sidecar adds 40 Line Keys	3	\$83.60	\$250.80
<b>Subtotal</b>			<b>\$10,825.33</b>

City of Medina  
132 N. Elmwood Ave.  
Medina, Ohio 44026

Darin Zarembo  
+1 330 725 7777  
dzarembo@medinah.org

### Your 8x8 Representative

Victoria Kleinke  
victoria.kleinke@8x8.com

**Today's Total**  
**\$9,809.80**

**Monthly Total**  
**\$1,411.25**



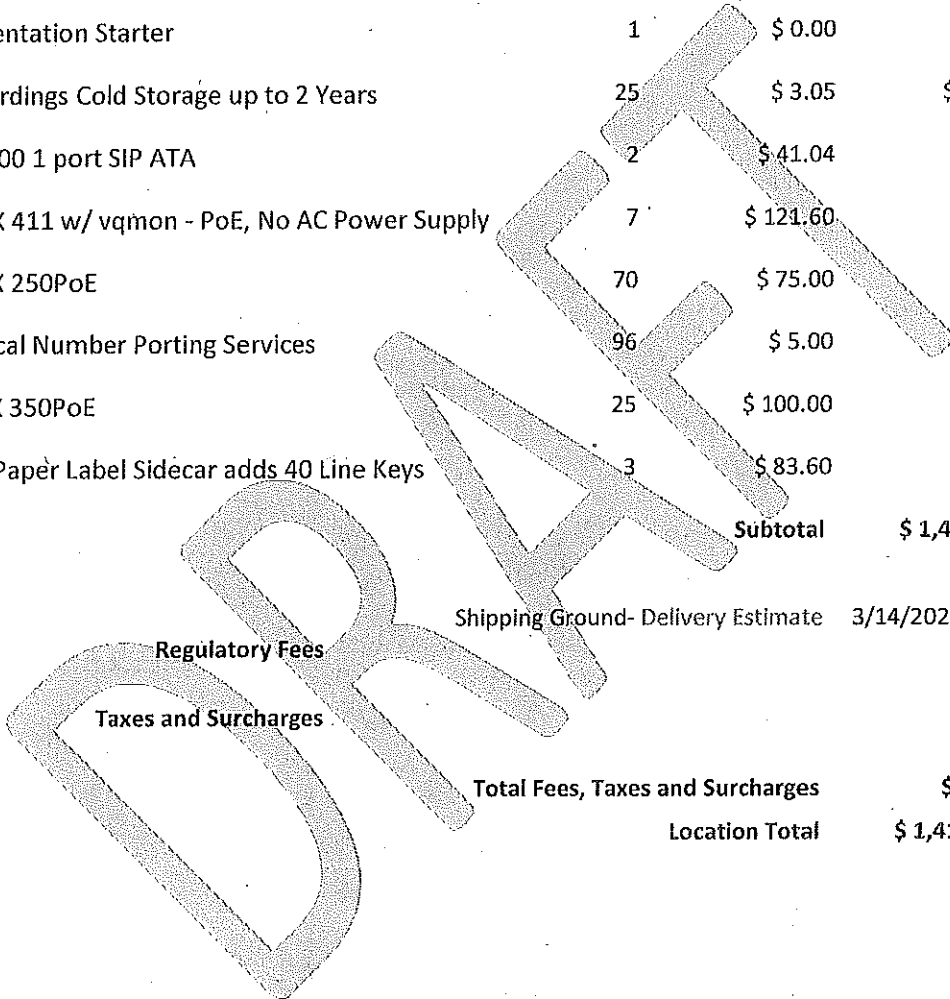


# Quote #Q-00558555

39 Months Term  
(12 Months Renewal Term)

132 N Elmwood Ave. Medina, OH 44256

Description	Quantity	Unit Price	Monthly Recurring	Due Today
X Series - X2	25	\$ 16.00	\$ 400.00	\$ 0.00
X Series feature usage shall not include SFDC or Bullhorn Integration.				
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
X Series - X1	85	\$ 11.00	\$ 935.00	\$ 0.00
8x8 Implementation Starter	1	\$ 0.00	\$ 0.00	\$ 0.00
UC Call Recordings Cold Storage up to 2 Years	25	\$ 3.05	\$ 76.25	\$ 0.00
Obihai OBi 300 1 port SIP ATA	2	\$ 41.04	\$ 0.00	\$ 82.08
Polycom VVX 411 w/ vqmon - PoE, No AC Power Supply	7	\$ 121.60	\$ 0.00	\$ 851.20
Polycom VVX 250PoE	70	\$ 75.00	\$ 0.00	\$ 5,250.00
Managed Local Number Porting Services	96	\$ 5.00	\$ 0.00	\$ 480.00
Polycom VVX 350PoE	25	\$ 100.00	\$ 0.00	\$ 2,500.00
VVX 40 Line Paper Label Sidecar adds 40 Line Keys	3	\$ 83.60	\$ 0.00	\$ 250.80
<b>Subtotal</b>			<b>\$ 1,411.25</b>	<b>\$ 9,414.08</b>
Shipping Ground- Delivery Estimate			3/14/2022	\$ 395.72
Regulatory Fees				
Taxes and Surcharges				
<b>Total Fees, Taxes and Surcharges</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Location Total</b>			<b>\$ 1,411.25</b>	<b>\$ 9,809.80</b>





RFQ # 17309

Order Type : NEW

Valid Through: 03/20/2022

**Customer Information**

**Sales Executive Information**

Company Name : The City of Medina Ohio

Sales Executive : Johnson, Aaron - 990A

Phone : (330) 835-2244

E-Mail : ajohnson@firstcomm.com

**Quote Details**

Contract Term (yrs) : 3

132 N Elmwood Ave, Medina, OH, 44256 (3)

UCaaS					
UC Packages	Unit Price	QTY	Monthly	One-Time	
UC Standard	\$9.99	104	\$1038.96	\$0.00	
UC Complete (25 Attendee)	\$19.99	4	\$79.96	\$0.00	
UC Basic Seat - Voice Service for Analog Line and Paging System	\$5.00	2	\$10.00	\$0.00	
Contact Center					
Unit Price	QTY	Monthly	One-Time		
Intermedia CC Extended Call Recording Retention Install	\$0.00	21	\$0.00	\$0.00	
Intermedia CC Extended Call Recording Retention - 365 Day	\$42.50	21	\$892.50	\$0.00	
DIDs					
Unit Price	QTY	Monthly	One-Time		
20 DID Block Waive Install	\$0.00	1	\$0.00	\$0.00	
20 DID Block up to 2	\$0.00	2	\$0.00	\$0.00	
20 DID Block 3+	\$2.50	4	\$10.00	\$0.00	
Equipment					
Unit Price	QTY	Monthly	One-Time		
2 Port - Analog Voice / Fax Gateway - Rental	\$5.00	2	\$10.00	\$0.00	
UC Add-On Options					
Unit Price	QTY	Monthly	One-Time		
UC-Call Recording	\$14.99	21	\$314.79	\$0.00	
UC Phones - Yealink					
Unit Price	QTY	Monthly	One-Time		
Yealink T58W - Purchased	\$375.00	10	\$0.00	\$3750.00	
Yealink T53W - WiFi - Purchased	\$175.00	88	\$0.00	\$15400.00	
Yealink EXP50 Color Expansion Unit - Purchased	\$125.00	4	\$0.00	\$500.00	
Yealink CP960 WiFi Conference Phone - Purchased	\$600.00	1	\$0.00	\$600.00	
Usage					
Unit Price	QTY	Monthly	One-Time		
IP PBX Unlimited Local + LD	\$0.00	4	\$0.00	\$0.00	
IP PBX Unlimited Local + LD	\$0.00	104	\$0.00	\$0.00	
IP PBX Unlimited Local + LD	\$0.00	2	\$0.00	\$0.00	
Training					
Unit Price	QTY	Monthly	One-Time		
Phone, Feature & Portal / Webinar Training	\$125.00	1	\$0.00	\$125.00	
<b>Site Total</b>			<b>\$2356.21</b>	<b>\$20375.00</b>	
<b>Order Totals</b>			<b>\$2356.21</b>	<b>\$20375.00</b>	

This Quote is non-binding and contains confidential and proprietary information of company. This Quote and pricing herein are budgetary, valid for 30 days only, subject to location, capacity, vendor availability, and further verification of the order.

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton

DATE: April 4, 2022

SUBJECT: Bids and Design Discussion: Job #1080 S. Prospect Street Reconstruction

NO. PCA 22-085-4/11

COMMITTEE REFERRAL: Finance

*OK  
Dr. Harnett  
4-5-2022*

This request is for permission to advertise, bid and award the South Prospect Street Reconstruction Project. This project will consist of complete removal and replacement of the two culverts, along with new sidewalks. Storm sewer, sanitary sewer and water lines will also be replaced.

The existing width of S. Prospect Street is 21 feet, back of curb to back of curb. Our City Ordinances typically require residential streets to be 25 feet wide (See Sec 903.01 (a)(2) Type "A" Streets, attached). We recommend that the new street match the existing 21 feet width. In order to proceed, we will need Council's authorization for the 21 foot width. Please note, Council has done this before, specifically when S. Harmony Street was reconstructed in 2007.

Council also must decide whether or not to replace the sidewalks on the west side of the road. The new water line on the east side of the road is within two feet of the existing sidewalks. There is no way to install the water line without disturbing the existing sidewalks, as such we plan on replacing all the sidewalks on the east side of the road. There are some small sections of sidewalk on the west side that will need to be replaced in order to install utilities to each home, but the majority of the sidewalk could remain in place. The cost to replace all the sidewalks on the west side of the street is an additional \$27,000.

Medina County will be funding the cost to replace the sanitary sewers on S. Prospect St; we will submit an agreement to Council at a later date that will outline the terms of this arrangement.

The total cost for this project will be as follows:

- Printing = \$ 1,000.
- Advertising = \$ 500.
- Construction = \$ 1,608,000.
- Total Project Cost = \$ 1,610,000.

Previously Council authorized submittal of a grant application to the Ohio Public Works Commission (OPWC) program for this project. The City was awarded \$493,940. In addition, Medina County will be reimbursing the City for the cost to replace the sanitary sewers within the project. As such, the funding for this project will be provided as follows:

- City 108 funds: \$ 766,060. (includes \$27,000 for west side sidewalks)
  - OPWC Grant: \$ 493,940.
  - Medina County: \$ 350,000. (sanitary sewer costs)
- \$1,610,000.

The Engineering Department will complete preparation of all design document.

ESTIMATED COST: \$1,610,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

### 903.01 CLASSIFICATION BY WIDTH AND STRENGTH.

All streets, or sections of streets, within the corporate limits of the City are hereby classified in regard to the volume of vehicular traffic and the wheel-loads imposed upon the pavement by the present and anticipated traffic; and the pavement shall be constructed or reconstructed therein to conform to the following specifications as to strength and width:

(a) Classification by Width of Streets.

(1) Type "B" Streets (30 feet). In all streets, or sections of streets, in the commercial and industrial areas, where the stopping of vehicles for business purposes is frequent, and in all sections of streets on the State Highway System, the width of the pavement to be constructed or reconstructed therein shall be a minimum of thirty feet between back of curbs, and shall be designated as Type B Streets.

→ (2) Type "A" Streets (25 feet). In all streets, or sections of streets, not designated as Type B Streets, the pavement to be constructed or reconstructed therein shall be a minimum of twenty-five feet in width between back of curbs, and shall be designated as Type A Streets.

(Ord. 11-93. Passed 1-25-93.)

(3) South Broadway. The pavement to be constructed or reconstructed on South Broadway between the intersection of Lafayette and South Broadway and the intersection of Grant Street and South Broadway shall remain at twenty feet in width between curbs.

(Ord. 74-82. Passed 9-13-82.)

→ (4) South Harmony Street, Phase 1. The pavement to be reconstructed on South Harmony Street, Phase 1, from E. Washington Street to E. Smith Road shall be twenty-one feet in width (back of curb to back of curb). (Ord. 166-07. Passed 10-22-07.)

(b) Classification by Strength of Streets.

(1) Class I Streets (8 inches). In all streets, or sections of streets, where wheel loads in excess of 8,000 pounds are frequent, the pavement to be constructed or reconstructed therein shall be a minimum of eight inches in thickness with steel reinforcement and proper subsurface drainage, in accordance with the standards of the City, and shall be designated as Class I Streets.

(2) Class II Streets (7 inches). In all streets or sections of streets, where wheel loads in excess of 8,000 pounds are infrequent the pavement to be constructed or reconstructed therein shall be of concrete meeting the requirements of the City specifications, and shall be a minimum of seven inches in thickness with steel reinforcement and proper subsurface drainage in accordance with the standards of the City, and shall be designated as Class II Streets.

(Ord. 11-93. Passed 1-25-93.)

(3) Red Brick Streets. All streets or sections of streets, within the City currently surfaced in red brick shall be repaired or reconstructed using red brick, under the following conditions and terms:  
When it is decided by the City that a street or section of a street, currently surfaced in red brick needs repair and/or reconstruction such that a resolution of necessity is needed and it is determined that adjacent property owners shall be assessed, the law and procedures as set forth in Chapter 727 and/or Section 727.01 of the Ohio Revised Code shall apply.  
When repair and/or reconstruction is such that the City determines that it may be done without a resolution of necessity, such repair and/or reconstruction shall be completed in red brick.

(Ord. 76-19. Passed 5-13-19.)

**REQUEST FOR COUNCIL ACTION**

*OK  
D. Hannon  
4-5-2022*

NO. RCA 22-086-4/11

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: April 4, 2022

SUBJECT: Application for federal grant funds for the State Road Reconstruction

This request is for Council's authorization to submit a request for federal funding for the reconstruction of State Road. This reconstruction would extend from Birch Hill Drive south to the Wheeling & Lake Erie rail crossing south of SR 18/West Liberty Street.

The preliminary budget estimate of the costs, along with the requested funding levels are as follows:

ITEM	FEDERAL FUNDS		LOCAL (CITY) FUNDS		TOTAL
	\$	%	\$	%	\$
Engineering	\$0	0%	\$757,000	100%	\$757,000
Right of Way	\$0	0%	\$70,000	100%	\$70,000
Construction	\$4,640,800	80%	\$1,160,200	20%	\$5,801,000
<b>TOTAL</b>	<b>\$4,640,800</b>	<b>70%</b>	<b>\$1,987,200</b>	<b>30%</b>	<b>\$6,628,000</b>

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with OPWC to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$1,987,200).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: The due date for the grant application is April 15<sup>th</sup>. Please note, the City received notice of this grant opportunity on March 31<sup>st</sup> (see attached).

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Patrick Patton

---

**From:** Hostalley, Stephen <Stephen.Hostalley@mail.house.gov>  
**Sent:** Thursday, March 31, 2022 2:11 PM  
**To:** Hostalley, Stephen  
**Cc:** Trompower, Christina; Gibson, Brandon; Lolli, Tim; Clarke, Patricia; Siwik, Max; Sweeney, Olivia; Matthews, Heidi  
**Subject:** Rep. Gonzalez FY23 CPF Form.

All,

Thank you for your patience as we put together the forms for this year's CPFs/Earmarks. The due date **will be April 15<sup>th</sup>** for each Sub-Committee. Please use the form below for each submission. It is incredibly important that you carefully review the guidance that is linked next to each sub-committee on Question #5 on the form. Additionally, you are required to provide the supplemental information that is requested in the guidance for the specific program you are applying for – this is all laid out in the form's instructions. If you have questions on **anything**, please do not hesitate to reach out. Submission of an application to our office does not guarantee that we will select the project. I will also note that it is unclear what will take place for FY23 if the House of Reps flips this fall and we enter into 2023 under a continuing resolution.

[https://docs.google.com/forms/d/e/1FAIpQLScYajM9ioYD1dqKbUN3Gt-Tb82Lj9o6duHh9ZaCAJxdZjjvbg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLScYajM9ioYD1dqKbUN3Gt-Tb82Lj9o6duHh9ZaCAJxdZjjvbg/viewform?usp=sf_link)

Best,

Stephen

**Stephen Hostalley**  
Deputy Chief of Staff & Legislative Director  
Office of Congressman Anthony Gonzalez (OH-16)  
2458 Rayburn House Office Building  
Washington, DC 20515  
Office: (202) 225-3876

Pat

RCA 21-082-4/26

**RESOLUTION NO. 78-21**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT  
A REQUEST FOR FEDERAL GRANT FUNDS FOR THE  
STATE ROAD RECONSTRUCTION PROJECT.**

**WHEREAS:** The Medina City Engineer is requesting to apply for federal funding for the reconstruction of State Road. This reconstruction would extend from Birch Hill Drive south to the Wheeling & Lake Erie rail crossing south of SR 18 / West Liberty Street.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to submit a request for federal funding for the State Road Reconstruction Project in accordance with the Federally Funded Member Designated Projects for Committee on Transportation and Infrastructure for 2021 Consideration in Surface Transportation Authorization Legislation.
- SEC. 2:** That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and execute any and all documentation associated with said grant and the City will be responsible for the local share of the project (~~\$1,885,800~~),  
\$ 1,987,200
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** May 10, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** May 11, 2021

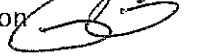
**SIGNED:** Dennis Hanwell  
Mayor

ENG DES / GRANTS / 2021 / ERMANNERS

**REQUEST FOR COUNCIL ACTION**

*OK  
at Home  
4-5-2022*

NO. RCA 22-087-4/11

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: April 4, 2022

SUBJECT: Easement for Medina Fiber to locate their facilities on City owned property

This request is for Council's authorization to grant an easement (attached) to Medina Fiber to install a cabinet and power service facilities on City owned property located at 1000 Wadsworth Road (Fire Station #3). Due to existing underground utilities located in the right of way (tree lawn), there is limited area to locate these facilities within the right of way. This requests asks Council's authorization to allow Medina Fiber to install these facilities within the City property adjacent to the back side of the public sidewalk.

Thank you for your consideration

ESTIMATED COST: None – Medina Fiber to pay surveying and recording fees.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



## Fiber Equipment Easement

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollars (\$1.00) and other good and valuable consideration recited herein given to THE CITY OF MEDINA hereinafter "Grantor(s)" by MEDINA FIBER, LLC, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a fiber equipment easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing EQUIPMENT NECESSARY TO PROVIDE FIBER OPTIC SERVICES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Reference 'Exhibit A', attached.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of FIBER EQUIPMENT.
2. Grantee shall apply for and obtain all required building and/or electrical permits from the City of Medina Building Department.
3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way;

however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.

2. Authorize the MEDINA FIBER, LLC and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 1000 Wadsworth Road; Permanent Parcel No. 028-19D-09-306, part of Medina City Lot 5555 with the necessary equipment to erect, install operate and maintain fiber optic equipment in accordance with the plans and/or specifications as prepared by Medina Fiber LLC, or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Grantor:

CITY OF MEDINA

Signature: \_\_\_\_\_

Name: Dennis Hanwell, Mayor

STATE OF OHIO       )  
                                  ) SS:  
MEDINA, COUNTY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_, by Dennis Hanwell, who acknowledged that he/she/they did sign this Power of Attorney, and that

the same is his/her/their free act and deed.

I have signed and sealed this Power of Attorney at Medina, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

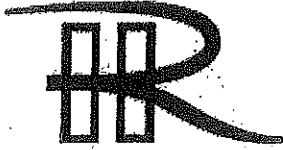
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Seal:

This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH. 44256



**ROLLING & HOCEVAR**  
A Geo Innovation Group Affiliate

Engineering and Surveying  
257 S. Court St. • Suite 6  
Medina, Ohio 44256  
Phone: 330-723-1828 • 800-723-1870  
Fax: 330-723-6637  
E-mail: info@rh-inc.com

Legal Description for Fiber Equipment Easement  
Project No. 32,082  
March 7, 2022

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 5555, as recorded in Plat Volume 22, Page 197 of Medina County Recorder's Records, also being a part of land conveyed to The City of Medina by deed recorded on April 21, 1989 in Official Record Volume 487, Page 149 of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Southwest corner of said Medina City Lot No. 5555, the same being a point in the centerline of Wadsworth Road (S.R. 57) having a 60-foot wide Right of Way;

Thence along the Western line of said Medina City Lot No. 5555, and the centerline of said Wadsworth Road, bearing North 34°51'01" West, a distance of 101.19 feet to a point thereon;

Thence at a right angle, bearing North 55°08'59" East, a distance of 30.00 feet to a point in the Eastern line of said Wadsworth Road and the **TRUE PLACE OF BEGINNING** of the Fiber Equipment easement herein described;

Thence at a right angle along the Eastern line of said Wadsworth Road, bearing North 34°51'01" West, a distance of 25.00 feet to a point thereon;

Thence at a right angle, bearing North 55°08'59" East, a distance of 12.00 feet to an angle point;

Thence at a right angle, bearing South 34°51'01" East, a distance of 25.00 feet to an angle point;

Thence at a right angle, bearing South 55°08'59" West, a distance of 12.00 feet to a point in the Eastern line of said Wadsworth Road and the **TRUE PLACE OF BEGINNING**, containing 0.0069 acres (300 square feet) of land, more or less but subject to all legal highways and all covenants of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in February 2022.



**REQUEST FOR COUNCIL ACTION**

ok  
20 H...  
4-5-2022

NO. RCA 22-088-4/11

FROM: Patrick Patton



COMMITTEE

REFERRAL: Finance

DATE: April 5, 2022

SUBJECT: West Smith Reconstruction Purchase of Real Property

This requests Council enter into a Contract for Sale and Purchase of Real Property as well as a Contract for Right of Entry (both attached) for the following property:

Parcel #	Property Owner	Parcel #	Acquisition	Revised Value
20	Richard F. Rose	028-19C-04-012	Contract for Sale and Contract for Right of Entry	\$6,655

Thank you for your consideration.

ESTIMATED COST: \$6,655.

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: YES

Reason: Right of Way acquisition is an important milestone in the ODOT project development process; failure to meet this deadline can delay the project. In addition, since each of these property owners have signed the easement, we would like to complete the process and pay them as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 20-WD  
MED-CR 0004-15.47

This Agreement is by and between the City of Medina, Ohio ["Purchaser"] and Richard F. Rose, Married ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$6,655.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.



Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina, Ohio and Richard F. Rose, Married, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Molly Rose, the spouse of Richard F. Rose, hereby relinquishes to said Granfee, its successors and assigns, all rights and expectancies of Dower in the above described premises,

Richard Rose  
By: Richard F. Rose

Date: 3-8-22

Molly Rose  
By: Molly Rose

Date: 3/8/22

City of Medina, Ohio

\_\_\_\_\_  
Mayor Dennis Hanwell

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

**EXHIBIT A**

Page 1 of 3

LPA RX 851 WD

Rev. 06/09

*gms*

Ver. Date 06/22/2021

PID 112540

**PARCEL 20-WD  
MED-CR 0004-15.47  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being part of Medina City Lot 1281 of Baxter Street Allotment as recorded in Plat Book volume 4, page 48, (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to **Richard F. Rose** by the instrument filed as **Deed Book volume 154, page 190**.

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 44.50 feet** to a point being at station 78+60.31 of the said centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

LPA RX 851 WD

Rev. 06/09

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet** to a Mag spike set at the intersection of the existing southerly right-of-way line of Smith Road and the existing westerly right-of-way line of Baxter Street (60' R/W - Public) and being at the northeast corner of the said Medina City Lot 1281, said spike being 30.00 feet right of the centerline of right-of-way of Smith Road station 78+60.31, said spike being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said existing westerly right-of-way line of Baxter Street and the easterly line of the said Medina City Lot 1281, **South 21 degrees 02 minutes 39 seconds West for a distance of 83.42 feet** to an iron pin set being 107.33 feet right of the centerline of right-of-way of Smith Road station 78+29.02;

Thence along the proposed westerly right-of-way of Baxter Street and crossing through the said Medina City Lot 1281 on a line perpendicular to the existing southerly right-of-way line of Smith Road, **North 00 degrees 59 minutes 02 seconds West for a distance of 77.33 feet** to an iron pin set at the intersection of the said proposed westerly right-of-way line of Baxter Street and the said existing southerly right-of-way line of Smith Road and being on the northerly line of the said Medina City Lot 1281, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 78+29.02;

Thence along the said existing southerly right-of-way line of Smith Road and the said northerly line of Medina City Lot 1281, **North 89 degrees 00 minutes 58 seconds East for a distance of 31.29 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0278 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0278 acres), all of which are located within Medina County Auditor's **Parcel number 028-19C-04-012**.

The current source of title to the boundary herein described as of this writing recorded in **Deed Book volume 154, page 190** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

EXHIBIT A

Page 3 of 3

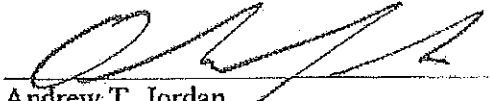
Rev. 06/09

LPA RX 851 WD

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

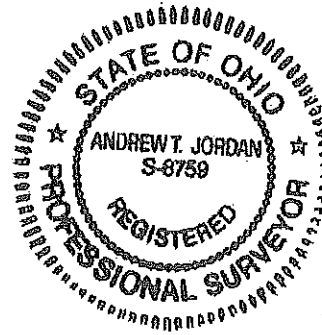
The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.



Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 20-WD  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and Richard F. Rose, Married ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$6,655.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$6,655.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$6,655.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$6,655.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or



- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the City of Medina, Ohio, and Richard F. Rose, Married have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Molly Rose, the spouse of Richard F. Rose, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above-described premises.

*Richard F. Rose*

Richard F. Rose,

Date:

*3-8-22*

*Molly Rose*

By: Molly Rose

Date:

*3/8/22*

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Dennis Hanwell  
Mayor

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

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

Page 1 of 3

LPA RX 851 WD

Rev. 06/09

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 20-WD  
MED-CR 0004-15.47  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being part of Medina City Lot 1281 of Baxter Street Allotment as recorded in Plat Book volume 4, page 48, (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to **Richard F. Rose** by the instrument filed as **Deed Book volume 154, page 190**.

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 44.50 feet** to a point being at station 78+60.31 of the said centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

Rev. 06/09

LPA RX 851 WD

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet** to a Mag spike set at the intersection of the existing southerly right-of-way line of Smith Road and the existing westerly right-of-way line of Baxter Street (60' R/W Public) and being at the northeast corner of the said Medina City Lot 1281, said spike being 30.00 feet right of the centerline of right-of-way of Smith Road station 78+60.31, said spike being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said existing westerly right-of-way line of Baxter Street and the easterly line of the said Medina City Lot 1281, **South 21 degrees 02 minutes 39 seconds West for a distance of 83.42 feet** to an iron pin set being 107.33 feet right of the centerline of right-of-way of Smith Road station 78+29.02;

Thence along the proposed westerly right-of-way of Baxter Street and crossing through the said Medina City Lot 1281 on a line perpendicular to the existing southerly right-of-way line of Smith Road, **North 00 degrees 59 minutes 02 seconds West for a distance of 77.33 feet** to an iron pin set at the intersection of the said proposed westerly right-of-way line of Baxter Street and the said existing southerly right-of-way line of Smith Road and being on the northerly line of the said Medina City Lot 1281, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 78+29.02;

Thence along the said existing southerly right-of-way line of Smith Road and the said northerly line of Medina City Lot 1281, **North 89 degrees 00 minutes 58 seconds East for a distance of 31.29 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0278 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0278 acres), all of which are located within Medina County Auditor's Parcel number **028-19C-04-012**.

The current source of title to the boundary herein described as of this writing recorded in **Deed Book volume 154, page 190** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

EXHIBIT A

LPA RX 851 WD

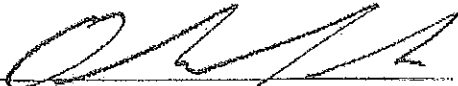
Page 3 of 3

Rev. 06/09

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

The stations referenced herein are from the plans known as MED · CR 0004 · 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
\_\_\_\_\_  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



**EXHIBIT B**  
**To**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 20-WD  
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

N/A

**REQUEST FOR COUNCIL ACTION**

NO. PCA 22-089-4/11

FROM: Patrick Patton

*Handwritten:* [Signature] O/S  
D. Hornum  
4-5-2022

DATE: April 5, 2022

COMMITTEE REFERRAL: Finance

SUBJECT: West Smith Road Dedication Plat

As part of the upcoming West Smith Road Reconstruction project, Baxter Street and Medina Street will be realigned. The City owns an approximately 573 square foot parcel abutting the north east corner of this intersection. ODOT is requiring the City to dedicate this parcel as public right of way.

Attached, please find a copy of the dedication plat for this property; this request asks that Council accepts this dedication plat.

Thank you for your consideration.

ESTIMATED COST: \$0

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes  
Reason:

Right of Way acquisition is an important milestone in the ODOT project development process; failure to meet this deadline (May 15, 2022) can delay the project. In addition, this property is already City owned.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

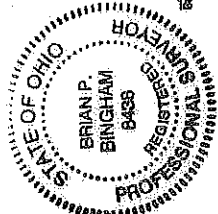
Ord./Res. Number:

Date:



# RIGHT-OF-WAY DEDICATION PLAT OF PART OF SMITH ROAD AND MEDINA STREET

STATE OF OHIO, MEDINA COUNTY,  
CITY OF MEDINA  
TOWNSHIP 2 & 3 NORTH, RANGE 14 WEST  
CONNECTICUT WESTERN RESERVE

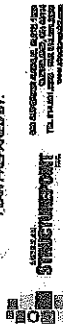


**CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE LAND ON THIS PLAT THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND AS SHOWN ON THE SURVEY BALANCES AND CLAIMS THAT ALL RIGHTS, EASES, INTERESTS AND CLAIMS CONNECT, AND THAT THE MEMBERS WHO SIGN HEREON EXIST OR SHALL BE SET AT SHOWN.

*Brian P. Bingham*  
Brian P. Bingham, Ohio Professional Land Surveyor No. 9438  
Date: 4/11/2022

PLAN PREPARED BY:



**ACCEPTANCE & DEDICATION**

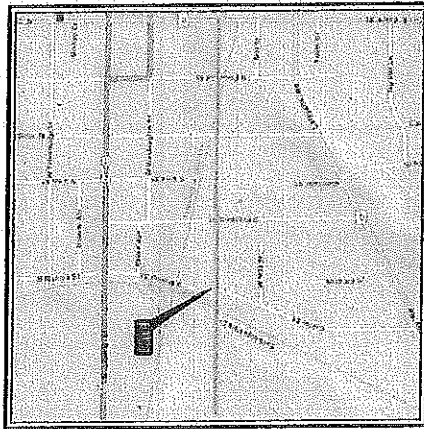
KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF MEDINA, BY DENNIS HANWELL, MAYOR, OWNER OF THE LANDS ENCOMPASSED WITHIN THIS SUBDIVISION HEREBY ACKNOWLEDGE THIS PLAT AND SUBDIVISION TO BE MY FREE ACT AND DEED AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE STREETS AS SHOWN AND GRANT EASEMENTS AS SHOWN ACCORDING TO THE LEGEND. I CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

DENNIS HANWELL, MAYOR: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY OF MEDINA } S.S.  
STATE OF OHIO }

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DENNIS HANWELL, MAYOR, WHO ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND SIGNING OF THIS PLAT TO BE OF HIS FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY OFFICIAL SEAL AT \_\_\_\_\_ OHIO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_



LOCATION MAP

**ACREAGE**

DEDICATED RIGHT-OF-WAY TOTAL 0.0182 AC  
TOTAL 0.0182 AC

**APPROVALS**

THIS PLAT WAS DULY ACCEPTED BY ORDINANCE NO. \_\_\_\_\_ OF MEDINA CITY COUNCIL AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

PRESIDENT OF COUNCIL \_\_\_\_\_ CLERK OF COUNCIL \_\_\_\_\_  
APPROVED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

TAX MAP DRAFTSMAN \_\_\_\_\_  
RECEIVED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

MEDINA COUNTY AUDITOR \_\_\_\_\_  
RECEIVED AS RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_  
AT \_\_\_\_\_ A.M./P.M.  
RECORDED IN PLAT DOCUMENT NO. \_\_\_\_\_  
FEE: \_\_\_\_\_

MEDINA COUNTY RECORDER

BOOK	1
PAGE	1
DATE	4/11/2022
PRICE	
TOTAL	P. 002

RIGHT-OF-WAY DEDICATION PLAT



**REQUEST FOR COUNCIL ACTION**

OK  
Dr. H...  
4-5-2022

NO. RCA 22-090-4/11

FROM: Patrick Patton

DATE: April 5, 2022

SUBJECT: Easements - West Smith Reconstruction

COMMITTEE

REFERRAL: Finance

In order to complete construction of West Smith Road between the State Road and S. Court Street, the City must acquire a several easements and/or fee simple right of way. Below, please find a summary for easements at four (4) of parcels:

Parcel #	Property Owner	Parcel #	Acquisition	Value
14	The A.I. Root Company	028-19A-20-096	Easement and Contract for Right of Entry	\$1,130.
17	R&M Baker Real Estate Investments	028-19C-04-115	Easement and Contract for Right of Entry	\$640.
80	Sunstone Management, LLC.	028-19A-21-247, 028-19A-21-248	Three (3) Temporary Easements and Contract for Right of Entry	\$300.
83	William J. Suliks	028-19A-21-245	Temporary Easement and Contract for Right of Entry	\$300.
TOTAL				\$ 2,370.

This request asks Council to accept the easements submitted herein and to accept the associated Contract for Right of Entry for each property. Thank you for your cooperation.

ESTIMATED COST: \$2,370.

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: YES

Reason: Right of Way acquisition is an important milestone in the ODOT project development process; failure to meet this deadline can delay the project. In addition, since each of these property owners have signed the easement, we would like to complete the process and pay them as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

### EASEMENT

The A.I. Root Company, the Grantor(s), in consideration of the sum of \$1,130.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 14-SH

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

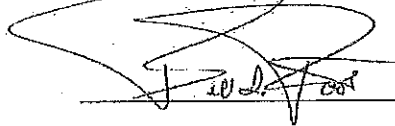
Medina County Current Tax Parcel No. 028-19A-20-096  
Prior Instrument Reference: Deed Volume 62, Page 449, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property rights are conveyed by Grantor to the Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. The Grantor remains the owner of the 0.0282 acres of land referred to in Exhibit A.

IN WITNESS WHEREOF The A. I. Root Company has caused its name to be subscribed by Brad I. Root, its duly authorized President and Chairman (Title), and its duly authorized agent on the 18th day of March, 2022.

The A.I. Root Company



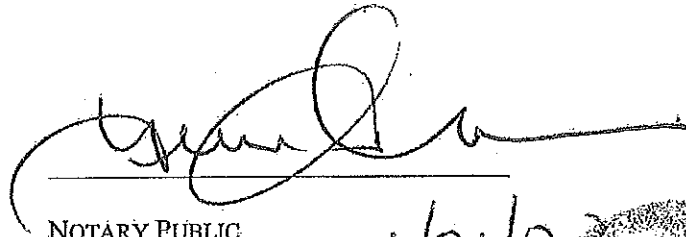
\_\_\_\_\_

By: Brad I. Root  
Its: President and Chairman

STATE OF OHIO, COUNTY OF MEDINA SS: President and Chairman

BE IT REMEMBERED, that on the 18th day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brad I. Root, who acknowledged being the President and Chairman and duly authorized agent of The A.I. Root Company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Brad I. Root with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

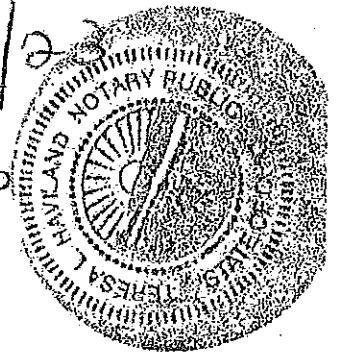


\_\_\_\_\_

NOTARY PUBLIC  
My Commission expires: 1/21/23



**TERESA L. HAVILAND**  
My Commission Expires  
Jan. 21, 2023  
(Recorded in Medina County)



This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

Page 1 of 3

LPA RX 871 SH

Rev. 06/09

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 14-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being in City of Medina Out Lot 16, and being out of a 17.63 acre tract as conveyed to The A.I. Root Company by the instrument filed as Deed Book volume 162, page 449 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, **South 89 degrees 00 minutes 58 seconds West for a distance of 377.74 feet** to a point being at station 75+27.07 of the said centerline of right-of-way of Smith Road;

**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, **North 00 degrees 59 minutes 02 seconds West for a distance of 30.00 feet** to an iron pin set on the existing northerly right-of-way line of Smith Road, said pin being 30.00 feet left of the centerline of right-of-way of Smith Road station 75+27.07, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence crossing through the lands of the 17.63 acre tract, through the said Out Lot 16, and along the proposed northerly right-of-way of Smith Road, for the following three (3) courses:

1. **North 33 degrees 54 minutes 51 seconds East for a distance of 42.18 feet** to an iron pin set being 64.60 feet left of the centerline of right-of-way of Smith Road station 75+51.20;
2. **South 56 degrees 05 minutes 09 seconds East for a distance of 46.13 feet** to an iron pin set being 38.20 feet left of the centerline of right-of-way of Smith Road station 75+89.04;
3. **South 00 degrees 59 minutes 02 seconds East for a distance of 8.20 feet** to an iron pin set on the said existing northerly right-of-way of Smith Road being 30.00 feet left of the centerline of right-of-way of Smith Road station 75+89.04;

Thence along the said existing northerly right-of-way line of Smith Road, **South 89 degrees 00 minutes 58 seconds West for a distance of 61.97 feet** to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of **0.0282 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0282 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-20-096**.

The current source of title to the boundary herein described as of this writing recorded in **Deed Book volume 162, page 449** in the records of Medina County.

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to

**EXHIBIT A**

Page 3 of 3

LPA RX 871 SH

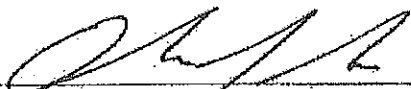
Rev. 06/09

The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
\_\_\_\_\_  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date





## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 14 SH  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and The A. I. Root Company ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1,130.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after 03/25/2022, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1,130.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the above-mentioned \$1,130.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1,130.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or

- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

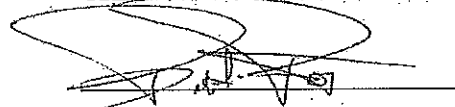
Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

- 9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.
- 10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.
- 11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- 12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.
- 13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and The A. I. Root Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE A. I. ROOT COMPANY



Signature

Brad J. Root

Name

President & Chairman

Title

03/18/2022

Date

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Dennis Hanwell  
Mayor

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

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

### EASEMENT

QILIN GROUP, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$640.00, to be paid by City of Medina, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 17-SH

MED-CR-0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19C-04-115

Prior Instrument Reference: Instrument No. 2021OR034048, Medina County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, QILIN GROUP, LLC, an Ohio limited liability company has caused its name to be subscribed by Ryan Baker, its duly authorized Manager, and its duly authorized agent on the 30<sup>th</sup> day of March, 2022.

QILIN GROUP, LLC, an Ohio limited liability company



By: Manager Ryan Baker

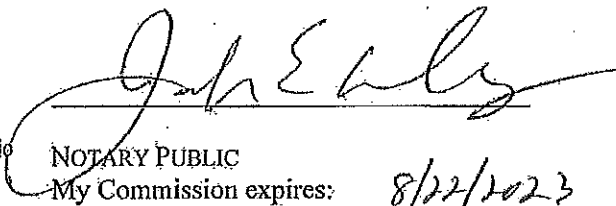
STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Ryan Baker, who acknowledged being the Manager and duly authorized agent of QILIN GROUP, LLC, an Ohio limited liability company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Ryan Baker with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023



NOTARY PUBLIC  
My Commission expires: 8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

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Rev. 06/09

LPA RX #71 SH

Ver. Date 06/22/2021

PID 112540

**PARCEL 17-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being formerly known as part of Montville Township Out Lot 8, being formerly known as part of City of Medina Out Lot 1008 and now being, a tract known as Medina City Lot 2217, as shown in Plat for the Purposed of Assigning City Lot Numbers To the Subdivision of Out Lots 1005, 1006, 1008, 1009, 1010, 1011 and 1012 as recorded in Plat Book volume 8, Page 20 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~R&M Baker Real Estate Investments~~ by the instrument filed as Document Number ~~2018OR006999~~.  
QILIN GROUP, LLC, an Ohio limited liability company

2021OR034048

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;



**EXHIBIT A**

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Rev. 05/09

LPA RX 87| SH

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, South 89 degrees 00 minutes 58 seconds West for a distance of 394.53 feet to a point being at station 75+10.28 of the said centerline of right-of-way of Smith Road;

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet to an iron pin set on the existing southerly right-of-way line of Smith Road, being the northwesterly corner of the said Medina City Lot 2217, and being the northeast corner of Medina City Lot 3285 as conveyed to 620 East Smith Road, Inc., an Ohio Corporation by the instrument filed as Document Number 2007OR013590, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+10.28, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said southerly right-of-way of Smith Road and along the Northerly line of Medina City Lot 2217, North 89 degrees 00 minutes 58 seconds East for a distance of 31.18 feet to an iron pin set being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+41.46;

Thence crossing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, South 33 degrees 54 minutes 51 seconds West for a distance of 42.18 feet to an iron pin set being 64.60 feet right of the centerline of right-of-way of Smith Road station 75+17.33;

Thence continuing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, North 56 degrees 05 minutes 09 seconds West for a distance of 20.15 feet to an iron pin set on the westerly line of the said Medina City Lot 2217 and being the easterly line of the said Medina City Lot 3285, said pin being 53.07 feet right of the centerline of right-of-way of Smith Road station 75+00.81;

Thence along the said westerly line of Medina City Lot 2217 and the said easterly line of Medina City Lot 3285, North 21 degrees 21 minutes 05 seconds East for a distance of 24.94 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of 0.0180 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0180 acres), all of which are located within Medina County Auditor's Parcel number 028-19C-04-115.

The current source of title to the boundary herein described as of this writing recorded in Document Number ~~2018OR006999~~ in the records of Medina County.

EXHIBIT A

Page 3 of 3

LPA RX 871 SH

Rev. 06/09

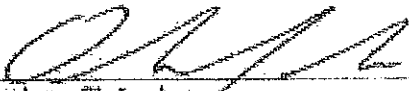
This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

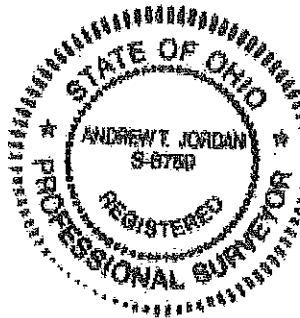
Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "AS1 PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 17 SH  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and QILIN GROUP, LLC, an Ohio limited liability company ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$640.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real

property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$640.00\_ shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$640.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$640.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

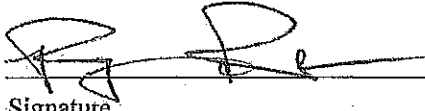
12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Medina, Ohio, and QILIN GROUP, LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

QILIN GROUP, LLC, AN OHIO LIMITED LIABILITY COMPANY

  
\_\_\_\_\_  
Signature

Ryan Baker, Manager  
Print Name and Title

Date: 3-30-22

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Dennis Hanwell  
Mayor

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

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

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Rev. 06/09

LPA RX #71 SH

Ver. Date 06/22/2021

PID 112540

**PARCEL 17-SH  
MED-CR 0004-15.47  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Medina, Medina County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 1 of Montville Township, Township 2 North, Range 14 West of the Connecticut Western Reserve, being formerly known as part of Montville Township Out Lot 8, being formerly known as part of City of Medina Out Lot 1008 and now being, a tract known as Medina City Lot 2217, as shown in Plat for the Purposed of Assigning City Lot Numbers To the Subdivision of Out Lots 1005, 1006, 1008, 1009, 1010, 1011 and 1012 as recorded in Plat Book volume 8, Page 20 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~R&M Baker Real Estate Investments~~ **QILIN GROUP, LLC**, an Ohio limited liability company as Document Number ~~2018OR006999~~ **2021OR034048**.

Being a parcel of land lying on the right side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a Mag spike set at an angle point in the centerline of right-of-way of Smith Road, being the centerline intersection of the said Smith Road and Baxter Street (60' R/W - Public), and being on the northerly line of Montville Township, and on the southerly line of Medina Township, said spike being at station 79+04.81 of the centerline of right-of-way of Smith Road;



**EXHIBIT A**

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence along the said centerline of right-of-way of Smith Road, the south line of Medina Township, and the north line of Montville Township, South 89 degrees 00 minutes 58 seconds West for a distance of 394.53 feet to a point being at station 75+10.28 of the said centerline of right-of-way of Smith Road;

Thence leaving the said centerline of right-of-way of Smith Road perpendicularly, South 00 degrees 59 minutes 02 seconds East for a distance of 30.00 feet to an iron pin set on the existing southerly right-of-way line of Smith Road, being the northwesterly corner of the said Medina City Lot 2217, and being the northeast corner of Medina City Lot 3285 as conveyed to 620 East Smith Road, Inc., an Ohio Corporation by the instrument filed as Document Number 2007OR013590, said pin being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+10.28, said pin being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence along the said southerly right-of-way of Smith Road and along the Northerly line of Medina City Lot 2217, North 89 degrees 00 minutes 58 seconds East for a distance of 31.18 feet to an iron pin set being 30.00 feet right of the centerline of right-of-way of Smith Road station 75+41.46;

Thence crossing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, South 33 degrees 54 minutes 51 seconds West for a distance of 42.18 feet to an iron pin set being 64.60 feet right of the centerline of right-of-way of Smith Road station 75+17.33;

Thence continuing through the said Medina City Lot 2217 and along the said proposed southerly right-of-way line of Smith Road, North 56 degrees 05 minutes 09 seconds West for a distance of 20.15 feet to an iron pin set on the westerly line of the said Medina City Lot 2217 and being the easterly line of the said Medina City Lot 3285, said pin being 53.07 feet right of the centerline of right-of-way of Smith Road station 75+00.81;

Thence along the said westerly line of Medina City Lot 2217 and the said easterly line of Medina City Lot 3285, North 21 degrees 21 minutes 05 seconds East for a distance of 24.94 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

The above description contains a total area of 0.0180 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0180 acres), all of which are located within Medina County Auditor's Parcel number 028-19C-04-115.

The current source of title to the boundary herein described as of this writing recorded in Document Number ~~2015OR000000~~ in the records of Medina County.

EXHIBIT A

LPA RX 871 SH

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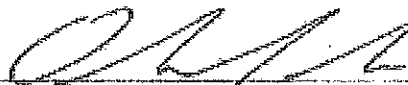
This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

Where described, iron pins set are 5/8" rebar, 30" long, with caps stamped "ASI PS 8759".

The stations referenced herein are from the plans known as MED - CR 0004 - 1547 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759

6-22-2021  
Date



**EXHIBIT B**  
**TO**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 17-SH  
MED-CR 0004-15.47 / 112540

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

N/A

LPA RE 807  
Rev. 10/2017

TE  
LPA

### TEMPORARY EASEMENT

SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Medina, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 80-T1, T2, T3

MED-CR.0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-21-247 and 028-19A-21-248  
Prior Instrument Reference: Instrument No. 2022OR006300, Medina County Recorder's Office.

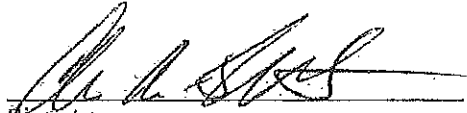
To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF, SUNSTONE MANAGEMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY has caused its name to be subscribed by Christopher A. Talbert, its duly authorized Manager, and its duly authorized agent on the 29<sup>th</sup> day of March, 2022.

SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company

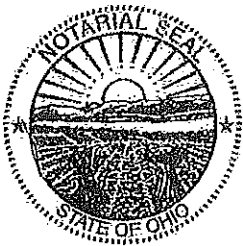
  
Signature

CHRISTOPHER A. TALBERT Manager  
Name and Title

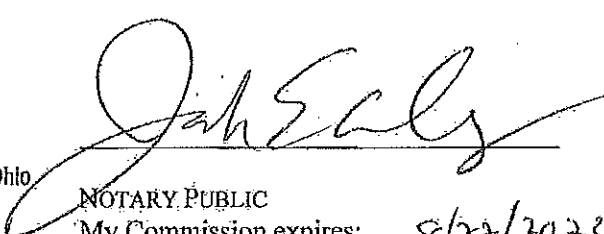
STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 29<sup>th</sup> day of March, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Christopher A. Talbert who acknowledged being the Manager and duly authorized agent of SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Christopher A. Talbert with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JOSEPH E. ALMADRY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023

  
NOTARY PUBLIC

My Commission expires:

8/22/2023

This document was prepared by or for the City of Medina on forms approved by the Ohio Attorney General's Office.

**EXHIBIT A**

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

Page 1 of 2

Rev. 07/09

PID 112540

**PARCEL 80-T1  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAINS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 365 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~<sup>\*\*</sup> \* SUNSTONE MANAGEMENT, LLC  
<sup>\*\* 2022OR006300</sup>

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59, and being the **TRUE POINT OF BEGINNING** of the parcel herein described; \* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 365, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.06 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53; \* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, for the following three courses: \* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53;

**EXHIBIT A**

LPA RX 887 T

- 2. North 89 degrees 38 minutes 34 seconds East for a distance of 10.15 feet to a point on the easterly line of the said Medina City Lot 365 and on the westerly line of the said Medina City Lot 363, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+63.68;
- 3. Along the said easterly line of Medina City Lot 365 and the said westerly line of Medina City Lot 363, South 00 degrees 01 minutes 35 seconds East for a distance of 15.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

The above description contains a total area of 0.0035 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0035 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-248.


The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019OR002510 and 2005OR031228~~ in the records of Medina County.  
\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR.0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QMS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T2  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~ by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~. \*\* \* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said Christopher A. Talbert and Barbara A. Talbert tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, North **89 degrees 38 minutes 34 seconds East** for a distance of **32.52 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, for the following three courses:

\* SUNSTONE MANAGEMENT, LLC

1. North **00 degrees 21 minutes 26 seconds West** for a distance of **15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11;



**EXHIBIT A**

LPA RX 887 T

- 2. North 89 degrees 38 minutes 34 seconds East for a distance of 10.00 feet to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;
- 3. South 00 degrees 21 minutes 26 seconds East for a distance of 15.00 feet to a point on the said existing northerly right-of-way line of Smith Road, on the said southerly line of Medina City Lot 363, and on the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;

Thence along the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and the said southerly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of 0.0034 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-248.

The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019OR002510 and 2020OR0031228~~ in the records of Medina County.

\*\* 2022OR008300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
 Andrew T. Jordan  
 Registered Professional Surveyor No. 8759



6-22-2021  
 Date

**EXHIBIT A**

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Rev. 07/09

LPA RX 887 T

*GWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T3  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~<sup>\*\*</sup>

\* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southeast corner of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, and being the southwest corner of the tract conveyed to Kotecki Family Memorials, LLC, an Ohio limited liability company by the instrument filed as Document Number 2008OR023124, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract, **South 89 degrees 38 minutes 34 seconds West for a distance 14.46 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~<sup>\*</sup> tract and the said Medina City Lot 363, **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

**EXHIBIT A**

LPA RX 887 T

Page 2 of 2

Rev. 07/09

Thence continuing through the said ~~Christopher A. Talbot and Barbara A. Talbot~~ tract and the said Medina City Lot 363, North 89 degrees 38 minutes 34 seconds East for a distance of 14.47 feet to a point on the easterly line of the said ~~Christopher A. Talbot~~ tract, and being on the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

\* SUNSTONE MANAGEMENT, LLO

Thence along the said easterly line of the ~~Christopher A. Talbot and Barbara A. Talbot~~ tract and the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, South 00 degrees 18 minutes 26 seconds East for a distance of 15.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLO

The above description contains a total area of 0.0050 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0050 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-247.

The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019CR002510 and 2005CR001228~~ in the records of Medina County.

\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.



Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 80-T1, T2, T3  
MED-CR 0004-15.47/112540

The purpose of this Agreement is to allow the City of Medina, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the lease of the property described in Exhibit A.

This Agreement is by and between the City of Medina, Ohio ["LPA"] and SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$300.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after \_\_\_\_\_, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$300.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$300.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$300.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

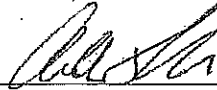
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the City of Medina, Ohio, and SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures:

SUNSTONE MANAGEMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY



Signature

Christopher A. Talbert manager

Print Name and Title

Date:

3/29/22

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Dennis Hanwell  
Mayor

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

STATE OF OHIO, COUNTY OF Medina ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, Mayor, the duly authorized representative of the City of Medina, Ohio, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Medina, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by or for the City of Medina, Ohio on forms approved by the Ohio Attorney General's Office.



**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T1  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAINS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 365 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~ by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~ \* SUNSTONE MANAGEMENT, LLC  
\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59, and being the **TRUE POINT OF BEGINNING** of the parcel herein described; \* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 365, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.06 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53; \* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, for the following three courses; \* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+53.53;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

- 2. North 89 degrees 38 minutes 34 seconds East for a distance of 10.15 feet to a point on the easterly line of the said Medina City Lot 365 and on the westerly line of the said Medina City Lot 363, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+63.68;
- 3. Along the said easterly line of Medina City Lot 365 and the said westerly line of Medina City Lot 363, South 00 degrees 01 minutes 35 seconds East for a distance of 15.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described.

The above description contains a total area of 0.0035 acres, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0035 acres), all of which are located within Medina County Auditor's Parcel number 028-19A-21-248.

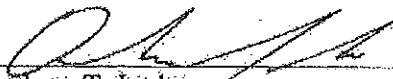
The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019OR002510 and 2005OR011228~~ in the records of Medina County, \* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QWS*

Ver. Date 06/22/2021

PID 112540

**PARCEL 80-T2  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~ by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031228~~.\*\* \* SUNSTONE MANAGEMENT, LLC

\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**COMMENCING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 365, at the southwest corner of the said Medina City Lot 363, and being on the southerly line of the said Christopher A. Talbert and Barbara A. Talbert tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+63.59;

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, **North 89 degrees 38 minutes 34 seconds East for a distance of 32.52 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, for the following three courses:

\* SUNSTONE MANAGEMENT, LLC

1. **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 100+96.11;

**EXHIBIT A**

LPA RX-887 T

- 2. **North 89 degrees 38 minutes 34 seconds East for a distance of 10.00 feet to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;**
- 3. **South 00 degrees 21 minutes 26 seconds East for a distance of 15.00 feet to a point on the said existing northerly right-of-way line of Smith Road, on the said southerly line of Medina City Lot 363, and on the said southerly line of the ~~Christopher A. Talbot and Barbara A. Talbot~~ tract, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+06.11;**

Thence along the said existing northerly right-of-way line of Smith Road, the said southerly line of Medina City Lot 363, and the said southerly line of the ~~Christopher A. Talbot and Barbara A. Talbot~~ tract, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet to the TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of **0.0034 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0034 acres), all of which are located within Medina County Auditor's Parcel number **028-19A-21-248**.

The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2020OR031228~~** in the records of Medina County.

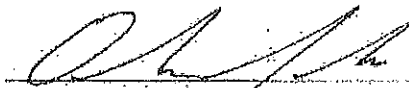
\*\* 2022OR006300

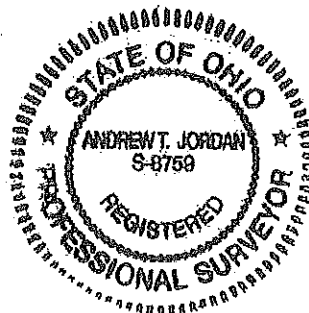
This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
 Andrew T. Jordan  
 Registered Professional Surveyor No. 8759



6-22-2021  
 Date

**EXHIBIT A**

Page 1 of 2

Rev. 07/09

LPA RX 887 T

*QWS*

Ver. Date: 06/22/2021

PID 112540

**PARCEL 80-T3  
MED-CR 0004-15.47  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONNECT DRAIN  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, being in Original Lot 81 of Medina Township, Township 3 North, Range 14 West of the Connecticut Western Reserve, and being a tract of land lying in Medina City Lot 363 as shown in M. H. Peak's Plat Part of Medina Town as recorded in Deed Book K, page 271 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated), as conveyed to ~~Christopher A. Talbert and Barbara A. Talbert~~ by the instruments filed as Document Numbers ~~2019OR002510 and 2005OR031220~~.

\* SUNSTONE MANAGEMENT, LLC  
\*\* 2022OR006300

Being a parcel of land lying on the left side of the centerline of right-of-way of Smith Road (60' R/W - Public) and being more particularly described as follows:

**BEGINNING FOR REFERENCE** at a point on the existing northerly right-of-way line of Smith Road, on the southerly line of the said Medina City Lot 363, being the southeast corner of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, and being the southwest corner of the tract conveyed to Kotecki Family Memorials, LLC, an Ohio limited liability company by the instrument filed as Document Number 2008OR023124, said point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+52.00 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said existing northerly right-of-way line of Smith Road, the southerly line of the said Medina City Lot 363, and the southerly line of the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract, **South 89 degrees 38 minutes 34 seconds West for a distance 14.46 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

Thence crossing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract and the said Medina City Lot 363, **North 00 degrees 21 minutes 26 seconds West for a distance of 15.00 feet** to a point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+37.54;

\* SUNSTONE MANAGEMENT, LLC

**EXHIBIT A**

LPA RX 887 T

Rev. 07/09

Thence continuing through the said ~~Christopher A. Talbert and Barbara A. Talbert~~ tract and the said Medina City Lot 363, **North 89 degrees 38 minutes 34 seconds East for a distance of 14.47 feet** to a point on the easterly line of the said ~~Christopher A. Talbert~~ tract, and being on the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, said point being 45.00 feet left of the centerline of right-of-way of Smith Road station 101+52.01;

\* SUNSTONE MANAGEMENT, LLC

Thence along the said easterly line of the ~~Christopher A. Talbert and Barbara A. Talbert~~ tract and the westerly line of the said Kotecki Family Memorials, LLC, an Ohio limited liability company tract, **South 00 degrees 18 minutes 26 seconds East for a distance of 15.00 feet to the TRUE POINT OF BEGINNING** of the parcel herein described.

\* SUNSTONE MANAGEMENT, LLC

The above description contains a total area of **0.0050 acres**, (0.0000 acres are located within the Present Road Occupied resulting in a net take of 0.0050 acres), all of which are located within Medina County Auditor's **Parcel number 028-19A-21-247**.

The current source of title to the boundary herein described as of this writing recorded in **Document Numbers ~~2019OR002510 and 2005OR031226~~** in the records of Medina County.

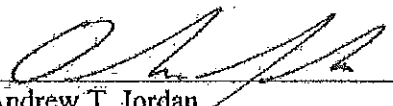
\*\* 2022OR006300

This description was prepared by Andrew T. Jordan, Ohio Registered Professional Surveyor number 8759, and is based on an actual field survey conducted by American Structurepoint Inc. in October of 2020, and is true and correct to the best of my knowledge and belief.

The bearings for this description are based on Grid North, reference North 89 degrees 12 minutes 02 seconds East for the existing centerline of right-of-way for W. Smith Road, as referenced to The Ohio State Plane Coordinate system (North Zone) and the North American Datum of 1983 (2011 Adjustment) as established utilizing a GPS survey and NGS OPUS solution.

The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.

  
Andrew T. Jordan  
Registered Professional Surveyor No. 8759



6-22-2021  
Date

**EXHIBIT B**  
**TO**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 80-T1, T2, T3  
MED-CR 0004-15.47 / 112540

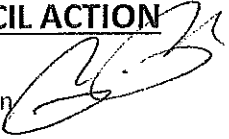
If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

-N/A

**REQUEST FOR COUNCIL ACTION**

OK  
as advised  
4-5-2022

NO. RCMA 22-091-4/11

FROM: Patrick Patton   
DATE: April 5, 2022  
SUBJECT: West Smith Road Appropriation

COMMITTEE REFERRAL: Finance

In order to be able to be able to bid and construct the West Smith Road Reconstruction, Phase 4, the City was required to acquire easements and real property from fifteen (15) property owners within the corridor. As required by ODOT, the City engaged a right of way consultant to acquire these easements and right of ways.

To date, the right of way consultant has been able to reach an agreement with all but one property owner. The City has a deadline of May 15, 2022 to finalize right of way acquisition. If we do not complete right of way acquisition, the City could risk losing the federal funding awarded for this project.

While the right of way consultant will continue to pursue an agreement with the property owner, in order to avoid missing our acquisition deadline, at this time we believe we must request Council authorization to allow the Law Director to begin appropriation proceedings against this property owner:

PARCEL	OWNER	PARCEL #	TYPE	FMVE	ADDITIONAL AMOUNT	TOTAL OFFER
82	Kotecki Family Memorials, LLC, an Ohio Limited Liability Company	028-19A-21-246	Temporary Easement	\$300.		\$300.

Thank you for your consideration.

ESTIMATED COST: \$300

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number: 108-0610-54411

Emergency Clause Requested: Yes

Reason: Right of Way acquisition is an important milestone in the ODOT project development process; failure to meet this deadline (May 15, 2022) can delay the project and risk the potential loss of our federal funding.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



*OK  
Ref + Approved  
4-6-2022*

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-092-4/11  
*Finance*

**FROM:** Nino Piccoli Service Director  
**DATE:** April 5, 2022  
**SUBJECT:** Expenditure Approval

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization for the purchase of (1) Envirosight Rovver X System sewer camera with accessories from Best Equipment Company. This unit will be utilized for televising the City storm sewer system. The purchase involves a trade of the current City owned 2005 model Rovver X Camera system. The trade-in value is \$10,000.00. This purchase will be made through the State of Ohio Cooperative Bid process State Contract STS: Envirosight STS670 Contract # 800566. Total cost including trade-in value is \$91,769.00

**Suggested Funding: \$91,769.00**

- Sufficient funds in Account No. 105-0610-54413
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested: NO**  
**Reason:**

---

**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**



SALES | SERVICE | PARTS

---

EXPERTS IN MUNICIPAL AND CONTRACTOR  
ENVIRONMENTAL SOLUTIONS SINCE 1917

# Sales Proposal for Medina, OH

---

**PREPARED ESPECIALLY FOR**

Andre Goe  
Street Superintendent  
Medina, OH

**PREPARED BY**

Jerry Schroeder  
Envirosight Specialist  
Best Equipment Company, Inc.

Document Prepared On: March 31, 2022

# Equipment and Pricing

<b>PREPARED ESPECIALLY FOR:</b>	<b>PREPARED BY:</b>
Andre Goe Street Superintendent Medina, OH	Jerry Schroeder Envirosight Specialist Best Equipment Company, Inc.
<b>PROCUREMENT</b>	<b>PAYMENT TERMS</b>
State Contract Ohio STS: EnviroSight STS670 Contract #800566	Invoice
<b>PRICING VALID FOR</b>	<b>EQUIPMENT DELIVERY</b>
30 Days	To Medina, OH

PRODUCT	PRICE	QUANTITY	SUBTOTAL
Envirosight Rover X system and accessories See below document for detailed description	\$101,769.00	1	\$101,769.00
Trade in of existing Rover X system and accessories Includes the following items: -VC200 Controller -RX130 Crawler -RCX90 Pan/Tilt/Zoom Camera -RA300 Cable Reel -Electronic Camera Elevator -(6) Small Rubber Wheels -(4) Medium Rubber Wheels -(4) Medium Grease Wheels -(4) Large Rubber Wheels -(4) XXL Rubber Wheels -Tiger Tail	-\$10,000.00	1	-\$10,000.00
		Subtotal	<b>\$91,769.00</b>
		<b>Total</b>	<b>\$91,769.00</b>

**NOTES**

# Terms and Conditions

## Quotation

This document is for quotation purposes only. Do not pay from this quotation. An invoice will be prepared and sent for final total due.

## New Equipment Warranty Terms

For new equipment sales, Standard Manufacturers warranty apply. Warranty Statements are available upon request.

## Used Equipment Warranty Terms

Used Equipment is sold as is, where is, with no warranty stated or implied.

## Taxes

If any tax figures are included, they are deemed reliable but not guaranteed. Exact taxes will be calculated at the time of invoice.

## Trade Title

A copy of trade title, if applicable, is due at time of the agreement. Original trade title is due at delivery of purchased equipment.

## Payment

All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between the Seller and Buyer. Contractors are COD.

## Delivery

Delivery dates are estimations. Best Equipment Company, Inc. does not guarantee delivery dates. Best Equipment Company, Inc. is not financially responsible for lost time, revenue, or any other losses. Liability of the goods/equipment in this sales quote transfers to the buyer, once the equipment is unloaded /delivered to the buyer, as acknowledged by the signature of this sales quote.

## COVID and Supply Chain

Due to the volatile nature of the market and ongoing supply chain constraints, prices and lead times are subject to change without notice.

# Acceptance

Sign Below for Acceptance of this Sales Proposal and all Terms and Conditions.

This agreement is binding. By signing, you agree that you are authorized to enter into this contract.

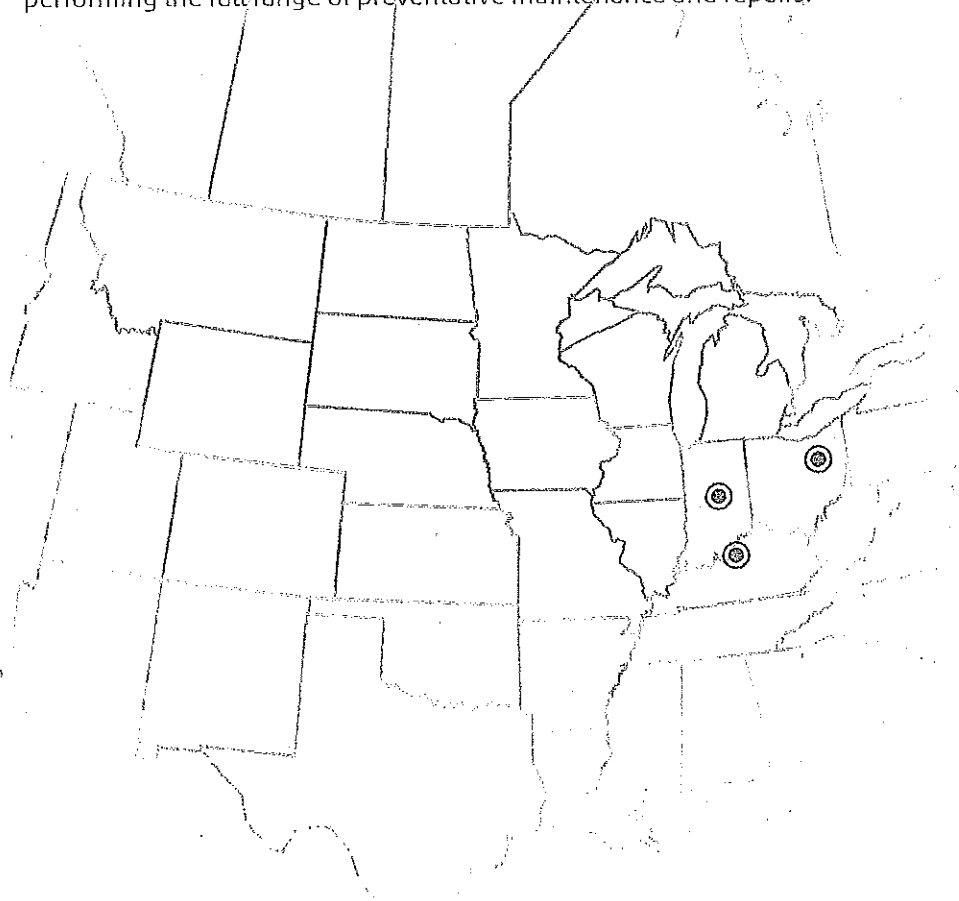
Andre Goe  
Street Superintendent  
Medina, OH



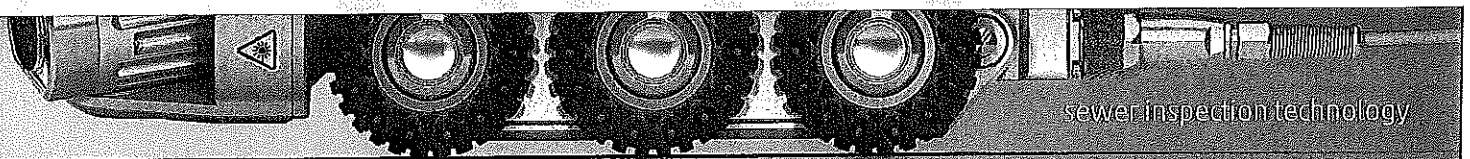
Sales Tax Exempt

# Meet Best Equipment

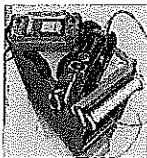

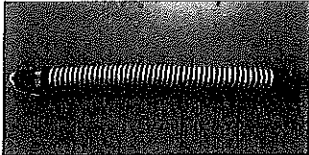
As EnviroSight's exclusive sales partner in Ohio, Indiana and Kentucky, Best Equipment stands ready to deliver on-site support and factory-authorized service. The sales and service personnel at Best Equipment have undergone extensive training, making them your on-call experts for anything related to pipe infrastructure inspection. Additionally, Best Equipment is an EnviroSight-certified service facility, stocking a broad inventory of service parts and capable of performing the full range of preventative maintenance and repairs.



**EnviroSight**



sewer inspection technology

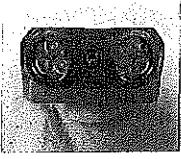
qty	part no.	item	amount	Subtotal
1	E -RX-SYS-TRUCK-BASIC-21	Rovver X Basic System System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$78,882.00	\$78,882.00
				
1	E -543-0800-00	RED130L Upgrade Kit RED130L Upgrade Kit	\$9,600.00	\$9,600.00
1	E-000-0035-00	Top Manhole Cable Roller for RVX Top Manhole Cable Roller for RVX	\$433.00	\$433.00
				
1	E-000-0036-00	Tyger Tail 2" for manhole bottom cable RVX Tyger Tail 2" for manhole bottom cable RVX	\$76.00	\$76.00
				

**Envirosight**

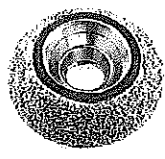
sewer inspection technology



1	E -559-0900-03	RAL200 RX Aux Light w/ Rear Camera RX Aux Light RAL200 w/ Rear Camera, QCD - LED auxiliary light RAL200 with QCD auxiliary connector and with backeye-camera for crawler RX130 6-High powered LED and reflectors for DN200 up to DN600	\$4,182.00	\$4,182.00
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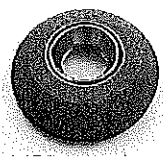
4	E -080-0710-00	Large Aggressive Wheel QC Quick Change Large Aggressive Wheel D145x52 / d12	\$622.00	\$2,488.00
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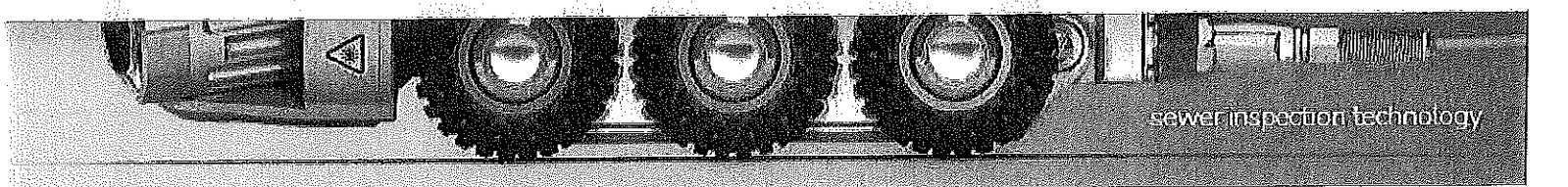
4	E -080-0711-00	Medium Aggressive Wheel QC Quick Change 8" Medium Aggressive Wheel D120x31 / d12	\$607.00	\$2,428.00
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4	E -080-0706-00	Medium Grease Wheel QC QuickChange Medium Grease Wheel for RX130 D120 x 31 / d12	\$352.00	\$1,408.00
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**Envirosight**



sewer inspection technology

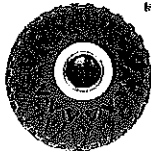
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4

E-080-0704-02 XL Rubber Wheel QC

\$568.00 \$2,272.00

QuickChange XL Rubber Wheel RX130  
D175x78 / d12 (QTY 1)



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total: **\$101,769.00**

## Warranty

Envirosight LLC (Envirosight) guarantees this product to be free from defects in materials and manufacturing. EnviroSight's obligation under this Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within one (1) years from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of EnviroSight's equipment. This Warranty shall not apply to any equipment that has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage or other misuse. This Warranty applies only to the original purchaser and cannot be assigned or transferred to any third party without express written consent of EnviroSight. The warranty does not apply to expendable items or normal wear and tear or failure due to overheating or radiation exposure. Additionally, EnviroSight assumes no responsibility, either expressed or implied, regarding the improper usage of this equipment or interpretation of test data derived from this product.

**Envirosight**

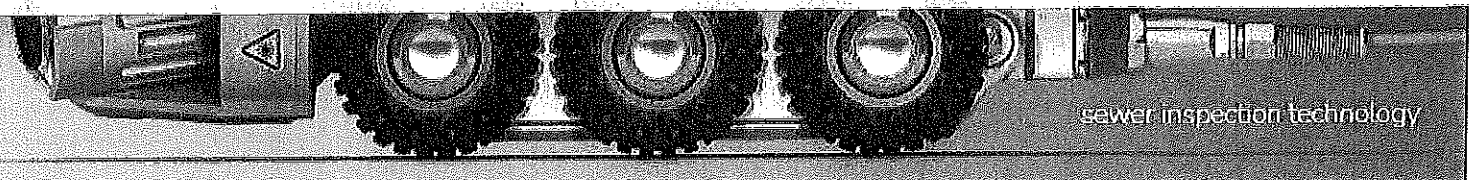


sewer inspection technology

Envirosight's responsibility and obligations, in all cases, are limited strictly to the repair and/or replacement cost as outlined above. This warranty shall be governed by the laws of the State of New Jersey. Note: In the event that the equipment cannot be returned to Envirosight, for whatever reason, the customer agrees to pay for all travel and living expenses incurred to have an Envirosight LLC representative evaluate, assess or affect a field warranty repair.

Envirosight is not responsible for shipping costs. After receiving and evaluating the product, Envirosight's product manager will contact you to discuss the warranty claim.

**Envirosight**



sewer inspection technology

RCA 22-093-4/118  
Finance Only  
OK  
Dr. Hamel  
4-6-2022

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/31/2022

Department: Police Department

Amount: \$25,000.00

B.O.C. Approval Date: \_\_\_\_\_

Account Number: 106-0102-53315

Vendor: Vance's Law Enforcement

Department head/Authorized signature:   
Chief Edward R. Kinney

Item/Description: Purchase of 23 TASERS, magazines and holsters for replacement of old, obsolete models no longer serviced.

Not to exceed \$25,000.00

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised:

6/1/2018



Send PO's To:  
 3723 Cleveland Ave  
 Columbus, OH 43224  
 ph (614)471-0712  
 fx (614)471-2134

Remit Pymt To:  
 4250 Alum Creek Dr  
 Obetz, OH 43207  
 ph (614)489-5025  
 fx (614)489-5077

Account Name MEDINA POLICE DEPARTMENT  
 Contact Name Ofc. James Tighe  
 Bill To 150 W. FRIENDSHIP ST.  
 MEDINA, OH 44256  
 Phone 330-725-7777  
 Email jtighe@medinaoh.org

Date 3/29/2022  
 Quote Number 00045418  
 Prepared By Shawn Herman

Quantity	Style	Product Family	Description	Unit Quantity	Sales Price	Total Price
23.00	11002	Taser	X26P Conducted Electrical Weapon, Black - Handle Only (No Power Magazine, Choose One)	Each	\$964.05	\$22,173.15
23.00	22010	Taser	Performance Power Magazine (PPM) for X2 / X26P	Each	\$59.03	\$1,357.69
23.00	44HT00BK-R-B	Blackhawk	Duty Holster for Taser X26P, RH, Black (Taser #11501)	Each	\$57.62	\$1,325.26

Subtotal \$24,856.10  
 Trade In Value \$0.00  
 Shipping and Handling \$0.00  
 Tax \$0.00  
 Quote Grand Total \$24,856.10

Payment Details

Net 30   
 Check   
 Credit Card

Number of Days  
 Quote Valid

Quote Valid 30 Days

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_ GRV CODE \_\_\_\_\_  
 CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

OK  
Dr. Howell  
4-6-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-094-4/11  
Committee: Finance

**FROM:** Medina Recreation Center  
**DATE:** April 4, 2022  
**SUBJECT:** Sex Offender Policy Amendment

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Exhibit A of Ordinance 14-20 regarding the Rec Center's Sex Offender Policy. Due to the dissolution of the company that provided our previous scanning software, the verbiage in Exhibit A is outdated. In addition, we have simplified the policy and removed unnecessary procedures.

\*Pending Law Director's Approval

### Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

### Emergency Clause Requested:

Reason:

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

## **MCRC Sex Offender and Facility Usage Plan of Action**

### **Purpose**

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

### **Objective**

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

### **Plan of Action: Medina Rec Photo ID and Visitor Policy**

The Medina Community Recreation Center will require a state issued photo ID or school ID for all new members and visitors over the age of sixteen upon purchase of membership and day passes. A photo ID can be requested at any time by Medina Rec employees for verification of name, age, address, or eligibility for specific membership types and will be used to check patron against the National Sex Offender Registry. Photo ID may be required to pick children up from camps and programs.

All non-member visitors will be required to sign in on the daily pass log sheet. The only exception to the sign in log is for those attending large mass-gathering events like swim meets, basketball, special events and large rentals.

All new and renewing members and daily visitors will be checked against the National Sex Offender Registry. If a known sexual offender obtains or attempts to obtain facility access, they will be asked to leave and will be notified of our policy. It is not the intention for the MCRC to harass a sexual offender. The primary focus is awareness by selected staff employees of a convicted sexual offender in the MCRC.

This policy statement is to be delivered to the known sexual offender by the Manager On Duty (MOD) or Full Time Staff without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. The Policy Statement will be available at the MOD workstation at the front desk.

### **Policy Statement**

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive -- facility use, membership, programs and rentals.

In lieu of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

**ORDINANCE NO. 14-20**

**AN ORDINANCE ADOPTING A SEXUAL OFFENDER PLAN  
OF ACTION POLICY FOR THE MEDINA COMMUNITY  
RECREATION CENTER.**

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

- SEC. 1:** That the MCRC Plan of Action Sexual Offenders and Facility Usage Policy for the Medina Community Recreation Center is hereby adopted.
- SEC. 2:** That a copy of the Policy is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** January 27, 2020

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** January 28, 2020

**SIGNED:** Dennis Hanwell  
Mayor



## **MCRC Plan of Action Sexual Offenders and Facility Usage**

### **Introduction**

The Medina Community Recreation Center (MCRC) continually strives to provide a safe environment for patrons of all ages while in the facility. The MCRC has developed a Policy and Operations Manual, which established guidelines for the facility, and equipment usage, which ensure overall safety and consistency for all patrons. The Policy and Operations Manual is a working document, which is continually revised to address new situations and provide additional guidelines as the facility evolves.

### **Purpose**

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

### **Objective**

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender will not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

If a known sexual offender obtains or attempts to obtain facility access, it is not the intention for the MCRC to harass a sexual offender. It is also not the MCRC's intention to cause panic by alerting a patron regarding this individual or to conduct false accusations. The primary focus is awareness by selected staff employees of a convicted sexual offender while in the MCRC.

In the event a sexual offense should occur within the facility, the MCRC will document and report the incident for record keeping purposes; police reports; and, to ensure that this individual will not be permitted to enter the facility. Unfortunately, it is only after a person has otherwise committed an offense that the MCRC can apply this policy and prevent sexual offenders from entering the facility.

### **Policy and Procedure**

#### **Identifying**

The primary source for identifying a sexual offender is the use of the Safepoint portal. Safepoint provides a quick method to identify offenders by scanning a state issued ID card and comparing to the state database of convicted offenders. A negative return will display the patron's name in green print. A positive return generates a flashing red screen and accompanying data- date of birth, picture, height, weight and listed offense.

Secondary methods of identification, if necessary, include the Medina Sheriff website or the Family Watchdog website ([www.familywatchdog.us](http://www.familywatchdog.us)). Each website will perform a search of the state database of offenders for a keyed in name. Positive returns will include date of birth, picture, height, weight and listed offense.

As all attendees are checked at the time of entry/membership purchase, The MCRC photo id policy will lessen the result of an offender gaining access to the facility. Offenders identified will be denied access.

### **Refusal of Admission**

The Front Desk staff member should not confront the individual and therefore allow access into the facility. They will immediately radio the Manager on Duty (MOD) to report to the front desk to confirm the individual's identity. When the individual's identity is confirmed, the MOD will provide the offender a printed copy of the policy statement.

If there is any indication that this individual would display a violent reaction, any and all staff members are not to confront this individual and are to contact the police department for assistance.

The following is the order of authorized MCRC staff who are to approach a known sexual offender:

1. MOD
2. Full-time staff member
3. MCRC Director

### **Refusal to Exit Facility**

In the effort to provide safety for the MCRC staff, if the known sexual offender refuses to be escorted out of the facility, becomes argumentative and/or physically or verbally abusive, a MCRC staff member is **not** to participate in any confrontation.

The MCRC staff member will contact the police department for assistance and keep watch of the individual's location.

### **Reporting**

An MCRC Incident Report will be filled out and forwarded to all involved MCRC staff. Notation of an incident will be noted in the Manager on Duty Notebook / Shift Update and Front Desk Shift Update Report Binder.

**If an incident does occur, the Medina City Police Department will be notified immediately.**

### **Notification of Denial of Access**

#### *Membership Termination*

Once identity has been confirmed that a convicted sexual offender has purchased a membership, the Recreation Center Director and/or Parks Director will contact this member verbally informing them that their membership has been terminated immediately.

### **Refund**

#### *Membership*

When an individual purchases a membership and is later identified as a convicted sexual offender, they will be contacted and advised of the MCRC Policy in regard to convicted sexual offenders. If a membership refund is requested, the MCRC will follow normal refund request procedures. This request will be reviewed by the Recreation Center Director and/or Parks Director for approval.

## **MCRC Policy Statement**

### **Purpose**

The following statement is to be recited to an individual that has been convicted of a sexual offense in regard to refusing admission into the facility.

This statement is to be delivered without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. It is not the intent to cause public panic or cause public humiliation or embarrassment to the individual. If possible, the individual should be asked to step away from the front desk when a member of the public is present when this statement is delivered.

### **Policy Statement**

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive – facility use, membership, programs and rentals.

In furtherance of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

### **Policy Location**

The Policy Statement will be available at the Manager on Duty work station at the front desk.

**Policy Statement**  
**(Sexual Offenders and Facility Usage)**

- The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.
- This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.
- The denial of access is all-inclusive – facility use, membership, programs and rentals.
- In furtherance of this policy, this is to inform you that you are denied access into the MCRC facility.
- If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.
- Any future attempts to enter the facility will directly result in police assistance.

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-095-4/11  
Committee: Finance

**FROM:** Medina Recreation Center JSW  
**DATE:** April 6, 2022  
**SUBJECT:** Part Time Employee Membership Incentive discussion

**SUMMARY AND BACKGROUND:**

The Medina Community Recreation Center respectfully requests Council to approve a membership incentive for all Part Time Rec Center Employees. We propose that all part time employees who average ten hours per week be eligible for a free monthly membership. This would help familiarize staff with the equipment, enable them to use all of the facility's amenities, and provide an incentive for employment.

The goal of this request is to help retain employees as well as attract new hires for our part time positions.

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested: NO**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-096-4/11

FROM: Medina Recreation Center <sup>(SSC)</sup>

Committee: Finance

DATE: April 6, 2022

SUBJECT: Amendment to Ordinance 55-17 Rec for Membership Rates

**SUMMARY AND BACKGROUND:**

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Ordinance 55-17 regarding Membership Rates. We are planning to enable online sales of memberships in an effort to provide more streamlined customer service at our front desk. With our current membership rate structure, our membership software cannot process a resident vs. universal rate structure and also determine if a customer is a new or renewing member, so we have not been able to offer online membership sales.

With a simplification of the rate structure, we will be able allow online membership sales and start a targeted email campaign for lapsed memberships. The renewal rate was initially offered as an incentive to prevent patrons from letting their membership lapse, but it has not proven as effective as initially intended in 2011. Therefore, we request the deletion of the Renewal rates.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

ANNUAL MEMBERSHIP RATES				
Effective January 1, 2017	Resident/School District		Universal Member	
	New	Renewal	New	Renewal
Youth/College	\$173.00	\$161.00	\$240.00	\$225.00
Adult	\$250.00	\$229.00	\$347.00	\$320.00
Senior	\$130.00	\$120.00	\$152.00	\$138.00
2-Person	\$426.00	\$395.00	\$594.00	\$552.00
Family	\$564.00	\$527.00	\$785.00	\$738.00

#### MEMBERSHIP CATEGORIES AND DEFINITIONS

“City/School District Residents” are defined as people who live within the Medina City limits *OR* within the Medina City School District *OR* who pay city property tax *AND* pay city income tax.

“Universal Member” is defined as people who live outside the Medina City limits *AND* outside the Medina City School District.

“Non-Members” are defined as people who do not purchase annual memberships.

“Adult” is defined as any person 18 years of age or older.

“Youth/Student” is defined as any person age 3-17 or any college student age 18-25 with a current college ID card. A discounted low income membership is available to youth who qualify (see Low Income Memberships)

“Senior” is defined as any person 60 years of age and older.

“2-Person” is defined as two adults (ages 18-59) who reside in the same household.

“Family” is defined as a parent, legally married parents, or guardian and all children (17 & under) and/or current college student(s) age 18-25 residing in the same household. This fee is established for up to five family members, with each added member costing an additional \$35.

“Corporate Member” – see Corporate/Business Membership Policy

#### CORPORATE MEMBERSHIP RATES\*

Discount	Res. Rate	10% off	15% off	20% off	30% off
No. of Employees	5 – 24	25 – 49	50 - 99	100 – 174	175+

\*Corporate rates are a percentage deducted off of the City/SD rate based on the number of applications submitted upon start or renewal. New corporate memberships start at a 20% discount for the first year then are based on the number of memberships purchased at the time of renewal.

Daily Pass Rate:	\$7.00 per person
Group Discount Rate:	
Group of 10 to 25	\$5.00 per person
Group of more than 25	\$4.00 per person
Aquatics Area Only Day Pass	\$4.00 per person
Daily Pass Punch Cards:	
5 Visit Daily Pass Punch Card	\$25.00
10 Visit Daily Pass Punch Card	\$50.00
5 Visit Daily Pass Punch Card for individuals or organizations that serve special needs populations	\$15.00
Military Day Pass	\$3.00 per person
Qualified Veteran Day Pass	\$3.00 per person
Special Event Day Pass	\$1.00-\$3.00 per person (depending on event)

### SUMMER SPECIAL MEMBERSHIP

Summer Special Membership is a three month membership that starts between May 1<sup>st</sup> and July 1<sup>st</sup> and ends exactly three months from the start date. (Does not include access to outdoor Municipal Pool.)

Effective January 1, 2017	Resident/School District	Universal Member
Youth/College	\$92	\$137
Adult	\$92	\$137
Senior	\$92	\$137
Family	\$246	\$355

A. Current members registered under the Facility Membership plan are eligible for the renewal rates if they renew before their expiration date.

B. Members of any Medina City Board or Commission, as established in Part One, Title Seven

of the Administrative Code of the City of Medina or created by ordinance of Council, may be permitted to purchase or renew their Medina Community Recreation Center membership at the City's corporate membership rate.

C. Low Income Memberships are available to youth who qualify for the National School Lunch Program, and apply a 50% discount to a youth, youth plus one adult, or a full family membership that includes the qualifying youth. The adult must be a parent or guardian of the qualifying youth.

D. Active Military qualifies for an annual membership discount of 15% off resident rates upon submission of verification paperwork. Active Military personnel on leave are eligible for two weeks free admission to the Recreation Center with dated verification of leave paperwork.

E. Challenged Individual Reduced Rate Verified mentally or physically challenged individuals shall be reviewed on a case by case basis and will be charged the Senior Rate.