

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 25, 2022
Medina City Hall – Council Rotunda
7:30 p.m.

Public Hearing.

To consider the rezoning of 881 Lafayette Road, parcel numbers 028-19C-08-067 and 028-19C-08-005, from I-1 (Industrial) to C-3 (General Commercial).

Call to Order.

Roll Call.

Reading of minutes. (April 11, 2022)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointment.

Brian Harr – CRA Housing Council – Exp. 12/31/24

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 77-22, Ord. 78-22, Ord. 79-22, Ord. 80-22, Ord. 81-22, Ord. 82-22, Res. 83-22, Ord. 84-22, Ord. 85-22, Ord. 86-22, Ord. 87-22, Ord. 88-22, Ord. 89-22, Ord. 90-22

Ord. 77-22

An Ordinance authorizing the Mayor to execute an Amendment to Lease Agreement (renewal) with Williams Scotsman, Inc. for the lease of a flex portable building for the Medina Municipal Court.

Ord. 78-22

An Ordinance authorizing the payment to Solid Ground Construction for the Private Home Rehabilitation at 420 North Jefferson Street, as part of the PY20 CHIP Grant Program.
(emergency clause requested)

Ord. 79-22

An Ordinance authorizing the expenditure of \$15,000.00 to Medina Excavating for the demolition of the building and restoration of the property located at 368 Foundry Street, Medina.

Ord. 80-22

An Ordinance authorizing the Mayor to enter into a Client Professional Services Agreement with Poggemeyer Design Group for consulting services and to make an application for the PY22 Community Housing Impact and Preservation (CHIP) Grant Program.
(emergency clause requested)

Ord. 81-22

An Ordinance authorizing the purchase of forty-five (45) P25 Unication Pagers from Mitchell Communications for the Fire Department.
(emergency clause requested)

Ord. 82-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the South Prospect Street Reconstruction Project.

Res. 83-22

A Resolution authorizing the Mayor to submit a request for federal grant funds for the State Road Reconstruction Project.
(emergency clause requested)

Ord. 84-22

An Ordinance authorizing the Mayor to grant a Fiber Equipment Easement for Medina Fiber to locate their facilities on City owned property.

Ord. 85-22

An Ordinance authorizing the Mayor to enter into a Contract for Right of Entry relative to the West Smith Reconstruction Project.
(emergency clause requested)

Ord. 86-22

An Ordinance accepting a Right-of-Way Dedication Plat of part of Smith Road and Medina Street.
(emergency clause requested)

Ord. 87-22

An Ordinance authorizing the Mayor to accept Easements and Contracts for Right of Entry necessary for the West Smith Reconstruction Project.
(emergency clause requested)

Ord. 88-22

An Ordinance authorizing the purchase of one (1) Envirosight Rover X System Sewer Camera from Best Equipment Company for the Street Department.

Medina City Council
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Ord. 89-22

An Ordinance amending Ord. 55-17, passed April 24, 2017, relative to Membership Rates for the Medina Community Recreation Center.

Ord. 90-22

An Ordinance repealing and replacing Ordinance No. 14-20, passed January 27, 2020, relative to the Sexual Offender Plan of Action Policy for the Medina Community Recreation Center.

Council comments.

Adjournment.

REQUEST FOR COUNCIL ACTION

From: Andrew Dutton

No. RCA 22-061-3/14

Date: 3/11/2022

Committee: Finance

Subject: Zoning Map Amendment to change the zoning of 881 Lafayette Road, with parcel numbers 028-19C-08-067 and 028-19C-08-005, from I-1(Industrial) to C-3 (General Commercial).

Summary and Background:

The applicant, Medina Metropolitan Housing Authority, has requested a Zoning Map Amendment to change the zoning of the subject property at 881 Lafayette Road from I-1 to C-3. Though not required for a Zoning Map Amendment application, the applicant has indicated that the purpose of the rezoning is to develop the site for a multi-family residential development.

At the March 10, 2022 Planning Commission meeting, the Commission reviewed the application and voted unanimously to recommend **approval** of the Zoning Map Amendment request.

As the Zoning Map Amendment request requires a public hearing before City Council, staff suggest the following timeline:

- Finance Committee – 3/14 (Schedule the Public Hearing)
- 30 Day notice period required for a public hearing
- Council Public Hearing – 4/25
- Council Review of Ordinance – 5/9

Included with this request are the application, staff report, and draft minutes from the Planning Commission's meeting on 3/10/22.

Estimated Cost: N/A

Suggested Funding

Sufficient funds in Account:

Transfer needed From:

To:

New Appropriation needed in Account:

*Coyne - 3 readings
 4 ways - 3 phase approach -
 transitional housing
 Jess - located on property from County?
 Regi - 11 apts - only 10 avail for residency.*

Emergency Clause Requested: Yes No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *3/14/22 - schedule pub. Hrg. 4/25
 Notice sent 3-17-22
 4/25/22 - Public Hrg.*

Ord./Res.
Date:

Kathy Patton

4-25-22
Public Hrg - Rezoning

FOR

Subject: FW: rezoning for supportive housing

FYI

From: Pam Branscome <pambranscome@gmail.com>

Sent: Tuesday, April 12, 2022 7:26 PM

To: Sherry Crow <scrow@medinaoh.org>

Subject: rezoning for supportive housing

A message for Mayor Hanwell:

I just learned that on April 25 the city will consider rezoning two parcels that could be used for supportive housing near the Juvenile Detention Center. I cannot attend because I have a Medina Chorus rehearsal that evening, but I wholeheartedly and enthusiastically support this move. I have seen homeless hanging around. Residents of the city don't like seeing tents pitched along Pearl Road. I had a conversation with a young cop about where the homeless go at night, since they can't be in the square or other public spaces without being chased away. He couldn't tell me. I am disappointed that our fair city has nowhere for the homeless to go. They must beg hotel money from local pastors, which means good church folks in town are footing the bill, if sporadically. We can do better! The lots near the Detention Center would be a good place for something to be built. Let's do it!

Rev. Pam Branscome

Member of UCC Congregational 217 East Liberty

6480 Livia Lane

Medina, OH

Pamela Branscome

"Where people sing, there you dwell in peace, for evil men have no songs." --Goethe



**Habitat
for Humanity
of Medina County**

233 Lafayette Rd.
Medina, OH 44256
Phone: 330.722.4494
Web: www.medinahabitat.org

April 12, 2022

Mayor Dennis Hanwell
132 North Elmwood Ave
Medina, OH 44256

Rick Dumperth
President

Derek Rance
Vice President

Pat George
Secretary

Tom Kotick
Treasurer

Dear Mayor Hanwell & Medina City Council Representatives,

On behalf of the Habitat for Humanity Board of Directors, I want to thank you for your continued support of Habitat's work here in Medina County.

Habitat is committed to the vision to see a world where everyone has a decent place to live and views the entire housing spectrum from homeless prevention to homeownership as important to our county's success. This perspective led Habitat to participate in the development of the 'Coordinated Plan to Prevent and End Homelessness' through the Medina County Housing Network. One of the key components of the plan's housing crisis response system is the need for more permanent supportive housing (PSH) units here in Medina County.

Habitat for Humanity is aware of Medina Metropolitan Housing Authority's (MMHA) zoning change request for 881 Lafayette Rd. The approval of this change will allow MMHA to develop this site with 11-units of PSH. The Habitat for Humanity Board of Directors are in full support of this development and sees this as a vital part of the plan to prevent and end homelessness here in Medina County.

Thank you for your continued support of Habitat and all the organizations that work to provide safe, decent, and affordable housing for residents of Medina County.

Sincerely,

Tom O'Connell
Executive Director

- Dan Calvin
- Chuck Hollingsworth
- William Hutson
- Bill Laux
- Pat McNeill
- Pat Neal
- Jaclyn Ringsmeier
- Joan Rundle
- Tracey Ruffin
- Ashley Sorgen
- Cindy Steeb
- Jinny Widowski



A world where **everyone** has a decent place to live

Medina County Gazette - Legal Advertising
Please publish once: March 22, 2022

NOTICE OF PUBLIC HEARING

Medina City Council will hold a public hearing Monday, April 25, 2022 at 7:30 p.m. in the Council Rotunda of the Medina City Hall located at 132 North Elmwood Avenue, Medina, Ohio.

The public hearing is to consider the rezoning of the following property: 881 Lafayette Road, Permanent Parcel numbers 028-19C-08-067 and 028-19C-08-005, from I-1 (Industrial) to C-3 (General Commercial).

Interested persons are requested to appear and voice their opinions thereto.

By order of the Council of the City of Medina, Ohio.

Kathy Patton, CMC, Clerk of Council
City of Medina



BOARDS & COMMISSIONS APPLICATION

132 North Elmwood Avenue
Phone: 330-722-9023
Fax: 330-722-9045
www.medinaoh.org

Application Number P22-07

GENERAL	Date of Application <u>2/16/2022</u> Property Location <u>Approximately 881 Lafayette Road</u> Description of Project <u>Affordable housing apartment building with 10 rental units. The building will include resident activity and meeting spaces, and building support spaces.</u>
CONTACT INFORMATION	Applicant Name <u>Medina Metropolitan Housing Authority</u> Address <u>850 Walter Road</u> City <u>Medina</u> State <u>Ohio</u> Zip <u>44256</u> Phone <u>(330) 725-7531</u> Email <u>skip@mmha.org</u> Property Owner Name <u>Medina Metropolitan Housing Authority</u> Address <u>850 Walter Road</u> City <u>Medina</u> State <u>Ohio</u> Zip <u>44256</u> Phone <u>(330) 725-7531</u> Email <u>skip@mmha.org</u>
APPLICATION TYPE	Planning Commission Site Plan <input type="checkbox"/> Conditional Zoning Certificate <input type="checkbox"/> Code or Map Amendment <input checked="" type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Conditional Sign (EMC/Shopping Ctr) <input type="checkbox"/> Cert. of Appr. (TCOV) <input type="checkbox"/> Other <input type="checkbox"/> Historic Preservation Board Certificate of Appropriateness <input type="checkbox"/> Conditional Sign <input type="checkbox"/> Board of Zoning Appeals Variance <input type="checkbox"/> Appeal <input type="checkbox"/>
APPLICANT SIGNATURE	<p><i>By signing this application, I hereby certify that: (1) The information contained in this application is true and accurate to the best of my knowledge, (2) I am authorized to make this application as the property owner of record or I have been authorized to make this application by the property owner of record, (3) I assume sole responsibility for correspondence regarding this application, and (4) I am aware that all application requirements must be submitted prior to the formal acceptance of my application.</i></p> Signature Date <u>2/16/2022</u>
OFFICIAL USE	Meeting Date <u>3/10/22</u> Fee (See Fee Sheet) \$ <u>200</u> Meeting Outcome _____ Check Box when Fee Paid <input checked="" type="checkbox"/> Zoning District <u>I-1 (Existing), C-3 (Proposed)</u>

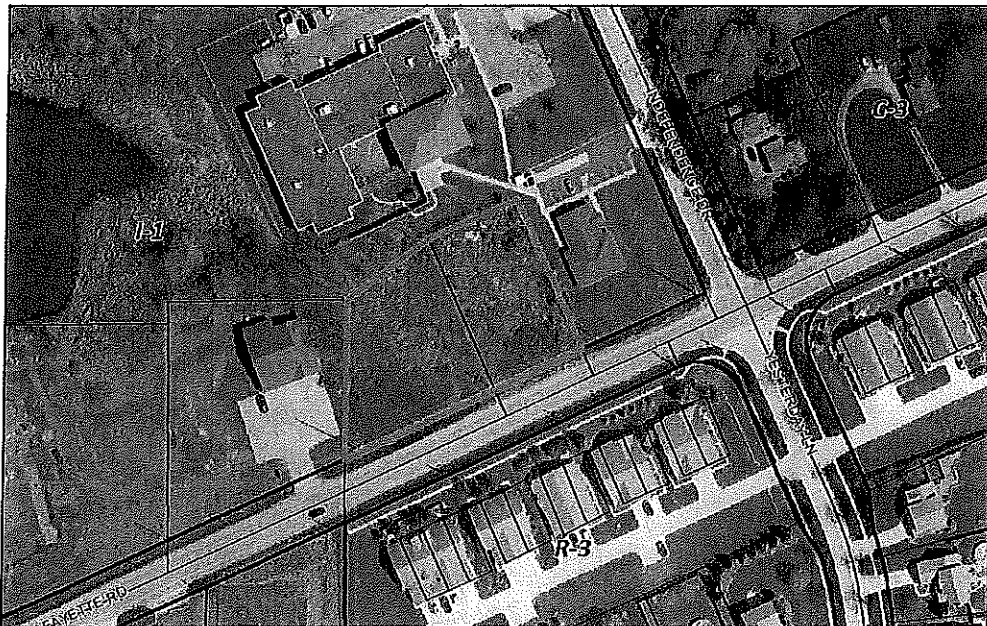
P22-07
Lafayette Road Zoning Map Amendment

Property Owner: Medina Metropolitan Housing Authority
Applicant: Medina Metropolitan Housing Authority
Location: 881 Lafayette Road with parcel numbers 028-19C-08-067 and 028-19C-08-005
Zoning (Existing): I-1 (Industrial)
Zoning (Proposed): C-3 (General Commercial)
Request: Zoning Map Amendment approval to change the zoning from I-1 to C-3

LOCATION AND SURROUNDING USES

The subject site is composed of two properties encompassing 1.08 acres located on the north side of Lafayette Road. Adjacent properties contain the following uses and zoning:

- North – Juvenile Detention (I-1)
- East – Juvenile Court Annex (I-1)
- South – Two-Family Residential (R-3)
- West – Automotive Repair (I-1)



BACKGROUND & PROPOSED APPLICATION

The applicant is proposing to change the zoning of two properties from I-1 to C-3. A Zoning Map amendment application only considers the change of the city's official Zoning Map from one zoning to another. Any development of the site must proceed through review processes as required by the City of Medina Codified Ordinances. Commercial or residential development of the site would include review by the Planning Commission and Board of Zoning Appeals (if necessary). In addition, an administrative review would be performed by Planning and Zoning, Engineering, and Building Department staff.



Though not required for a Zoning Map Amendment application, the applicant has indicated that the purpose of the rezoning is to develop the site for a multi-family residential development. Submitted documents indicate a one-story eleven-unit apartment building developed by Medina Metropolitan Housing Authority.

PERMITTED USES AND STANDARDS

Uses

As summarized in the table below, Sections 1137.02, 1137.04, 1141.02, and 1141.04 include a list of all Permitted (P), Conditionally Permitted (C), and Prohibited (X or not included in the table) uses in the I-1 and C-3 zoning districts.

I-1 & C-3 PERMITTED USES		
Use Type	I-1	C-3
Residential Uses		
Multi-Family Dwelling	X	C
Transitional Housing	X	C
Public/Semi-Public		
Club, Lodge, or Fraternal Organization	X	P
Conservation Use	C	C
Educational Institution for Higher Education	C	C
Passenger Transportation Agency and Terminal	C	P
Publicly Owned or Operated Governmental Facility	C	C
Public Utility	P	C
Religious Place of Worship	X	C
Wireless Telecommunications Facility	C	C
Commercial Uses		
Bar or Tavern	X	P
Car Wash	X	C
Child Day Care Center and Nursery	X	C
Commercial Entertainment	C	P
Commercial Recreation	C	P
Conference Center, Banquet Facility, or Meeting Hall	X	C
Convenience Retail	X	P
Contractor's Equipment Storage Yard or Plant, or Storage and Rental of Equipment Commonly Used by Contractors - Must be Completely Enclosed if Facing a Residential District	C	X
Cremation Facility	C	C
Distribution Center for Fuel, Food and Goods, Underground Storage - Must be Completely Enclosed if Facing a Non-Industrial District	P	X
Drive-In Establishments including Restaurants and Theaters	X	P

I-1 & C-3 PERMITTED USES		
Use Type	I-1	C-3
Commercial Uses (Continued)		
Heavy Duty Repair Services for Machinery and Equipment Including Repair Garages and Specialty Establishments including Motor, Body, Fender, Radiator Work.	P	P
Heavy Manufacturing	C	X
Hospital	X	C
Hotel or Motel	X	P
Light Manufacturing	P	X
Mixed Use Building	P	X
Mixed Use Building - Residential Excluded from Ground Level Floor	X	P
Motor Vehicle Filling Station with or without Convenience Retail	X	C
Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used	X	P
Motor Vehicle, Truck, Trailer and Farm Implements Repair, Service and Storage (Excluding Body Work, Painting and Engine Work)	C	P
Off-Street Parking Lot, Garage, or Deck	P	P
Office - Professional, Medical, and Administrative	P	P
Open Air Building materials Sales and Lumber Yard	C	C
Outdoor Dining	X	C
Personal and Professional Services	X	P
Personal and Professional Services with Drive-Thru	X	C
Plant Greenhouse	P	P
Research and Development Laboratory and Processing with No External Hazardous, Noxious, or Offensive Conditions	P	C
Restaurant	X	P
Restaurant with Drive-Thru or Drive In	X	C
Retail larger than 80,000 square feet in size	C	C



I-1 & C-3 Permitted Uses		
Use Type	I-1	C-3
Commercial Uses (Continued)		
Retail less than 80,000 square feet in size	C	P
Self Storage Warehouse	P	X
Sexually Oriented Business	X	C
Truck or Transfer Terminal - No Closer than 50 Feet from a Residential District	P	X

I-1 & C-3 Permitted Uses		
Use Type	I-1	C-3
Commercial Uses (Continued)		
Truck Wash	C	X
Veterinary Office or Hospital in Enclosed Building	P	P
Warehousing	P	X
Wholesale Establishments	P	P

Development Standards

Sections 1141.05 and 1137.05 include development standards for the I-1 and C-3 zoning districts:

SITE DEVELOPMENT STANDARDS FOR I-1 AND C-3 ZONING DISTRICTS		
Requirement	I-1	C-3
Minimum Lot Size	21,780 sq. ft.	None
Minimum Lot Width at Building Line	100 ft.	None
Minimum Lot Frontage	100 ft.	40 ft.
Maximum Lot Depth	None	None
Minimum Usable Open Space	None	None
Maximum Lot Coverage	85%	None
Maximum Building Size	None	None
Maximum Building Width	None	None
Minimum Front Yard	<ul style="list-style-type: none"> • 25 ft. • 100 ft. when Adjacent to a Residential District 	None
Minimum Rear Yard	<ul style="list-style-type: none"> • 25 ft. for Principal Use or Structure • 50 ft. Principal Use or Structure when Adjacent to a Residential District • 15 ft. for Accessory Use or Structure 	<ul style="list-style-type: none"> • 30 ft. for Principal Use or Structure • 20 ft. for Accessory Use or Structure
Minimum Side Yard	<ul style="list-style-type: none"> • 25 ft. Principal Use or Structure • 50 ft. Principal Use or Structure when Adjacent to a Residential District • 15 ft. for Accessory Use or Structure 	<ul style="list-style-type: none"> • None • 75 ft. for Principal Uses when Adjacent to a Residential District, When Adjacent to a Residential District, at least 25 ft. shall be Landscaped for Screening Purposes • 20 ft. for Accessory Use or Structure
Maximum Height	<ul style="list-style-type: none"> • 50 ft. for Principal Use or Structure • 80 ft. for Principal or Accessory Use or Structure when setback at least 100 ft. from any site perimeter property line • 25 ft. for Accessory Use or Structure when located within the minimum rear or side yard for the Principal Use or Structure 	<ul style="list-style-type: none"> • 40 ft. for Principal Use or Structure • 20 ft. for Accessory Use or Structure



District Differences

As indicated above, the I-1 district predominately allows industrial and limited commercial uses and allows for large buildings with significant setbacks. The C-3 district permits various commercial uses as well as multi-family residential (Conditional Use). Both districts are subject to the screening and landscaping requirements of Chapter 1149.

COMPREHENSIVE PLAN (2007)

Demographics and Housing Goals

DH-1, Encourage the development, redevelopment, and rehabilitation of housing types to address the evolving needs of the City and surrounding townships.

DH-3A, Support efforts to attract a workforce complementary to the land use and economic development goals of the community.

There is a clear need for affordable multi-family housing in the City of Medina. This need has grown more pronounced in recent years and has been voiced by community organizations, local businesses, and city residents. The proposed C-3 zoning has the potential to provide affordable multi-family housing within the City of Medina.

PLANNING AND ZONING DIVISION STAFF RECOMMENDATION

Staff recommends **approval** of application P22-07 to rezoning properties at 881 Lafayette Road with parcel numbers 028-19C-08-067 and 028-19C-08-005 from I-1 (Industrial) to C-3 (General Commercial).

Staff's recommendation is based on the appropriateness of the proposed zoning classification for the site and does not consider any specific use or plan for the site. It is staff's assessment that:

- The proposed zoning is compatible with the area, which is a transition from residential uses to the south and east to institutional and industrial uses to the north and west.
- The application is consistent with aspects and objectives of the Comprehensive Plan and provides an opportunity for multi-family residential, commercial, or office development.
- The Site Plan and administrative review processes will sufficiently address the impacts of development in the C-3 zoning district.

Est. 1953

MMHA

Medina, Ohio Zoning Map Amendment Narrative

This Zoning Map Amendment requests rezoning of parcels 028-19C-08-067 and 028-19C-08-005 from I-1 Industrial District to C-3 General Commercial District. The proposed rezoning is intended to allow development of affordable rental housing units by Medina Metropolitan Housing Authority.

The demand for affordable housing in Medina County greatly exceeds the current supply. The site, contiguous to county-owned property including the Juvenile Detention Center, would be an excellent location for the planned housing development.

The County Commissioners conveyed part of the to-be-developed site to the Housing Authority in 2021. The Commissioners, as adjacent property owners, have signaled their support for this development.

Skip Sipos, Executive Director
Medina Metropolitan Housing Authority
02/15/2022

MEDINA
METROPOLITAN
HOUSING
AUTHORITY



850 WALTER ROAD, MEDINA, OHIO 44256-1515 • PHONE: 330-725-7531 • FAX: 330-723-6546
WADSWORTH: 330-336-3606 • BRUNSWICK/CLEVELAND: 330-273-9072

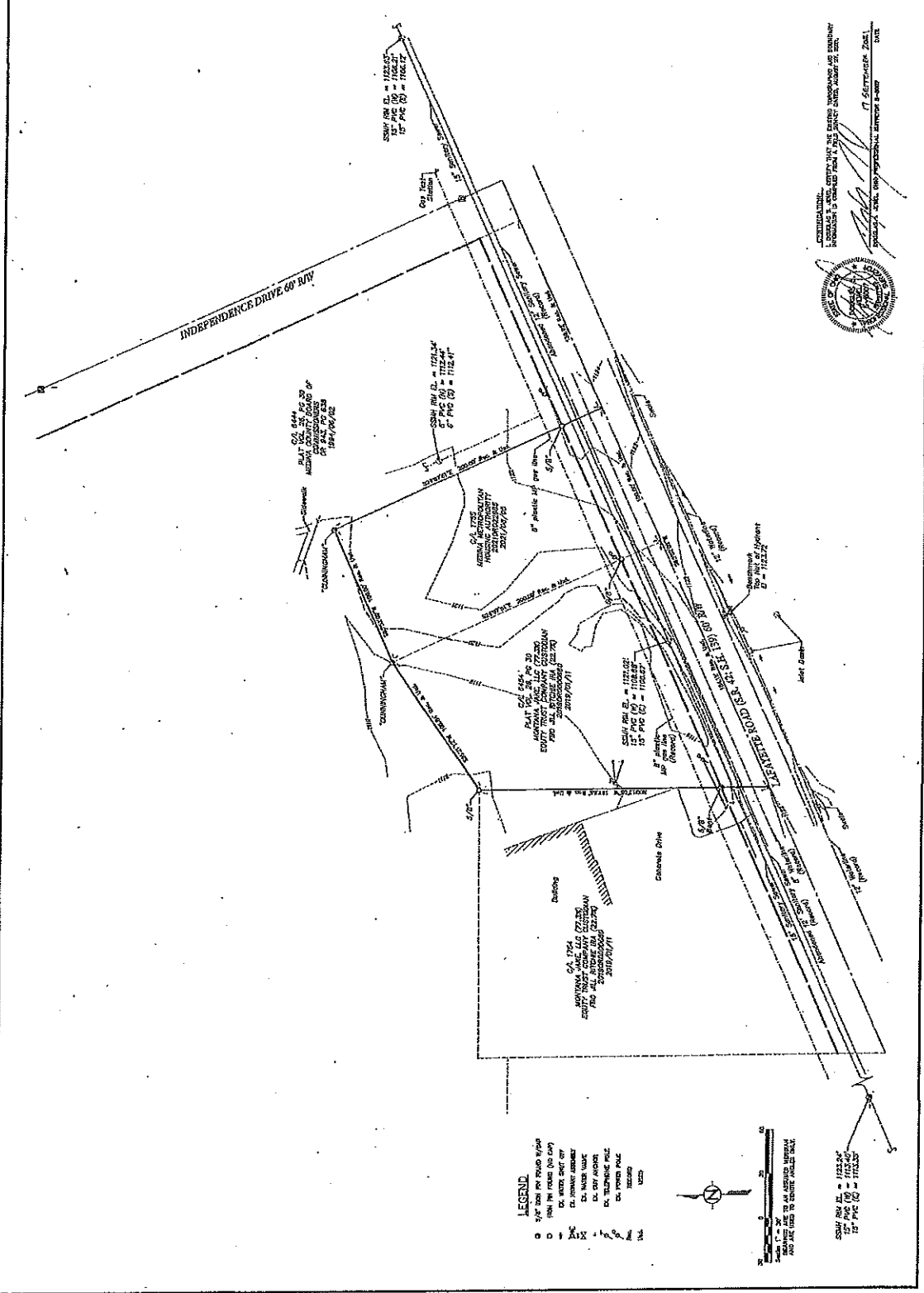
VISIT OUR WEBSITE @ WWW.MMHA.ORG

DATE	
SCALE	
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REV.	
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MEDINA METRO HOUSING AUTHORITY
 LOCATED IN MEDINA
CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING AND SURVEYING
 333 W. LIBERTY ST., MEDINA, OHIO 44130 340-753-5330

EXISTING CONDITIONS
SURVEY

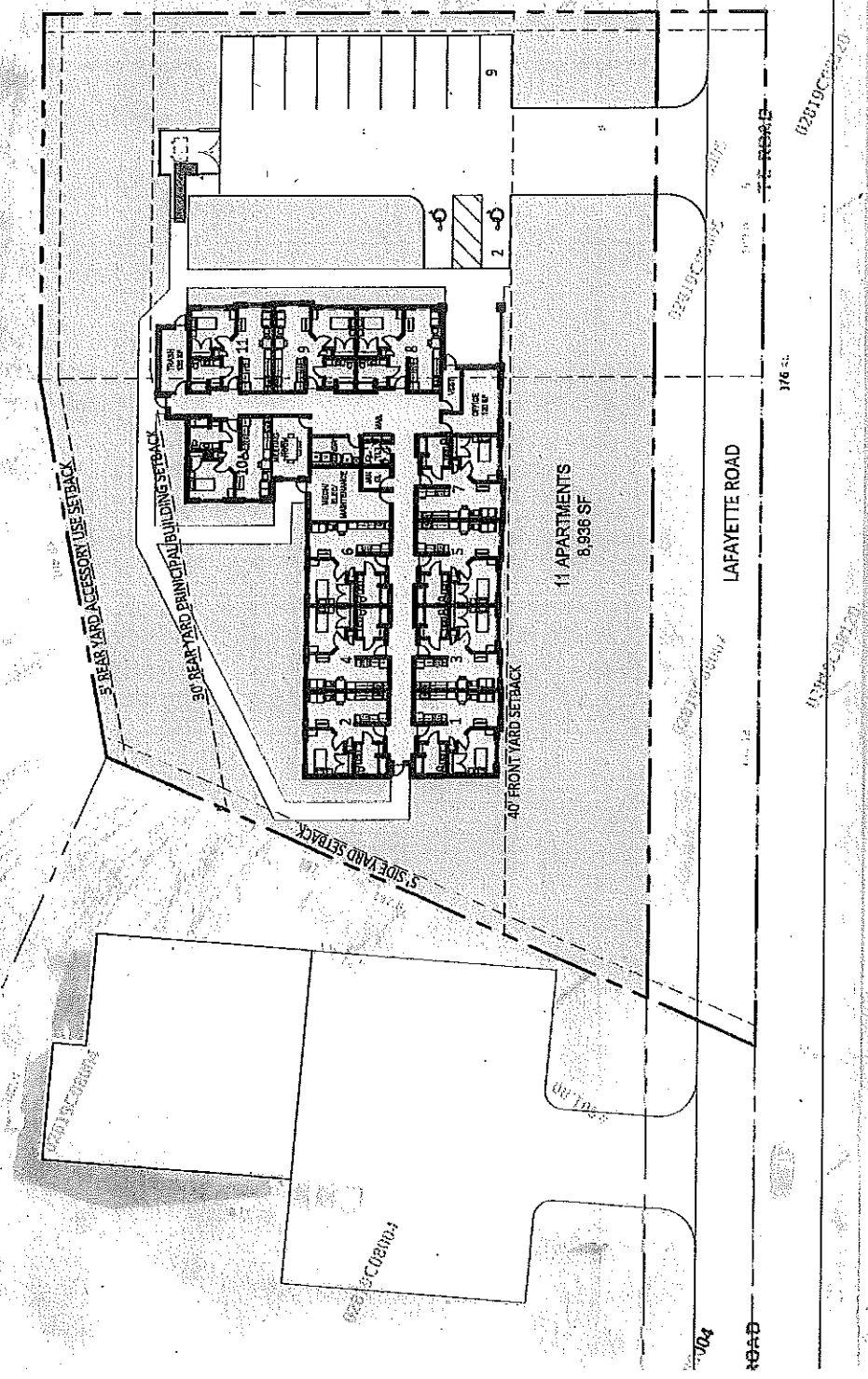
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PROFESSIONAL ENGINEER
 STATE OF OHIO
 No. 11111
 JOHN J. ...
 ENGINEER
 17 EAST ...
 MEDINA, OHIO

- LEGEND**
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1" = 30'-0"

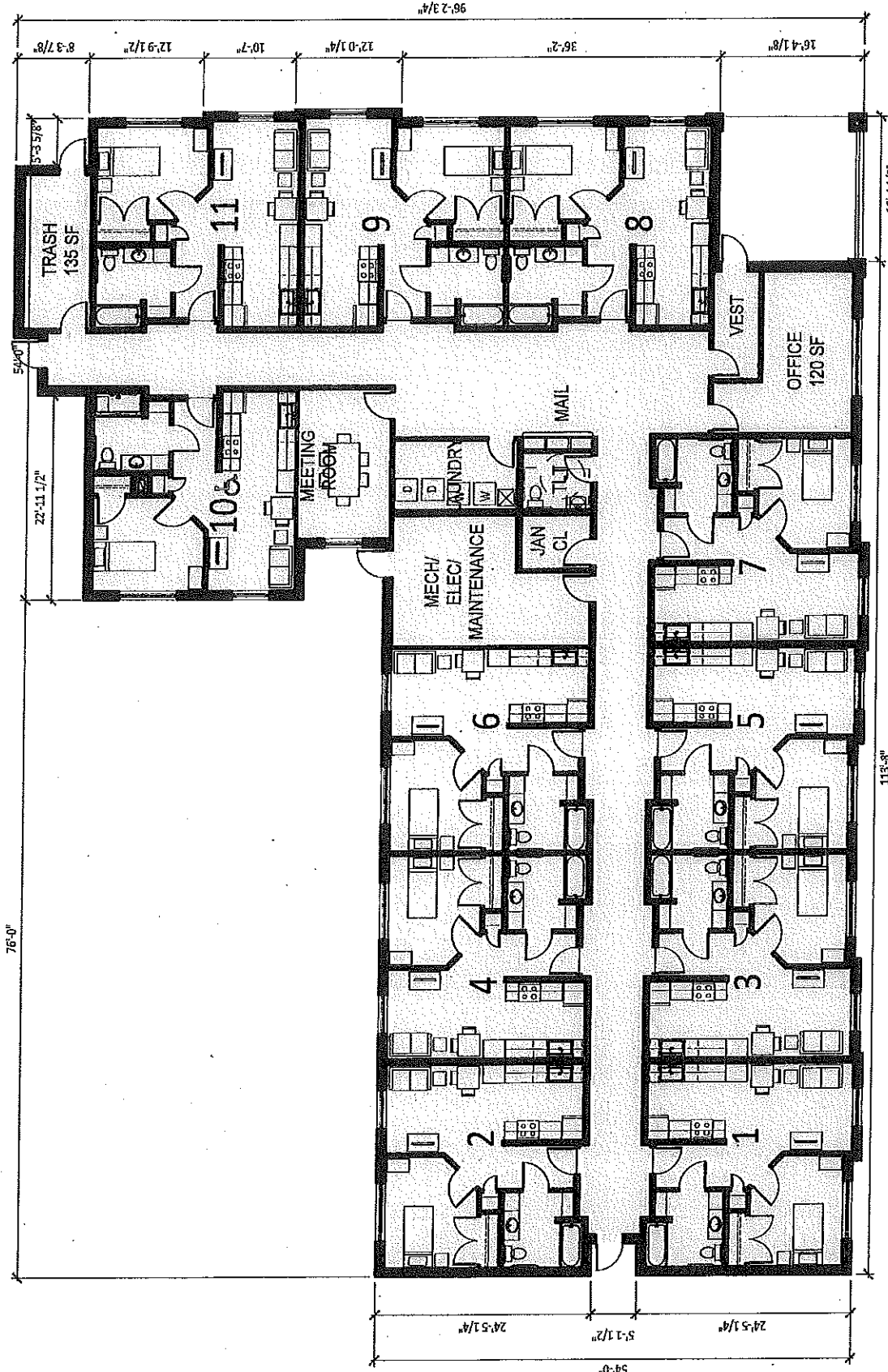
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SITE PLAN

LAFAYETTE QUARTERS
 PERMANENT SUPPORTIVE HOUSING

381 LAFAYETTE ROAD
 MEDINA, OHIO 44256

Hiti, DiFrancesco and Siebold, Inc.
 2022 Hiti, DiFrancesco & Siebold, Inc.
 JANUARY 19, 2022

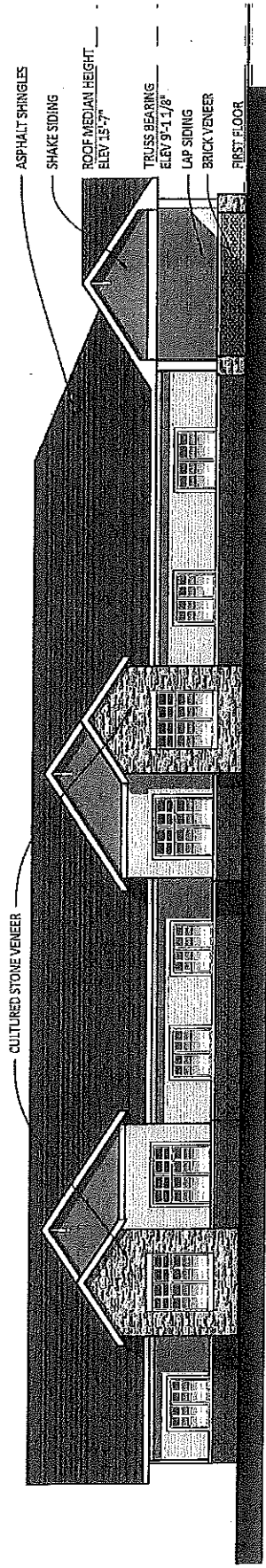


FLOOR PLAN
3/32" = 1'-0"

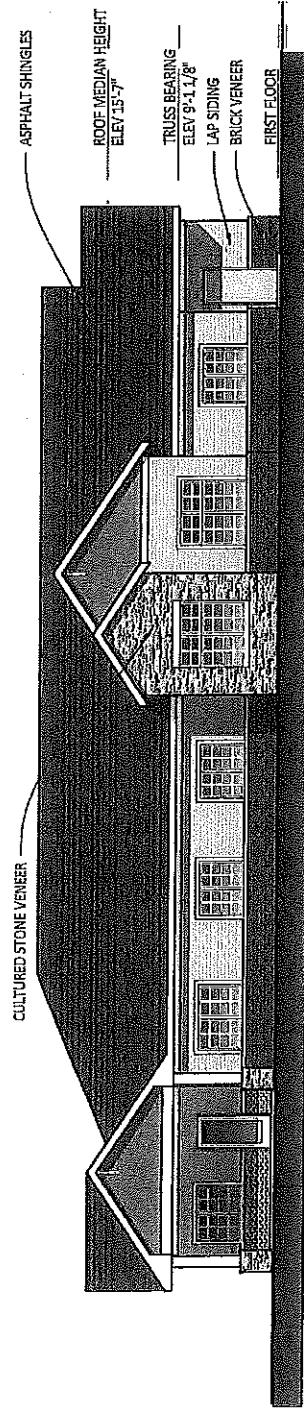
LAFAYETTE QUARTERS
PERMANENT SUPPORTIVE HOUSING

881 LAFAYETTE ROAD
MEDINA, OHIO 44256

Hiti, DiFrancesco and Siebold, Inc.
2022 Hiti, DiFrancesco & Siebold, Inc.
JANUARY 19, 2022



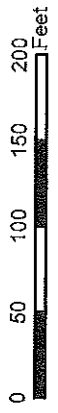
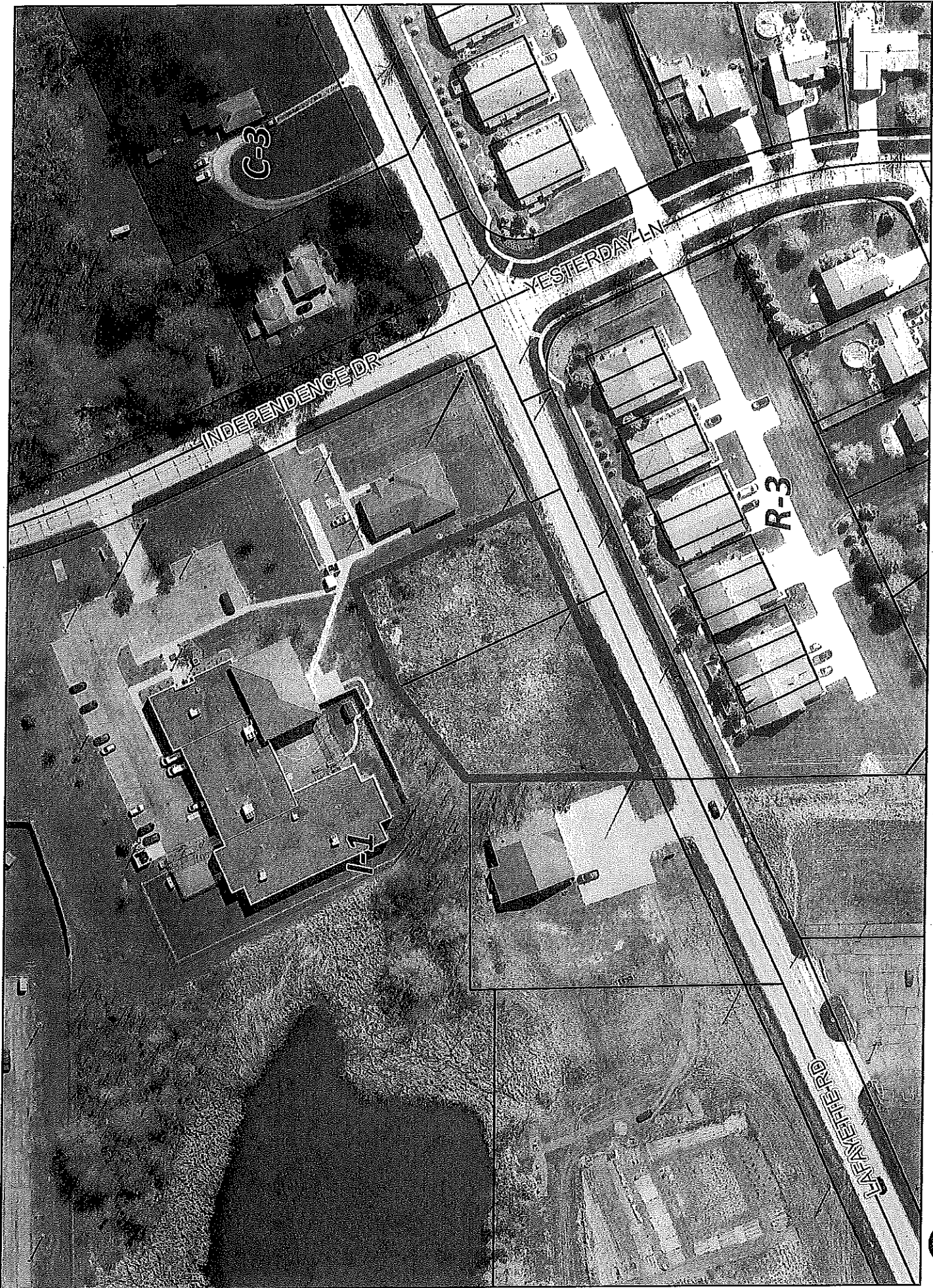
SOUTH ELEVATION
 3/32" = 1'-0"
 FRONT

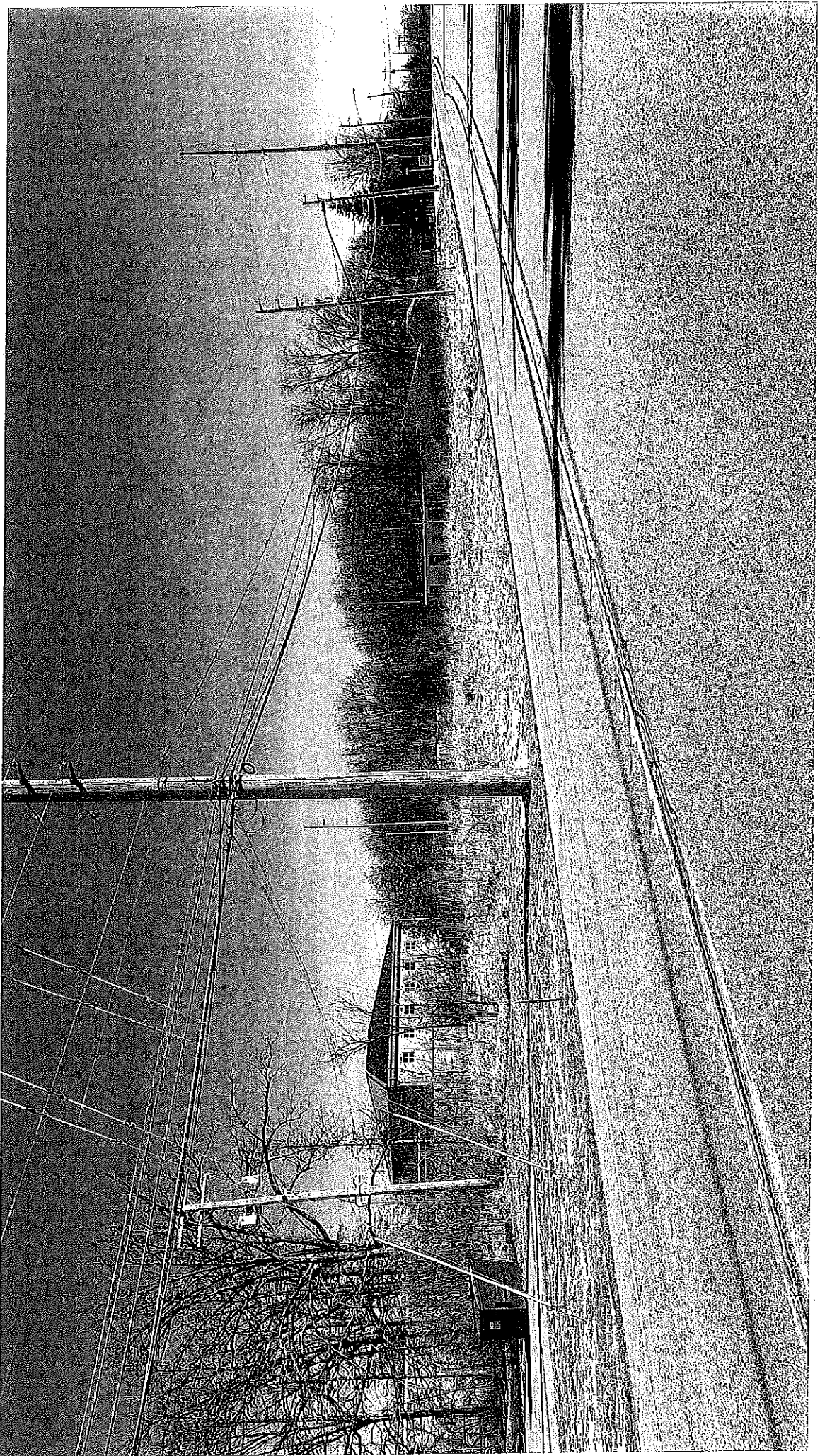


EAST ELEVATION
 3/32" = 1'-0"
 SIDE

LAFAYETTE QUARTERS
 PERMANENT SUPPORTIVE HOUSING
 881 LAFAYETTE ROAD
 MEDINA, OHIO 44256

Hiti, DiFrancesco and Siebold, Inc.
 2022 Hiti, DiFrancesco & Siebold, Inc.
 JANUARY 19, 2022







CITY of MEDINA
Planning Commission
March 10, 2022

Meeting Date: March 10, 2022

Meeting Time: 6:00 PM

Present: Nathan Case, Bruce Gold, Rick Grice, Paul Rose, Monica Russell, Andrew Dutton
(Community Development Director), Sarah Tome (Administrative Assistant)

Approval of Minutes

Mr. Gold made a motion to approve the minutes from February 10, 2022 as submitted.

The motion was seconded by Ms. Russell.

Vote:

Case	<u>Y</u>
Gold	<u>Y</u>
Grice	<u>Y</u>
Rose	<u>Y</u>
Russell	<u>Y</u>
Approved	5-0

The Court Reporter swore in all attendees.

Mr. Grice stated that, prior to the start of the meeting, he witnessed the swearing in of new Commission Member Nathan Case.

Old Business

1. P21-08 The Rose Company 135 W Liberty St. SPA Extension

Mr. Rose stated that the Rose Company and Paul Rose had no affiliation whatsoever.

Mr. Dutton stated that the Planning Commission had approved case P21-08, a mixed use development at 135 West Liberty Street, on April 8, 2021. He continued that a Building Permit application had been submitted for the project and was currently under review by the City of Medina Building Department, however, permits had not been fully obtained and construction had not commenced. Mr. Dutton noted that the Building plans did not include any substantive exterior changes to the building from the Site Plan approval.

Mr. Dutton noted that processes have been delayed on the project due to matters concerning assembling the property, acquiring easements, and grant processes to assist the reconstruction plan. Mr. Dutton stated that the applicant had requested a one year extension to require that construction must commence within two years of the Site Plan approval (April 8, 2023) and be completed within three years of the Site Plan approval (April 8, 2024).

There was no one present representing the case.

Mr. Gold made a motion to approve the extension of application P21-08, as submitted.

Mr. Rose seconded the motion.

Vote:

Case	<u>Y</u>
Gold	<u>Y</u>
Grice	<u>Y</u>
Rose	<u>Y</u>
Russell	<u>Y</u>
Approved	5-0

New Business

1. P22-07 Medina Metropolitan Housing 881 Lafayette Rd COM

Mr. Dutton stated that the applicant, Medina Metropolitan Housing, was requesting a Zoning Map Amendment to change the zoning from I-1 to C-3. The subject site was composed of two properties encompassing 1.08 acres located on the north side of Lafayette Rd. Mr. Dutton stated that a Zoning Map amendment application only considered the change of the City's official zoning map from one zoning to another. He continued that any development of the site would proceed through review processes as required by the City of Medina Codified Ordinances.

Mr. Dutton stated that the City's Comprehensive Plan Sections D-1 and DH-3A encouraged redevelopment and rehabilitation of housing to address the evolving needs of the City, and supported efforts to attract a workforce complementary to the land use and economic development goals of the community. Mr. Dutton noted that the proposed C-3 zoning would provide an additional area capable of supporting commercial or multi-family land uses.

Mr. Dutton stated that staff recommended approval of application P22-07 to rezone properties at 881 Lafayette Rd with parcel numbers 028-19C-08-067 and 028-19C-08-005 from I-1 (Industrial) to C-3 (General Commercial).

Present for the case was Skip Sipos, Executive Director of Medina Metropolitan Housing Authority, 850 Walter Road, and Dave Siebold from the architectural firm Hiti, DiFrancesco and Siebold, Inc., 1939 West 25th Street, Suite 300 Cleveland, Ohio 44113.

Mr. Rose asked if the facility would be a permanent family environment or a transitory environment. Mr. Sipos stated that it would be a permanent family facility.

Mr. Rose asked if there were income levels that had to be met. Mr. Sipos stated that, statutorily, Medina Metropolitan Housing Authority served people at 80% of the county median income or less. He continued that the final eligibility criteria had not yet been established, but would probably be around 35% of median income for the number of people in each household.

Mr. Rose made a motion to approve the application as submitted, recommending approval to Council.

Mr. Gold seconded the motion.

Vote:

Case	<u>Y</u>
Gold	<u>Y</u>
Grice	<u>Y</u>
Rose	<u>Y</u>
Russell	<u>Y</u>
Approved	5-0

Adjournment

Having no further business, the meeting was adjourned.

Respectfully submitted,

Sarah Tome

Rick Grice, Chairman

MEDINA CITY COUNCIL

Monday, April 11, 2022

Call to Order:

Medina City Council met in regular session on Monday, April 11, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present P. Rose, J. Shields, J. Coyne, R. Haire, and D. Simpson. J. Hazeltine and B. Lamb were absent.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Chief Kinney, Fire Chief Walters, Kimberly Marshall, Andrew Dutton, Jansen Wehrley and Dan Gladish.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, March 28, 2022, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yeas of J. Shields, D. Simpson, J. Coyne, R. Haire, and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening's Council meeting and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Simpson stated they had a meeting prior to tonight's finance meeting and received an update from the Service Director, Police Chief and Fire Chief.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Bill Lamb was absent.

Streets & Sidewalks Committee: Ms. Haire stated there is no meeting scheduled but mentioned they spoke about the solar flashing lights on intersection of Sugarhouse/Lexington Ridge and Rt. 57 and was pleased to hear the cost was much less than anticipated and will be moving forward.

Water & Utilities Committee: Jessica Hazeltine was absent.

Emerging Technologies Committee: Mr. Rose has no report.

Requests for Council Action:

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.

Medina City Council
April 11, 2022

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 – Rovver 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

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- A. **Memorial Day Parade** - May 30- I am happy to report that the Memorial Day parade will take place this year as it had in past, prior to COVID. Lineup is from 9 a.m.-10 a.m. Parade steps off at a little after 10 a.m. Starts at Broadway/Washington and goes west on Washington to Court; north on Court to Liberty; east on Liberty to Spring Grove; south on Spring Grove and into Spring Grove Cemetery. Ceremony at monument at Spring Grove will start about 11 a.m. or whenever parade completes. For veteran’s groups interested in taking part, please contact Ed Zackery at the Medina County Veterans office.
- B. **Medina City Schools**- are conducting a facilities and redistricting survey this month. Residents are encouraged to go to the MCS website- www.medinabees.org or we have paper copies at Medina City Hall
- C. **Welcome Amy Hopkins**- Government Liaison for First Energy/OH Edison will speak during public comments on customer assistance offerings.
- D. **Prayers**- Respectfully ask all to keep the Ukrainian people in your thoughts and prayers as they experience this conflict and violence, both relatives here and those who reside in Ukraine or fled from same. Hopeful to bring this attack to an end as soon as possible.

Keith Dirham, Finance Director, Keith reminded all residents that the city does have Municipal income tax with RITA.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Nino Piccoli, Service Director, stated the yard waste program is starting Monday, April 18th and

Medina City Council
April 11, 2022

will run through Veteran's Day, November 11th of this year. This is the 6th year of the program and residents understand what is acceptable and what is not.

Cindy Lastuka, Municipal Court, had no report.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, stated they have two projects out to bid this week, the South Court Water Tower repainting and maintenance and the Gates Mills Bridge Replacement. Patrick notified residents in the area that Spring Grove bridge is under construction to replace the culvert. The precast concrete sections will be delivered this week and will be scheduling it for either Friday the 15th or Monday the 18th.

Kimberly Marshall, Economic Development Director, they reviewed the first draft of the Small Business Workforce Assistance Grant Program guidelines and draft application. Received a lot of feedback and will be following up on a few items with their outside legal counsel. Their goal is to have the application available online.

Getting ready to start back up the ribbon cutting trail again starting on May 6th with four ribbon cuttings that day. 1 p.m. – Studio A Salon - 1162 N. Court St., 2 p.m. – Buckeye Leaf Boutique - 119 Lafayette Rd., 3 p.m. - Discount Tire - 1008 N. Court St., and 4 p.m. – Knot Yourself - 238 S. Elmwood Ave.

Andrew Dutton, Planning Community Development Director, had no report.

Jansen Wehrley, Parks and Recreation Director, shared some data from last year on the outdoor pool and sponsorships: 29 classes were offered with 133 participants. Jansen spoke of some of the programs and classes and sponsorships. Mr. Wehrley stated in all they had 70 memberships sold and 34 of those were used at least one time. They had a balance of \$2,160.00 that was left at the end of that program that they rolled over into youth basketball. Biggest challenge was connecting to the families, getting them to join and come to the facility.

In 2022 they intend to have two sessions of swim lessons despite their shortage of lifeguards and instructors. There will be 156 spots available. They will be bringing back the paddle fit class in addition to lifeguard classes. Working to improve the Cleveland Clinic Sponsorship Program by including one supervising adult at no charge.

Park Projects: Miracle League of North East Ohio is completing their field expansion at Sam Masi Park. Lighting project at Reagan Park field #4 to upgrade athletic field lighting to LED happening in the next week.

Theresa Merkle from the Friends of the Cemetery will speak on some exciting news later on.

Notices, communications and petitions:

Liquor Permit:

Mr. Shields moved not to object to the issuance of a D-5I permit to First Watch #669, 1001 N. Court St., Medina. Motion seconded by Mr. Simpson and approved by the yeas and nays of D. Simpson, J. Coyne, R. Haire, P. Rose, and J. Shields.

Liquor Permit:

Mr. Shields moved not to object to the transfer of a D5 and D6 permit from Puffs Inc., 108 Public Square, Medina to Monarca Cantina LLC, 108 Public Square, Medina. Motion seconded by Mr. Simpson and approved by the yea votes of J. Coyne, R. Haire, P. Rose, J. Shields, and D. Simpson.

Unfinished Business:

There was none.

Introduction of Visitors:

Amy Hopkins, 4937 Timber Creek Circle, N. Canton. Amy is the external affairs consultant for Medina County in the City of Medina area. April 15th the winter moratorium ends so any non-payment disconnections will resume. Asking that customers call the call center to make payment arrangements with them.

Amy stated currently they are dealing with some light issues and she is working with Nino Piccoli on those. As of today, they are getting bids for contractors to help correct some of these 15 or so underground faults with street lights that need to be corrected.

Theresa Merkle, 510 E. Liberty, President of Friends of the Cemetery on behalf of the FOC she is happy to announce that Spring Grove Cemetery has recently been accepted into the National Parks Services National Underground Railroad Network to Freedom Program. This program works to honor, preserve and promote the history of resistance to enslavement through escape and flight. Spring Grove Cemetery has verifiable connections to the underground railroad and American Abolitionist movement and is the final resting place for some of the good people who actively assisted freedom seekers and or participated in the resistance to slavery. This is certainly an honor to Medina and its' history and the role in the underground railroad and abolitionist movement.

Mr. Simpson expressed his feelings for the Friends of the Cemetery, he is a member of the Cemetery Committee and have been for almost 19 years and it is such a pleasure to work with you and other members of the FOC. Dennie spoke highly of the FOC thanking them for all they do.

Introduction and Consideration of Ordinances and Resolutions:

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Ord. 063-22, Res. 064-22, Ord. 065-22, Ord. 066-22, Ord. 067-22, Ord.068-22, Ord. 069-22, Res. 070-22, Ord. 071-22, Ord. 072-22, Ord. 073-22, Ord. 074-22, Ord. 075-22 and Res.076-22. The roll was called and the motion passed with the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 063-22:

An Ordinance accepting the donation of a 2017 Ford Explorer to the City of Medina for use by the Medina Municipal Court Probation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 063-22, seconded by Mr. Simpson. Cindy is requesting council to approve the generous donation from Sheriff Grice. The roll was called and Ordinance/Resolution No. 063-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Res. 064-22:

A Resolution authorizing the Grant Application to the Ohio Law Enforcement Body Armor Program to purchase Body Armor Vests for the Medina Municipal Court. Mr. Shields moved for the adoption of Ordinance/Resolution No. 064-22, seconded by Mr. Simpson. Cindy Lastuka stated they are looking to purchase five court bailiff body armors and this will help offset some of that cost. Mayor Hanwell asked what they are doing with their old ones. Cindy stated two years ago they got new body armor and this is for the new bailiffs. Mayor stated for any that are not in use or outdated they would like to donate them to Ukraine as they need them and are better than nothing. The roll was called and Ordinance/Resolution No. 064-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, and P. Rose.

Ord. 065-22:

An Ordinance amending the Benchmark Software License Agreement between Pioneer Technology Group, LLC and the Medina Municipal Court. Mr. Shields moved for the adoption of Ordinance/Resolution No. 065-22, seconded by Mr. Simpson. Cindy Lastuka stated this is a texting application they want to add to their current case management system software this will add the ability to get in touch with their defendants and their attorneys much faster. The roll was called and Ordinance/Resolution No. 065-22 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, P. Rose, and J. Shields.

Ord. 066-22:

An Ordinance authorizing the Maintenance Agreement with Lake Business Products to replace existing copiers and extend the current Service contract for the Medina Municipal Court. Mr. Shields moved for the adoption of Ordinance/Resolution No. 066-22, seconded by Mr. Simpson. Cindy stated this is going to replace copiers that are going to be out of service at the end of April and bring new ones in. The roll was called and Ordinance/Resolution No. 066-22 passed by the yea votes of J. Coyne, R. Haire, P. Rose, J. Shields, and D. Simpson.

Ord. 067-22:

An Ordinance authorizing the Mayor to enter into an Agreement with Medina Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township. Mr. Shields moved for the adoption of Ordinance/Resolution No. 067-22, seconded by Mr. Simpson. Chief Kinney stated this is their dispatch contract with Medina Township and the emergency clause is requested because the prior contract is expired. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 067-22, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 067-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 068-22:

An Ordinance authorizing the Mayor to enter into an Agreement with the Cleveland Clinic Medina Hospital Life Support Team for the purpose of providing 9-1-1 Dispatch Services.

Mr. Shields moved for the adoption of Ordinance/Resolution No. 068-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 068-22, seconded by Mr. Simpson. Chief Kinney stated this is their dispatch contract with Medina LST and the emergency clause is requested because the past contract is currently expired. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, and P. Rose. The roll was called and Ordinance/Resolution No. 068-22 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, P. Rose, and J. Shields.

Ord. 069-22:

An Ordinance authorizing the Mayor to enter into an Agreement with Montville Township for the purpose of providing 9-1-1 Emergency Police Dispatch and Communications Services on behalf of the residents of the Township. Mr. Shields moved for the adoption of Ordinance/Resolution No. 069-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 069-22, seconded by Mr. Simpson. Chief Kinney stated this is their dispatch contract with Montville Township and again the emergency is requested due to an expired contract. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, R. Haire, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 069-22 passed by the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Res. 070-22:

A Resolution accepting the Radecycle Vehicle from the Rademaker family for display at the Medina Town Hall and Engine Museum and for use in Medina City Parades. Mr. Shields moved for the adoption of Ordinance/Resolution No. 070-22, seconded by Mr. Simpson. Mayor Hanwell stated that Roger Smalley of the Archive Commission was notified by the Rademaker family that they would like to donate this vehicle to the city and council would have to authorize this in order to insure it. Part of the resolution states that if the majority of the Rademaker family in the future request the return, that the city would be agreeable to do so. The roll was called and Ordinance/Resolution No. 070-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 071-22:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Concrete Street Repair Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 071-22, seconded by Mr. Simpson. Patrick Patton stated this is their annual program to replace miscellaneous slabs of concrete pavement throughout the city. The roll was called and Ordinance/Resolution No. 071-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, and P. Rose.

Ord. 072-22:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Concrete Pavement Joint Sealing Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 072-22, seconded by Mr. Simpson. Mr. Patton stated this is their annual program for preventative maintenance to extend the life of our pavements. The roll was called and Ordinance/Resolution No. 072-22 passed by the yea votes

Medina City Council
April 11, 2022

of D. Simpson, J. Coyne, R. Haire, P. Rose, and J. Shields.

Ord. 073-22:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2022 Pavement Marking Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 073-22, seconded by Mr. Simpson. Mr. Patton stated that this has been an annual program for 3 or 4 years now. Pavement marking for center lines, edge lines, crosswalks and school symbols and that sort of thing throughout the city. The roll was called and Ordinance/Resolution No. 073-22 passed by the yea votes of J. Coyne, R. Haire, P. Rose, J. Shields, and D. Simpson.

Ord. 074-22:

An Ordinance amending Ordinance No. 61-22, passed March 28, 2022 pertaining to the cost of the agreement with Jackson Dicken Insurance for the City's Cyber Security Liability Insurance. Mr. Shields moved for the adoption of Ordinance/Resolution No. 074-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 074-22, seconded by Mr. Simpson. Mayor Hanwell stated the original ordinance was for \$16,540.00 and there was a misunderstanding between the city and the liability insurance provider that the city had implemented a number of programs and we were in the process of that but it was not completed by the April 1st renewal of the insurance program and that resulted in almost a \$3,800.00 increase. Emergency is because of the April 1st deadline. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 074-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 075-22:

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 075-22, seconded by Mr. Simpson. Mr. Dirham stated these are amendments and most of them are transfers. The roll was called and Ordinance/Resolution No. 075-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, and P. Rose.

Res. 076-22:

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt) Mr. Shields moved for the adoption of Ordinance/Resolution No. 076-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 076-22, seconded by Mr. Simpson. Mr. Piccoli stated this is for their annual salt bid participation with the state. They received notification on March 16th and the signed resolution needs to be sent to ODOT by April 29th and that is why the emergency clause is needed. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, R. Haire, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 076-22 passed by the yea votes of J. Coyne, R. Haire, P. Rose, J. Shields, and D. Simpson.

Medina City Council
April 11, 2022

Council Comments:

Mr. Simpson thanked Mayor Hanwell and the department heads that attended Ward 1 & 2 meeting with the public. It was well attended and lasted over two hours.

Ross Yowler passed away recently, he served in the military in Vietnam as a paratrooper and a medic, he worked in the automotive industry for several years and then became an EMT and from there went on to be a paramedic. Dennie always called him a gentle giant. Our community lost a good man. Condolences to Dolly, the Yates and Yowler families.

The political campaigns have started for our state and national midterm elections and as usual he is disappointed in both sides of the aisle on the political campaigns and wishes they would just be kind to one another.

Thoughts and prayers go out to the Ukrainians.

Ms. Haire commented on the Ward 1 & 2 meeting held last week and wanted to let the city residents know to feel free to approach any of the city council representatives because we are all here to help.

Mr. Shields also offered condolences to Dolly and family. He attended a lot of City Council meetings over the years.

Congratulations to Keith Dirham on the birth of his third child.

Thanked Jansen and Christy for all they do to re-energize and reinvent the Rec Center, he appreciates all the great programs and partnerships.

Jim Shields thanked Chief Walters, we traditionally think of the Fire Department as responding to fires and protecting our properties but we forget about some of the other things they do as well and just recently Chief Walters handled a person stuck in an elevator and he just wanted to thank him for being there and responding after hours to keep that person calm.

Chief Walters replied by saying yes sir it was his pleasure.

Mr. Rose extended his deepest sympathies to Dolly and her family, Paul stated he always enjoyed his comments and contributions during council meetings and valued his opinions as well as Dolly's. Congratulations to Keith Dirham and family. Paul echoed his support for Ukraine. Happy Easter to everyone.

Mr. Coyne reminded everyone that on Wednesday at 5:30 p.m. they will be having their first budget meeting of the year. Hope to see you all there.

There being no further business, the meeting adjourned at 8:13 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 77-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT (RENEWAL) WITH WILLIAMS SCOTSMAN, INC. FOR THE LEASE OF A FLEX PORTABLE BUILDING FOR THE MEDINA MUNICIPAL COURT.

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

SEC. 1: That the Mayor is hereby authorized to execute an Amendment to Lease Agreement between the City of Medina, Ohio and Williams Scotsman, Inc. for the lease of a Flex-Portable Building to assist with outdoor check-in for the Medina Municipal Court.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That a copy of the Amendment to Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: That the funds to cover this agreement in the amount of \$4,800.00 are available in Account No. 001-0705-53322.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD 77-22
EXH. A



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: _____

ORDINANCE NO. 78-22

AN ORDINANCE AUTHORIZING THE PAYMENT TO SOLID GROUND CONSTRUCTION FOR THE PRIVATE HOME REHABILITATION AT 420 NORTH JEFFERSON STREET, AS PART OF THE PY20 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the payment of \$67,623.00 is hereby authorized to Solid Ground Construction for the Private Home Rehabilitation at 420 North Jefferson Street, Medina, as part of the PY20 CHIP Grant Program.

SEC. 2: That the funds to cover this payment in the amount of \$67,623.00 are available as follows: \$37,300.00 in Account No. 139-0460-52215, and \$30,700.00 in Account No. 137-0406-52215.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 79-22

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$15,000.00 TO MEDINA EXCAVATING FOR THE DEMOLITION OF THE BUILDING AND RESTORATION OF THE PROPERTY LOCATED AT 368 FOUNDRY STREET, MEDINA.

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

SEC. 1: That the expenditure of \$15,000.00 to Medina Excavating for the demolition of the building and restoration of the property located at 368 Foundry Street (Parcel #028-19A-16009), is hereby authorized.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this expenditure in the amount of \$15,000.00 are available in Account No. 171-0301-54411.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 80-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLIENT PROFESSIONAL SERVICES AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR CONSULTING SERVICES AND TO MAKE AN APPLICATION FOR THE PY22 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Client Professional Services Agreement with Poggemeyer Design Group (PDG) for consultant and administration services related to the PY2022 Community Housing Improvement Program (CHIP) Grant Application (in partnership with the City of Brunswick).

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein, and subject to the Law Director's final approval.

SEC. 4: That the funds to cover this agreement, in the amount of \$14,000.00 are available in an Account No. to be determined by the Finance Department.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the PY22 CHIP application is due June 22, 2022; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Exhibit A

ORD. 80-22
Exh. 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

- 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

- 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

- 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

- 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

- 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

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

- 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

- 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

- 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

- 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

- 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

- 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

- 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

- 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

- 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

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

- 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

- 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

- 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**

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

1	PY2022 Chjp Application and Planning Process	\$14,000
	TOTAL	\$14,000

- o These hourly rates shall be adjusted annually each year through the course of the contract.
- o 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: _____

ORDINANCE NO. 81-22

AN ORDINANCE AUTHORIZING THE PURCHASE OF FORTY-FIVE (45) P25 UNICATION PAGERS FROM MITCHELL COMMUNICATIONS FOR THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS: In accordance with ORC 307.86, the Fire Department has requested authority to purchase P25 Unication Pagers without competitive bidding or participation in the state cooperative purchase contracts provided the purchase consists of supplies or a replacement or supplemental part or parts for a product or equipment owned or leased by the city, and the only source of supply for the supplies, part, or parts is limited to a single supplier.

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

SEC. 1: That the purchase of forty-five (45) P25 Unication Pagers, including chargers and installation, from Mitchell Communications, is hereby authorized for the Fire Department.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this purchase, in the amount of not to exceed \$30,000.00, are available in Account No. 107-0110-53315.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the current emergency notification paging system has become unreliable; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

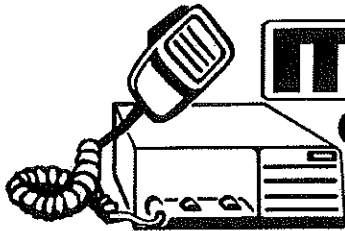
ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



MITCHELL COMMUNICATIONS

Specialists in wireless communications!
3470 Manchester Rd
Akron, OH 44319

ORD 81-22

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

Shipping Address:
Larry Walters
Medina Fire
Department

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

Sales Quotation

Jeff Mitchell

Quote Number: 000426

Date 3/24/2022

Project:

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 supplys 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	
Total	\$27,122.50

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



Project 25 Technology Interest Group

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

March 31st, 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.

G-Series Minimum Floor Price (MFP) 2021-2022	
Product Name	Minimum Floor Price
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
www.UnicationUSA.com

ORDINANCE NO. 82-22

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A
CONTRACT TO THE SUCCESSFUL BIDDER FOR THE
SOUTH PROSPECT STREET RECONSTRUCTION PROJECT**

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1080, South Prospect Street Reconstruction Project in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$1,610,000.00, is available in Account No. 108-0610-54411.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 83-22

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT
A REQUEST FOR FEDERAL GRANT FUNDS FOR THE
STATE ROAD RECONSTRUCTION PROJECT, AND
DECLARING AN EMERGENCY.**

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 2022 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 (\$1,987,200).

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is due on April 15, 2022; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 84-22

**AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT
A FIBER EQUIPMENT EASEMENT FOR MEDINA FIBER
TO LOCATE THEIR FACILITIES ON CITY OWNED
PROPERTY.**

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

- SEC. 1:** That the Mayor is authorized and directed to execute a Fiber Equipment Easement for Medina Fiber to locate their facilities on City owned property.
- SEC. 2:** That a copy of the Fiber Equipment Easement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Fiber Equipment Easement

ORD. 84-27
EXH. A

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: _____

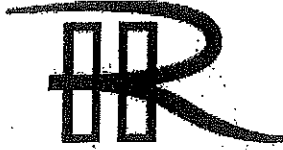
Printed Name: _____

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.

SKETCH OF EASEMENT CREATING A FIBER EQUIPMENT EASEMENT

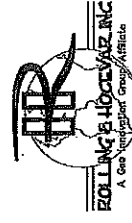
SITUATED IN THE CITY OF MEDINA, COUNTY OF
MEDINA AND STATE OF OHIO, ALSO KNOWN AS BEING
PART OF MEDINA CITY LOT 5555.

PROPOSED 12' x 25'
FIBER EQUIPMENT EASEMENT
0.0069 Acres - (300 S.F.)

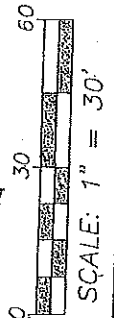
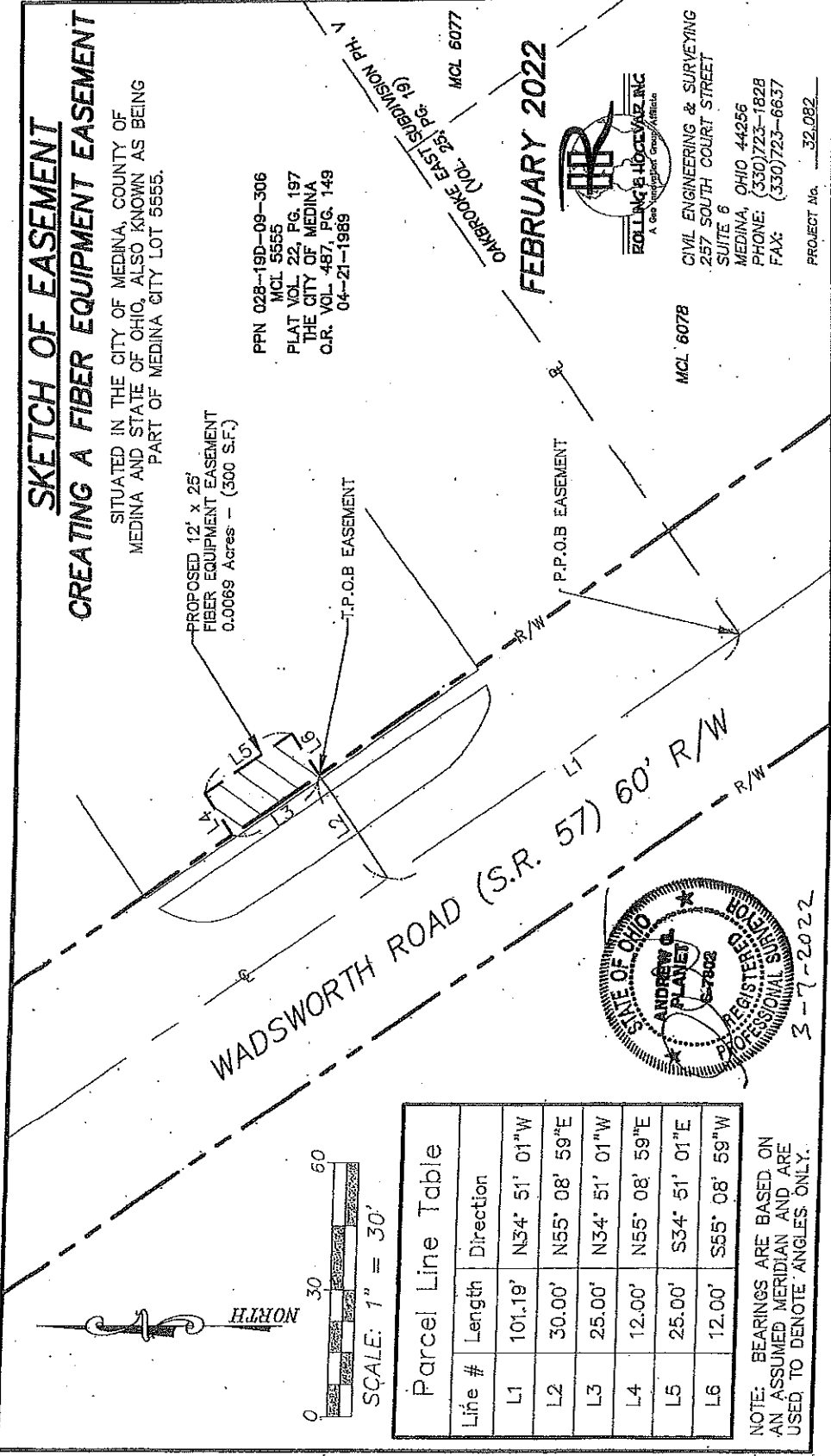
PPN 028-19D-09-306
MCL 5555
PLAT VOL. 22, PG. 197
THE CITY OF MEDINA
O.R. VOL. 487, PG. 148
04-21-1989

T.P.O.B. EASEMENT

FEBRUARY 2022

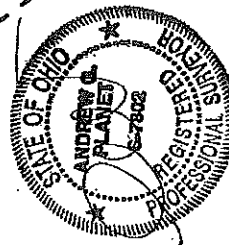


CIVIL ENGINEERING & SURVEYING
257 SOUTH COURT STREET
SUITE 6
MEDINA, OHIO 44256
PHONE: (330)723-1828
FAX: (330)723-6637
PROJECT No. 32.082



Parcel Line Table		
Line #	Length	Direction
L1	101.19'	N34° 51' 01"W
L2	30.00'	N55° 08' 59"E
L3	25.00'	N34° 51' 01"W
L4	12.00'	N55° 08' 59"E
L5	25.00'	S34° 51' 01"E
L6	12.00'	S55° 08' 59"W

NOTE: BEARINGS ARE BASED ON
AN ASSUMED MERIDIAN AND ARE
USED TO DENOTE ANGLES ONLY.



3-7-2022

ORDINANCE NO. 85-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY AND A CONTRACT FOR RIGHT OF ENTRY RELATIVE TO THE WEST SMITH RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Contract for Sale and Purchase of Real Property and a Contract for Right of Entry for the property located on Permanent Parcel No. 028-19C-04-012, relative to the West Smith Reconstruction Project.

SEC. 2: That a copy of the Contract for Sale and Purchase of Real Property and the Contract for Right of Entry are marked Exhibit A and B, attached hereto and incorporated herein.

SEC. 3: That the funds to cover the contracts, in the amount of \$6,655.00 are available in Account No. 108-0610-54411.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that Right of Way acquisition is an important milestone in the ODOT project development process; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

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

ORD. 85-22
Exh. A

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 Grantee, 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

LPA RX 851 WD

QWS

Ver. Date 06/22/2021

Page 1 of 3

Rev. 06/09

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

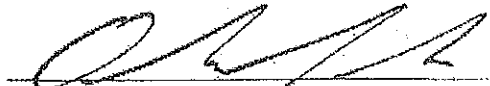
LPA RX 851 WD

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



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

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

LPA RX 851 WD

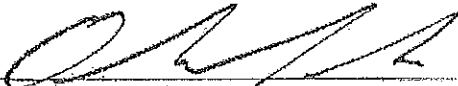
Page 3 of 3

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

ORDINANCE NO. 86-22

AN ORDINANCE ACCEPTING A RIGHT-OF-WAY DEDICATION PLAT OF PART OF SMITH ROAD AND MEDINA STREET, AND DECLARING AN EMERGENCY.

WHEREAS: As part of the upcoming West Smith Road Reconstruction project, Baxter Street and Medina Street will be realigned; and

WHEREAS: The City of Medina owns an approximately 573 square foot parcel abutting the north east corner of this intersection and ODOT is requiring the City to dedicate this parcel as public right-of-way.

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

SEC. 1: That the Right-of-Way Dedication Plat of part of Smith Road and Medina Street pertaining to the West Smith Road Reconstruction Project is hereby dedicated to public use for street and all other utility purposes.

SEC. 2: That a copy of the Right-of-Way Dedication Plat is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That the City Engineer is hereby authorized and directed to cause the record plat to be properly recorded in the Medina County Record of Plats.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason Right-of-Way acquisition is an important milestone in the ODOT project development process; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

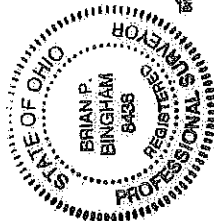
ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____

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



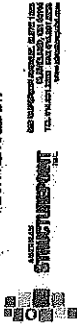
CERTIFICATION

I HEREBY CERTIFY THAT I HAVE EXAMINED THE LAND ON THIS PLAT THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SHOWN THEREON, THAT THE SURVEY BALANCES AND CLOSURE THEREON, THAT THE LINES AND CORNERS THEREON ARE CORRECT, AND THAT THE MONUMENTS SHOWN THEREON EXIST OR SHALL BE SET AS SHOWN.

4/4/2022
DWS

Brian P. Bingham, Ohio Professional Land Surveyor No. 8438

PLAN PREPARED BY:



ACCEPTANCE & DEDICATION

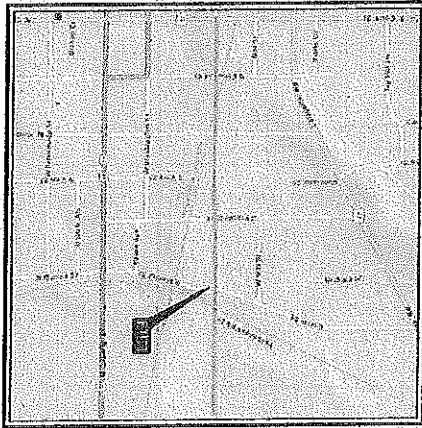
KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF MEDINA, BY DENNIS HANWELL, MAYOR, OWNER OF THE LANDS EMPLOYED WITHIN THIS SUBDIVISION HEREBY APPROVE AND ACCEPT THIS PLAT AND SUBDIVISION HEREBY ACT AND DEED AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE STREETS AND HIGHWAY AND CURB AND GUTTERS AS SHOWN ACCORDING TO THE LEGEND. I CERTIFY THAT THERE ARE NO UNRESOLVED 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 SAND COUNTY AND STATE, PERSONALLY APPEARED DENNIS HANWELL, MAYOR, WHO ACKNOWLEDGED THE LEGALITY OF THIS FORDING INSTRUMENT AND SIGNING OF THIS IN AT TO BE OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT _____, OHIO ON THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC _____
BY COMMISSION EXPIRES _____



LOCATION MAP

ACREAGE

DEDICATED RIGHT-OF-WAY _____ 0.0132 AC
TOTAL _____ 0.0132 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 PLAY DOCUMENT NO. _____
FEE: _____

MEDINA COUNTY RECORDER _____

RIGHT-OF-WAY DEDICATION PLAT

ORD 86-20

TOTAL	P.001	P.002
NO. OF PAGES	1	1
NO. OF SHEETS	1	1
DATE	4/4/2022	
PROJECT		

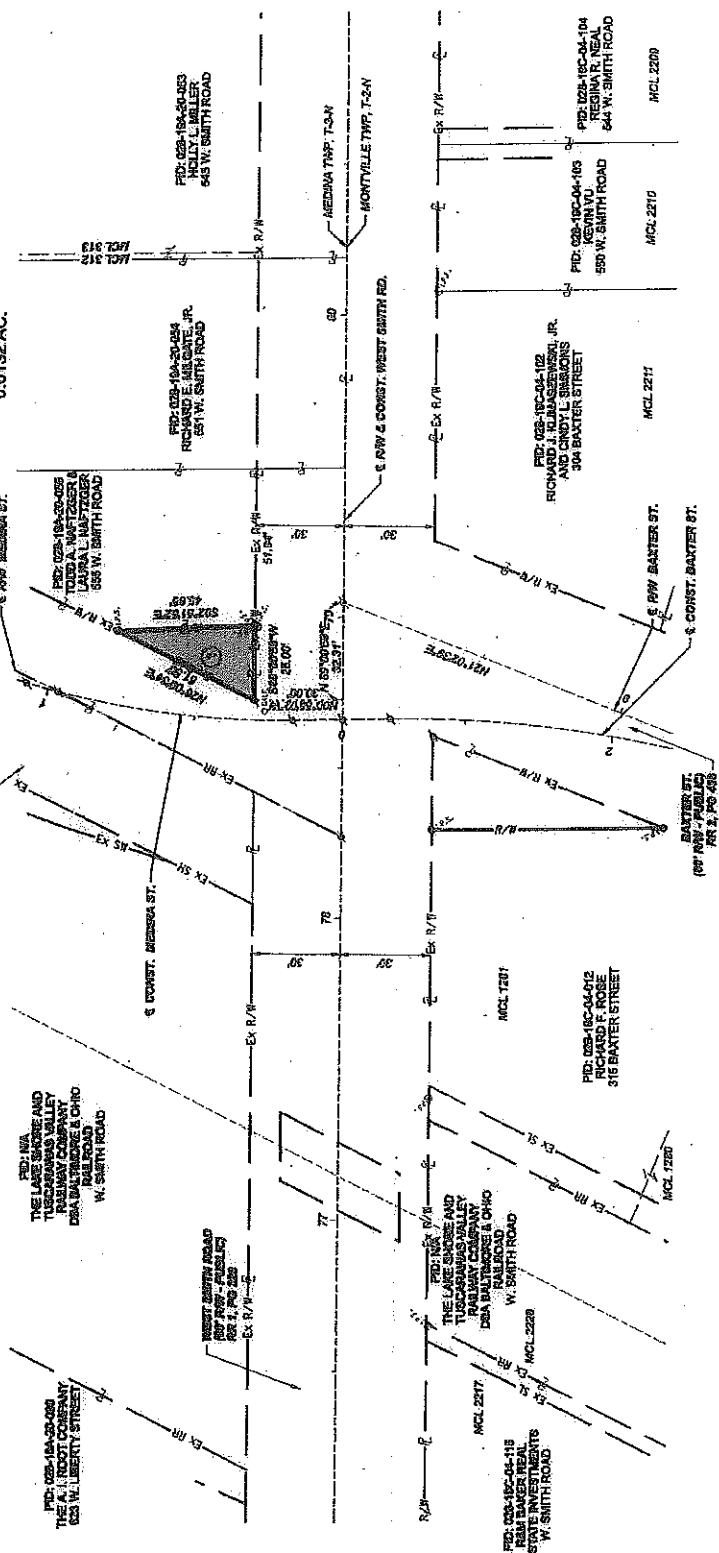
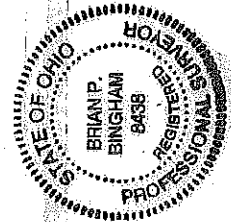


RIGHT-OF-WAY DEDICATION PLAT

PROJECT	STATION POINT
DATE	DATE
BY	BY
FOR	FOR
TOTAL	P. 002

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

①
PID: 025-19A-20-056
THE CITY OF
MEDINA, OHIO
DB 353, PG 431
22-WD
0.0132 AC.



LEGEND:
 CLK: IRON PIN FOUND
 CH: IRON PIPE FOUND
 S.P.: IRON PIN SET (8" x 3" WASI P3 1435 CAP)
 M: MAG NAIL SET

- RIGHT-OF-WAY DEDICATED BY THIS PLAT (0.1132 AC.)

CITY-RITE SECTION

ORDINANCE NO. 87-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENTS AND CONTRACTS FOR RIGHT OF ENTRY NECESSARY FOR THE WEST SMITH RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized to accept Easements and Contracts for Right of Entry necessary for the West Smith Reconstruction Project.
- SEC. 2:** That the Easement and Contract for Right of Entry are marked Exhibit A, attached hereto and incorporated herein, and are located on Permanent Parcel No. 028-19A-20-096, owned by the A.I. Root Company.
- SEC. 3:** That the Easement and Contract for Right of Entry are marked Exhibit B, attached hereto and incorporated herein, and are located on Permanent Parcel No. 028-19C-04-115, owned by Qilin Group, LLC.
- SEC. 4:** That the Three (3) Temporary Easements and Contract for Right of Entry, owned by Sunstone Management, LLC, are marked Exhibit C, attached hereto and incorporated herein.
- SEC. 5:** That the Temporary Easement and Contract for Right of Entry, owned by William J. Suliks, are marked Exhibit D, attached hereto and incorporated herein.
- SEC. 6:** That the funds to cover the easements, in the amount of \$2,370.00 are available in Account No. 108-0610-54411.
- SEC. 7:** 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. 8:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason failure to meet the deadline can delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 87-22
Exh. A

LPA RE 804
Rev. 04/2021

E
LPA

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

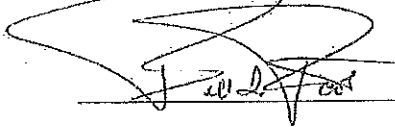
Medina County Current Tax Parcel No. 028-19A-20-096
Prior Instrument Reference: Deed Volume 62, Page 449, Medina County Recorder's Office.

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



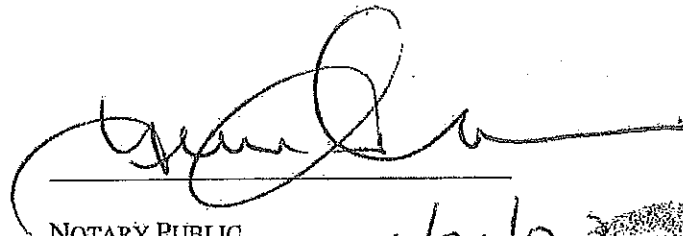
By: Brad I. Root

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

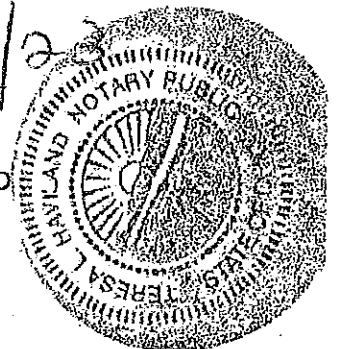
My Commission expires:

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

JWS

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
Rev. 06/09

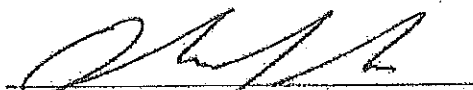
LPA RX 871 SH

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 abovementioned \$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 I. 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.

LPA RE 804
Rev. 04/2021

ORD. 89-22
Exh. B E
LPA

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 30th day of March, 2022.

QILIN GROUP, LLC, an Ohio limited liability company

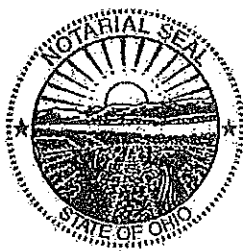


By: Manager Ryan Baker

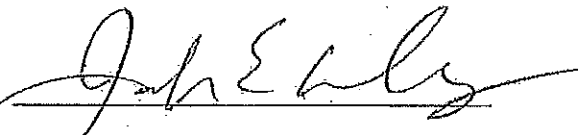
STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 30th 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

LPA RX #71 SH

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Rev. 06/09

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 ~~2018CR006999~~, 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

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 ~~2010OR00699~~ in the records of Medina County.

2021OR034048

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 "ASI PS 8759".

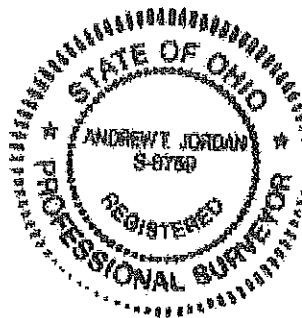
The stations referenced herein are from the plans known as MED - CR 0004 - 15.47 (W SMITH ROAD) on file with the City of Medina, Ohio.

American Structurepoint, Inc.



Andrew T. Jordan
Registered Professional Surveyor No. 8759

6-22-2021
Date



CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 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

Russ 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

Page 1 of 3

LPA RX #71 SH

Rev. 06/09

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~~ **2021OR034048** QILIN GROUP, LLC, an Ohio limited liability company

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 ~~2010OR000599~~ in the records of Medina County.

EXHIBIT A

Page 3 of 3

Rev. 06/09

LPA RX 871 SH


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 - 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

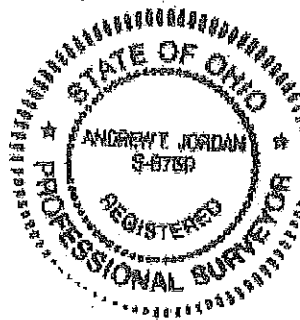


EXHIBIT B
TO
CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 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

ORD. 87-22
Exh. C

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 29th day of March, 2022.

SUNSTONE MANAGEMENT, LLC, an Ohio limited liability company

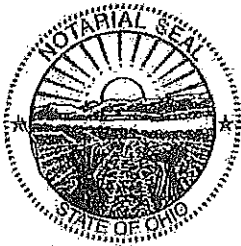
[Signature]
Signature

CHRISTOPHER A. Talbert Manager
Name and Title

STATE OF OHIO, COUNTY OF MEDINA SS:

BE IT REMEMBERED, that on the 29th 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. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023

[Signature]
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

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 ~~2019OR002518 and 2005OR031228~~ in the records of Medina County.

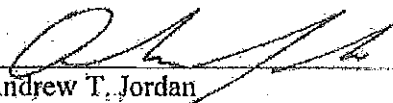
* 2022OR008300

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

LPA RX 887 T.

QWS

Ver. Date 06/22/2021

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Rev. 07/09

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;

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- 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 2020OR031228~~ in the records of Medina County.

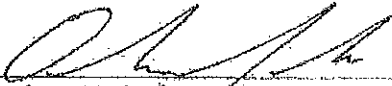
** 2022OR006300

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

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Rev. 07/09

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~~^{*} by the instruments filed as Document Numbers ~~2019OR002310 and 2005OR051220~~^{**}

* 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

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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, LLO

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, 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 2005CR01226~~** in the records of Medina County.

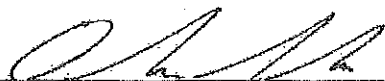
** 2022OR006300

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.

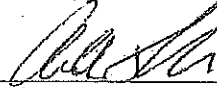
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

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

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LPA RX 887 T

GWS

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

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.

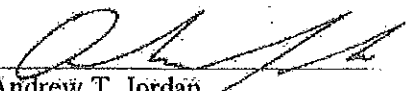
The current source of title to the boundary herein described as of this writing recorded in Document Numbers ~~2019OR002510~~ and ~~2005OR031228~~ in the records of Medina County.
* 2022OR006300

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

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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;**
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American Structurepoint, Inc.


 Andrew T. Jordan
 Registered Professional Surveyor No. 8759



6-22-2021
 Date

EXHIBIT A

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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**

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* SUNSTONE MANAGEMENT, LLC

** 2022OR006300

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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;

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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 .

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* 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

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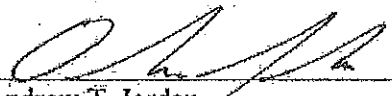
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American Structurepoint, Inc.


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

LPA RE 807
Rev. 10/2017

GRD. 87-22
EXH. D
TE
LPA

TEMPORARY EASEMENT

William J. Suliks, Married, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Medina, Ohio, the Grantee, does 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): 83-T

MED-CR 0004-15.47

SEE EXHIBIT A ATTACHED

Medina County Current Tax Parcel No. 028-19A-21-245

Prior Instrument Reference: Instrument No. 2014OR020456, 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.

And, for the consideration hereinabove written, Therese Suliks, the spouse of William J. Suliks, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF William J. Suliks and Therese Suliks have hereunto set their hands on the 29th day of March, 2022.

William J. Suliks
William J. Suliks, Married

Therese Suliks
Therese Suliks, Wife

STATE OF OHIO, COUNTY OF Medina ss:

The foregoing instrument was acknowledged before me this 29th day of March, 2022 by William J. Suliks and Therese Suliks. No oath or affirmation was administered to either William J. Suliks or Therese Suliks with regard to the notarial act.



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

Joseph E. Almady
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

Page 1 of 2

Rev. 07/09

LPA RX 887 T

QWS

Ver. Date 06/22/2021

PID 112540

**PARCEL 83-T
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 part of Medina City Lot 4836 as conveyed to William J. Sullks by the instrument filed as Document Numbers 2014OR020456 (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 point on the existing northerly right-of-way line of Smith Road, at the southeast corner of the said Medina City Lot 4836, being the southwest corner of that tract conveyed to South Court, LLC, an Ohio limited liability company by the instrument filed as Document Number 2019OR021053;

Thence along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 13.89 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+44.14 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence continuing along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+34.14;

Thence crossing through the said Medina City Lot 4836, for the following three (3) courses:

1. **North 00 degrees 00 minutes 00 seconds East for a distance of 14.96 feet** to a point being 44.96 feet left of the centerline of right-of-way of Smith Road station 102+34.24;

EXHIBIT A

LPA RX 887 T

Rev. 07/09

2. North 90 degrees 00 minutes 00 seconds East for a distance of 10.00 feet to a point being 44.90 feet left of the centerline of right-of-way of Smith Road station 102+44.24;
3. South 00 degrees 00 minutes 00 seconds East for a distance of 14.90 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

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-21-245.

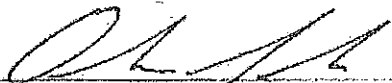
The current source of title to the boundary herein described as of this writing recorded in Document Number 2014OR020456 in the records of Medina County.

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.

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): 83-T
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 William J. Suliks, 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 \$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.

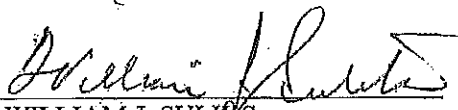
Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

- 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

And, for the consideration hereinabove written, Therese Suliks, the spouse of William J. Suliks, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above-described premises.


By: WILLIAM J. SULIKS

Date: 3-29-2022


By: THERESE SULIKS

Date: 3-29-2022

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 83-T
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
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[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 part of Medina City Lot 4836 as conveyed to William J. Suliks by the instrument filed as Document Numbers 2014OR020456 (all document references are to the records of Medina County, Ohio Recorder's office, unless otherwise stated).

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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 4836, being the southwest corner of that tract conveyed to South Court, LLC, an Ohio limited liability company by the instrument filed as Document Number 2019OR021053;

Thence along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 13.89 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+44.14 and being the **TRUE POINT OF BEGINNING** of the parcel herein described;

Thence continuing along the said existing northerly right-of-way of Smith Road and the southerly line of the said Medina City Lot 4836, **South 89 degrees 38 minutes 34 seconds West for a distance of 10.00 feet** to a point being 30.00 feet left of the centerline of right-of-way of Smith Road station 102+34.14;

Thence crossing through the said Medina City Lot 4836, for the following three (3) courses:

1. **North 00 degrees 00 minutes 00 seconds East for a distance of 14.96 feet** to a point being 44.96 feet left of the centerline of right-of-way of Smith Road station 102+34.24;

EXHIBIT A

Page 2 of 2

LPA RX 887 T

Rev. 07/09

2. North 90 degrees 00 minutes 00 seconds East for a distance of 10.00 feet to a point being 44.90 feet left of the centerline of right-of-way of Smith Road station 102+44.24;
3. South 00 degrees 00 minutes 00 seconds East for a distance of 14.90 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described.

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-21-245.

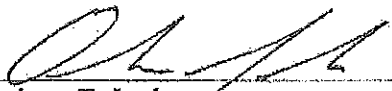
The current source of title to the boundary herein described as of this writing recorded in Document Number 2014OR020456 in the records of Medina County.

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.

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): 83-T
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

ORDINANCE NO. 88-22

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) ENVIROSIGHT ROVVER X SYSTEM SEWER CAMERA
FROM BEST EQUIPMENT COMPANY FOR THE STREET
DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the purchase of one (1) Envirosight Rovver X System sewer camera from Best Equipment Company, utilizing State Purchasing Contract Number STS670, Contract #800566, is hereby authorized for the Street Department.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this purchase, in the amount of \$91,769.00, are available in Account No. 105-0610-54413. (Price includes trade-in value (\$10,000) of current city owned 2005 model Rovver X Camera System)

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 89-22

AN ORDINANCE AMENDING ORD. 55-17, PASSED APRIL 24, 2017, RELATIVE TO MEMBERSHIP RATES FOR THE MEDINA COMMUNITY RECREATION CENTER.

WHEREAS: That the Membership Rates for the Medina Community Recreation Center currently read as follows:

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						
<p>“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.</p> <p>“Universal Member” is defined as people who live outside the Medina City limits AND outside the Medina City School District.</p> <p>“Non-Members” are defined as people who do not purchase annual memberships.</p> <p>“Adult” is defined as any person 18 years of age or older.</p> <p>“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)</p> <p>“Senior” is defined as any person 60 years of age and older.</p> <p>“2-Person” is defined as two adults (ages 18-59) who reside in the same household.</p> <p>“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.</p> <p>“Corporate Member” – see Corporate/Business Membership Policy</p>						
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+	
<p>*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.</p>						
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 st and July 1 st 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.		

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

SEC. 1: That the Membership Rates for the Medina Community Recreation Center are hereby amended as follows:

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 1st and July 1st 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.

F. Part-time Recreation Center employees that work 10 or more hours per week are eligible for a free monthly membership.

SEC. 2: That Ordinance 55-17, passed April 24, 2017, is hereby repealed.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 90-22

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 14-20, PASSED JANUARY 27, 2020,
RELATIVE TO THE SEXUAL OFFENDER PLAN OF
ACTION POLICY FOR THE MEDINA COMMUNITY
RECREATION CENTER.**

WHEREAS: Ordinance No. 14-20, passed January 27, 2020, adopted a Sexual Offender Plan of Action Policy for the Medina Community Recreation Center; and

WHEREAS: It has been requested to approve an amendment to the policy as the verbiage is outdated.

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

SEC. 1: That Ordinance No. 14-20, passed January 27, 2020, be and the same is hereby repealed.

SEC. 2: That the Mayor is hereby authorized to adopt a new MCRC Sex Offender and Facility Usage Plan of Action, marked Exhibit A, attached hereto and incorporated herein, subject to the Law Director's final approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

MCRC Sex Offender and Facility Usage Plan of Action

ORD. 90-22
RKH. A
"New"

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.

ORD. 90-22
"DLD POLICY"

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). 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.

ORDINANCE NO. 91-22

**AN ORDINANCE AMENDING ORDINANCE NO. 201-21,
PASSED DECEMBER 13, 2021. (Amendments to 2022 Budget)**

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

SEC. 1: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
107-0110-53315	30,000.00
139-0458-52215	19,398.00 *
301-0707-54411	570,000.00 *
104-0301-54411	150.00 *
104-0301-54411	100.00 *
104-0301-54411	150.00 *
104-0301-54411	150.00 *
104-0301-54411	150.00 *
104-0301-54411	150.00 *
104-0301-54411	150.00 *
104-0301-54411	50.00 *
104-0301-54411	150.00 *

SEC. 2: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
107-0110-50111	30,000.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor