

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

February 28, 2022  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (February 14, 2022)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Confirmation of Mayor's appointment.**

Mayoral Proclamation to Lieutenant Dave Birckbichler

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**  
(speakers limited to 5 min.)

Eric Stasiowski – Main Street Medina Strategic Plan Presentation

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 21-22, Ord. 22-22, Ord. 23-22, Ord. 24-22, Ord. 25-22, Res. 26-22, Ord. 27-22, Ord. 28-22, Ord. 29-22, Res. 30-22, Ord. 31-22, Ord. 32-22, Ord. 33-22, Ord. 34-22, Ord. 35-22, Ord. 36-22, Ord. 37-22, Ord. 38-22

Ord. 21-22

An Ordinance authorizing the Mayor to enter into a Developer Agreement with 5990 Branch Road LLC, an Ohio Limited Liability Company, pertaining to the Branch Road Infrastructure Improvements Project.

Ord. 22-22

An Ordinance authorizing the expenditure of Technology Engineering Group LLC for the City Hall Server Upgrade Project.  
(emergency clause requested)

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Ord. 23-22

An Ordinance authorizing the purchase of 24 Dell Computers, 24 Monitors, and 25 Microsoft Office 2019 Licenses from MNJ Technologies for various departments at the City of Medina.  
(emergency clause requested)

Res. 24-22

A Resolution commending Lieutenant David Birckbichler for his years of dedicated service to the City of Medina Law Enforcement and the Community.

Ord. 25-22

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for Liability and Property Insurance for the City of Medina.  
(emergency clause requested)

Res. 26-22

A Resolution accepting a donation from Murray and Sue Van Epp to be applied toward the purchase of twelve indoor bicycles for the Medina Recreation Center.

Ord. 27-22

An Ordinance authorizing the Mayor to sign a Conflict of Interest Waiver between the City of Medina and McDonald Hopkins LLC related to the Lindenwood Lake Dam Improvements Project.  
(emergency clause requested)

Ord. 28-22

An Ordinance authorizing the purchase and installation of rubberized flooring in the balcony area above the Recreation Center's Main Fitness Room from Messina Floor Covering.

Ord. 29-22

An Ordinance authorizing the Job Creation Grant Agreement for Expert Crane, Inc.

Res. 30-22

A Resolution authorizing the filing of a 629 Roadwork Development Grant application with the Ohio Department of Development in conjunction with Jobs Ohio.  
(emergency clause requested)

Ord. 31-22

An Ordinance approving the Petition of South Town Center, LLC to be included within the City of Medina-Montville Township Joint Economic Development District pursuant to Ohio Revised Code Section 715.76

Ord. 32-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Gates Mills Culvert Replacements Project.

Ord. 33-22

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An Ordinance accepting the Construction Agreement for KMK Development, Developers of Phase 2 of the Woodside Green Subdivision as required in Section 11173.08(c) and (d) of the Subdivision Code of the City of Medina, Ohio.

Ord. 34-22

An Ordinance authorizing the expenditure to Baker Dublikar Beck Wiley & Mathews for legal services provided to the Law Department.

Ord. 35-22

An Ordinance authorizing the Mayor to execute a Purchase Agreement with Vern Frega and Danielle Frega for the purchase of the property located at 368 Foundry Street, Medina, Ohio.

Ord. 36-22

An Ordinance authorizing the Mayor to sign the Certificate of Compliance with Procurement Requirements and the Memorandum of Agreement between the Auditor of State Keith Faber, the City of Medina, and Rea & Associates, Inc. for the preparation of the 2021, 2022, 2023, 2024 and 2025 financial audits.

(emergency clause requested)

Ord. 37-22

An Ordinance authorizing the Finance Director to make certain fund transfers.

Ord. 38-22

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget)

Ord. 39-22

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for consultant services for the PY22 City of Medina Community Housing Impact and Preservation Program (CHIP) and Community Development Block Grant (CDBG) Program applications including administration and implementation.

(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, February 14, 2022

**Call to Order:**

Medina City Council met in regular session on Monday, February 14, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III. Cub Scout Troop 3507 was present to lead in the Pledge of Allegiance.

**Roll Call:**

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

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

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, January 24, 2022, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Mr. Coyne asked for a moment of silence for Bill Batchelder.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening's Council meeting and will meet again on Monday, February 28, 2022.

Health, Safety & Sanitation Committee: Mr. Simpson had no report.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Bill Lamb had no report.

Streets & Sidewalks Committee: Mrs. Haire had no report.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose stated they had a meeting regarding an upgrade to their storage system and DR backup systems and will be moving that forward.

**Requests for Council Action:**

Finance Committee

- 22-017-2/14 – Expenditure – State Bid – MNJ Tech., Dell Computers, Monitors, Licenses
- 22-018-2/14 – Expenditure Over \$15,000 – Solid Ground Construction, CHIP Home Repair
- 22-019-2/14 – RFQ/RFP's for PY22 CHIP & CDBG Consultant Services
- 22-020-2/14 – Accept Donation from Murry & Susan Van Epp – MCRC Indoor Bicycles
- 22-021-2/14 – RFP's for Liability and Property Insurance Coverage
- 22-022-2/14 – Conflict of Interest Waiver – Lindenwood Lake Dam Improvements Project

22-023-2/14 – Cooperative Purchase – Rubberized Flooring at MCRC – Messina Floor  
22-024-2/14 – Expenditure Over \$15,000 – Keiser Corp. – MCRC Indoor Bicycles  
22-025-2/14 – Job Creation Grant Agreement – Expert Crane, Inc.  
22-026-2/14 – Grant Application – Ohio Dept. of Development – 629 Roadwork  
22-027-2/14 – Petition to Join JEDD – South Town Center, LLC  
22-028-2/14 – Expenditure Over \$15,000 – Solid Ground Construction, CHIP Home Repair  
22-029-2/14 – Bids, Job #1061 – Gates Mills Culvert Replacements  
22-030-2/14 – Construction Agreement – Woodside Green Subdivision, Ph. 2  
22-031-2/14 – Expenditure – Baker, Dublikar, Beck, Wiley & Mathews – Law Dept.  
22-032-2/14 – 2021 – 2025 Financial Audit  
22-033-2/14 – Purchase Agreement – 368 Foundry Street  
22-034-2/14 – Land Acquisition for the Airport

**Reports of Municipal Officers:**

Mayoral Proclamation to Michelle Powell – Let's Make a Difference

**Dennis Hanwell, Mayor,**

- A. Thoughts and Prayers to the family of Bill Batchelder who passed away Saturday, Feb. 12.  
He was a respected public servant.
- B. Hydrants/Sidewalks - Respectfully ask residents/businesses to clear snow from the sidewalks for pedestrians/students walking to and from school, library, Rec. Center, etc. Also request same for fire hydrants to permit quick access when hydrant is needed for fire emergency.
- C. City/schools collaboration - cleared ice/snow from sidewalks on E. Union from N. Court to N. Spring Grove as there are 3 schools on street, sidewalks right against curbs, and major cut through from Court Street to Weymouth Rd. for safety of walkers to/from schools and MCRC.
- D. 28th Annual Medina Ice Festival will be held Friday Feb. 18 thru Monday Feb. 21. Great event that brings in visitors from all over to experience our carvings, city, and support our local businesses. Thankful to Elegant Ice Creations for continuing to host this event here. Our thanks to title sponsor Serpentine of Medina as well as the many other sponsors who make this event so successful.
- E. Mayoral Proclamation for Michelle Powell recognizing her 21 years as leader/director of the Let's Make a Difference program in our community!

**Keith Dirham, Finance Director,** Keith echoed what the mayor stated about Mr. Batchelder and expressed his condolences to his family. Congratulations to Michelle Powell, a number of us here have come to her program and it is very impressive what she has been able to do. Keith reminded all residents that the city does have an income tax with RITA. RITA-Ohio.com

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**Greg Huber, Law Department**, expressed condolences to the Batchelder family stating it was always a pleasure working with Bill.

**Chief Kinney, Police Department**, congratulated Michelle Powell on her accomplishments over 21 years with "Let's make a difference". Chief Kinney stated she may or may not have an idea of how many kids she has affected and how many kids that she's kept outside of our Police Department and the good that she has done in our community. You've done a great job and have left some big shoes to fill to continue on the legacy you've established. Thank you from the Police Department. Condolences to the Batchelder family.

**Chief Walters, Fire Department**, had no report.

**Kimberly Marshall, Economic Development Director**, Kimberly stated the 2022 addition of the Medina Magazine has been published and is out for circulation. She offered condolences and sympathies to the Batchelder family.

**Jansen Wehrley, Parks and Recreation Director**, was not in attendance.

**Dan Gladish, Building Official**, 2022 construction is off to a fast start. The Building Department continues to see major investments in the City. Not only in residential – also in the commercial and industrial areas.

We currently have 19 Commercial / Industrial projects on the books. They include:

- Two medical projects – Medina Hospital
- Two school projects – Medina County Career Center
- Four industrial projects – Sandridge Foods, Gabiak Trucking, South Progress Industrial, & Trailer One
- Three food service projects – First Watch, Big Dog Daddy's BBQ
- Six business and mercantile projects – Fierce Tanning, Century Cycle, Bumble Bee Day Care, Hutch Nutrition, Sweets & Geeks, & Wichert insurance.
- Two County building projects – Medina County Court Building and Jail renovation

These projects include new buildings, additions, alterations and tenant space build-outs. Six of these projects are on North Court and one on South Court.

**Nino Piccoli, Service Director**, offered congratulations to Michelle Powell for all the good she has done for this community. Condolences to the Batchelder family.

**Patrick Patton, City Engineer**, had no report.

**Andrew Dutton**, stated they had their monthly Planning Commission and Board of Zoning Appeals meeting last week. Approvals were a 97-unit self-storage facility on the west side of Foundry Street as well as an expansion of a daycare center on North Court.

**Confirmation of Mayoral appointment**

Planning & Zoning Commission – Nathan Case – Exp. 12/31/25

Mr. Shields moved to confirm the Mayor’s appointment, seconded by Mr. Simpson. The roll was called and the appointment was confirmed by the yea votes R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Notices, communications and petitions:**

There were none.

**Unfinished Business:**

There was none

**Introduction of Visitors:**

Minister Senesa Peterson, resident of Medina.

Stated concerns she has with the area by Speedway and across from the plaza by Buehler’s with traffic and turning lanes there, and all throughout N. Court with the median.

**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. 014-22, Ord. 015-22, Ord. 016-22, Ord. 017-22, Ord. 18-22, Res. 019-22, and Res. 020-22. The roll was called and the motion passed with the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Ord. 014-22:**

**An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for a Signal Timing Project on US 42.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 014-22, seconded by Mr. Simpson. Mr. Patton stated this request came to them by ODOT and was limited to just study of US 42. We requested and they agreed to expand that study to include all the signals in the Historic district (12 total). ODOT will be hiring a consultant to perform this study and the value of that contract is approximately \$57,000.00 with no city match. The roll was called and Ordinance/Resolution No. 014-22 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

**Ord. 015-22:**

**An Ordinance authorizing the expenditure of \$65,000 to Lake County Sewer Co. for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 015-22, seconded by Mr. Simpson. Mr. Piccoli stated this ordinance will allow the Service Department to continue the repairs on our storm sewers. The roll was called and Ordinance/Resolution No. 015-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

**Ord. 016-22:**

**An Ordinance authorizing the expenditure of \$60,000 to Signal Service Company for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 016-22, seconded by Mr. Simpson. Mr. Piccoli stated this will handle emergency repairs on the street light poles/traffic signals, and our master cabinets. The roll was called and Ordinance/Resolution No. 016-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

**Ord. 017-22:**

**An Ordinance authorizing the expenditure to Goodyear Tire and Rubber Company for the Sanitation Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 017-22, seconded by Mr. Simpson. Nino stated this will allow them to continue to get supplies from Goodyear, they have been a great provider in the last years and they meet or beat State pricing. The roll was called and Ordinance/Resolution No. 017-22 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 018-22:**

**An Ordinance authorizing the Mayor to enter into Task Order #6 to the Agreement with Delta Airport Consultants, Inc. for Professional Services at the Medina Municipal Airport relative to the Airport ALP and APM "Pena and Ink" update.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 018-22, seconded by Mr. Simpson. Mr. Huber stated this allows expansion of parking hangars with the acquisition of some new land. The roll was called and Ordinance/Resolution No. 018-22 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 019-22:**

**A Resolution authorizing the Mayor to accept a CARES Act (Coronavirus Aid, Relief and Economic Security Act) Grant from the Federal Aviation Administration (FAA) to be used for any purpose for which airport revenues may be lawfully used at the Medina Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 019-22, seconded by Mr. Simpson. Mr. Patton stated he would talk about this ordinance and the following since they are both similar. The FAA during the COVID relief period basically granted the city three different airport grants. We didn't apply but were granted and we accepted one of them previously, these resolutions are to accept the other two and allow us to spend them. The roll was called and Ordinance/Resolution No. 019-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Res. 020-22:**

**A Resolution authorizing the Mayor to accept an ARPA (American Rescue Plan Act) grant from the Federal Aviation Administration (FAA) to be used for various purposes at the Medina Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 020-22, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 020-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.



**Council Comments:**

Dennie Simpson – congratulations to John Coyne on his State award for Pole Vaulting. He thanked Michelle for her dedication over the years and sent condolences to the Batchelder family. We've also lost other community leaders recently: Jim Gowe from 620 Construction, and from the school system, Jim Wells who was a high school teacher and coach. They will be deeply missed and we are proud of the accomplishments they made in our community. Be kind to one another.

Ms. Haire congratulated Michelle Powell stating she got to see her in action and she truly did make a difference and truly cared about the youth in our community and did a great job. Regi stated she has received quite a few emails and phone calls over the last month in regards to the weather and different situations. I want to thank the residents for contacting me and if they have any other concerns or questions, to please continue to contact her and she will get back to you as soon as possible. Ms. Haire reminded residents to clear around the fire hydrants in your neighborhood so the Fire Department has easy accessibility if needed.

Ms. Hazeltine offered condolences to the Batchelder family as well as the other community leaders that we have unfortunately loss in the past few weeks. She thanked the Van Epps Family for their continued generosity to the City of Medina, most recently with the donation of the equipment to the Rec Center. She thanked the Service Department for collaborating with the schools and taking care of the sidewalk sections at East Union.

Jessica stated Michelle Powell has definitely made a difference in the community and it hasn't gone unnoticed.

Jessica stated she genuinely cares about the resident's feedback and she has been newly appointed to the Special Legislation Committee and they will be discussing feeding the wild animals ordinance and asks that you please email her with your thoughts and concerns and you are also welcome to text or call her, just please do not send her an automated message as she prefers personal communication.

Jessica mentioned she is in the Dancing with the Stars for Faith in Action this year, please consider supporting Faith in Action it is a great program here in Medina that provides transportation for the elderly.

Mr. Lamb expressed what great work Michelle has done over the last 21 years, the work of someone building the future. Mr. Lamb expressed Condolences to the Batchelder family and gave gratitude to the Cub Scouts in attendance.

Mr. Rose expressed gratitude to Michelle Powell and condolences to the Batchelder Family. He stated he appreciated the Cub Scouts in attendance today.

Mr. Shields expressed his condolences to the Batchelder family. Jim Wells was a teacher, a coach and an amazing athlete, a wonderful guy that had such an impact on our students and community in different ways. Mr. Shields also spoke about Jim Gowe and how much respect he had for him and everything he has done for this community to make Medina a better place. Jim also mentioned PM Jones, another great community leader. We would not have had a Hospice here in Medina if

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it weren't for him. He came from a long line of Joneses that were involved in Old Phoenix Bank. These four great people that made life better for all of us that call Medina a home.

Jim spoke highly of Miss Michelle and stated her and Carol are a force of nature when they are together making it hard to say no to them!

There being no further business, the meeting adjourned at 8:11 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 21-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPER AGREEMENT WITH 5990 BRANCH ROAD LLC, AN OHIO LIMITED LIABILITY COMPANY, PERTAINING TO THE BRANCH ROAD INFRASTRUCTURE IMPROVEMENTS PROJECT.**

**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 Developer Agreement with 5990 Branch Road LLC, an Ohio Limited Liability Company, pertaining to the Branch Road Infrastructure Improvements Project.

**SEC. 2:** That a copy of the Developer Agreement 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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**DEVELOPER AGREEMENT**

This Developer Agreement (the "Agreement"), is entered into as of January 28, 2022, by and between 5990 Branch Road LLC, an Ohio limited liability company (the "Developer"), and the City of Medina, a body politic and corporate political subdivision organized and existing according to the laws of the state of Ohio (the "City") (the Developer and the City collectively, the "Parties"), in furtherance of Resolution No. 216-21 A Resolution Supporting The Branch Road Infrastructure Improvements project, and sets forth the various understandings by and between the Parties with regard to the "Project" as defined below.

1. **The Project.** The "Project" means the plans, and subsequent undertakings to develop, upgrade, and modify land from Commerce Drive to the westerly limits of MCL 8875 in the City of Medina and/or York Township (the "Fruth-Turner Property") to accommodate industrial development including: (a) renovation of Branch Road from Commerce Drive to the westerly limits of MCL 8875 to accommodate industrial traffic, including, without limitation, grading work, and paving work ("Branch Road Renovation"); (b) installation of a storm sewer and/or ditches to drain Branch Road ("Branch Road/Storm Drainage Improvements"); (c) extension of the sanitary sewer from Commerce Drive to the westerly limits of MCL 8875 (the "Fruth-Turner Property" ("Sanitary Improvements"); (d) extension of water access from Commerce Drive to the westerly limits of MCL 8875 (the Fruth-Turner Property) including fire hydrants ("Water Improvements"); (e) construction of site improvements on Permanent Parcel No. 050-31A-26-011 ("Site Improvements"); construction of industrial structures, and other buildings, on Permanent Parcel No. 050-31A-26-011 ("Building Improvements"); (f) procuring necessary permits, easements, and licenses; and (g) all other transactions, developments, consents, licenses, and plans necessary to affect the developmental intent of the Parties with respect to the industrial development of the Fruth-Turner Property to accommodate the construction, operation and use of a manufacturing, engineering and administrative facility (collectively the "Project").
2. **City's Responsibilities.** With respect to the Project, the City will undertake and bear the costs of the following: (a) Road Renovations; (b) Branch Road/Storm Drainage Improvements; and (c) if required, at City's expense, securing the necessary easements from third parties (if applicable) necessary to complete the work related to the Project, including allowing Developer access to undertake and complete the Sanitary Improvements and the Water Improvements, and coordination of same with Medina County Sanitary Engineers.
3. **Developer's Responsibilities.** With respect to the Project, the Developer will undertake and bear the costs of the following: (a) the Sanitary Improvements; (b) the Water Improvements; (c) the procurement of completed engineered plans prepared by Alber & Rice, Inc ("A&R") or such other qualified civil engineering firm relative to the Road Renovations, Branch Road/Storm Drainage Improvements, Sanitary Improvements, Water Improvements, Site Improvements and Building Improvements; and (d) provided progress on the Project is made in accordance with the understandings set forth herein, undertake and complete the Site Improvements as well as the Building Improvements, as determined by the Developer subject to approval and performed in accordance with the City of Medina Ordinances, as amended, and procedures.
4. **Terms and Conditions of Performance.** Performance of the Developer's and the City's responsibilities must conform to the following terms and conditions: (a) all work contemplated in Sections 2 and 3 above shall be performed in accordance with the engineered plans, Title Nine of the Code of Ordinances of the City, as amended, and in accordance with Titles Eleven and Thirteen (as well as other applicable provisions) of the Ordinances of City, as amended, subject to approval by the requisite department(s) of the City of Medina for each element of the Project - which approval will not be unreasonably withheld; (b) the Parties will, in good faith, work with all necessary third parties, including, without limitation, all offices, organizations, and subdivisions of Medina County, to expediently complete

the Project with a target completion date of December 2023; (c) upon completion of the Water Improvements, Developer will donate the Water Improvements to the City; and (d) upon completion of the Sanitary Improvements, Developer will donate the Sanitary Improvements to the City. In return, the City will cooperate in good faith with Developer to establish acceptable terms with the Medina County Sanitary Engineer related to the Water Improvements and the Sanitary Improvements, including addressing tie-in fees in conjunction with the work. In addition, for a period of twenty (20) years from the donation of the Water Improvements and the Sanitary Improvements, as the case may be, the City and Developer will cooperate in good faith to recoup for Developer a reasonable percentage of the costs associated with completing the Water Improvements and Sanitary Improvements from third parties who seek to tie-into those improvements.

5. **Recourse.** The Developer will complete the Water Improvements and Sanitary Improvements in accordance with the approved engineered plans and within the time for completion as determined by the Medina City Engineer as set forth in the City of Medina Code of Ordinances or the time set forth in the ordinance approving the recorded plat for the Branch Road improvements. If the improvements are not completed within the specified time, the City, upon proper notice, may complete the improvements and recover full cost and expenses thereof from the Developer, and may appropriate such portion of money or bonds posted for the faithful performance of said work.

6. **Authorization and Approval.** The Parties acknowledge that actions, undertakings and investments will be made to perform the commitments and obligations set forth herein upon the effective date of the adoption of this Agreement by the Medina City Council. Execution hereof on behalf of the City will be authorized subject to approval of completed engineered plans for the Branch Road Renovation, the Branch Road/Storm Drainage Improvements, the Sanitary Improvements, and the Water Improvements.

**IN WITNESS WHEREOF**, authorized representatives of the Parties hereto have executed this Developer Agreement indicating their respective Party's approval of the terms herein as of the day and year first above set forth.

**CITY OF MEDINA, OHIO:**

By: \_\_\_\_\_  
Name: Dennis Hanwell  
Title: Mayor, City of Medina

**5990 BRANCH ROAD LLC:**

By: \_\_\_\_\_  
Name: James C. Doty  
Title: President, 5990 Branch Road LLC

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF MEDINA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named CITY OF MEDINA, OHIO, by Dennis Hanwell, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the CITY OF MEDINA, OHIO, and the free act and deed of himself personally as such officer.

The foregoing instrument was acknowledged before me with no oath or affirmations on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named 5990 BRANCH ROAD LLC, by James Doty, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the 5990 BRANCH ROAD LLC, and the free act and deed of himself personally as such officer.

The foregoing instrument was acknowledged before me with no oath or affirmations on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**ORDINANCE NO. 22-22**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO TECHNOLOGY ENGINEERING GROUP LLC FOR THE CITY HALL SERVER UPGRADE PROJECT, AND DECLARING AN EMERGENCY.**

**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 expenditure to Technology Engineering Group LLC for the City Hall Server Upgrade Project through GSA Contract #GS-35F-303DA, is hereby authorized for the City of Medina.

**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 these purchases, in the amount of \$121,640.00, are available in Account No. 388-0714-54413.

**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 to complete this project within 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:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



**ORDINANCE NO. 23-22**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF 24 DELL COMPUTERS, 24 MONITORS, AND 25 MICROSOFT OFFICE 2019 LICENSES FROM MNJ TECHNOLOGIES FOR VARIOUS DEPARTMENTS AT THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.**

**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.

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

- SEC. 1:** That the purchase of 24 Dell computers, 24 monitors and 25 Microsoft Office 2019 licenses from MNJ Technologies under State Purchasing Contract Number STS 534109 (equipment) and CARAHSOFT STS 534354 (licenses) is hereby authorized for various departments in the City of Medina.
- 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 estimated amount of \$43,636.00, are available in Account #388-0714-53315.
- 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 to take advantage of the state bid pricing; 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**

**RESOLUTION NO. 24-22**

**A RESOLUTION COMMENDING LIEUTENANT DAVID BIRCKBICHLER FOR HIS YEARS OF DEDICATED SERVICE TO THE CITY OF MEDINA, LAW ENFORCEMENT, AND THE COMMUNITY.**

**WHEREAS:** *Dave Birckbichler* has faithfully and conscientiously served the City of Medina as a Patrol Officer from April of 1995 until September of 2005, and Sergeant from 2005 until July 23, 2010, when he was promoted to Lieutenant; and

**WHEREAS:** *Dave Birckbichler* has provided exemplary leadership and guidance in both his public and private life and has always put the greater good of the community ahead of personal consideration; and

**WHEREAS:** Throughout his years of service *Dave Birckbichler* has demonstrated the highest example of character, ethics, morals, and unselfish service to the city and the community.

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

**SEC. 1:** That Medina City Council wishes to express its deepest gratitude and appreciation to *Lieutenant Birckbichler* for his countless contributions and exemplary service to the city, law enforcement, and the community.

**SEC. 2:** That Medina City Council wishes *Dave Birckbichler* good health, success and prosperity in his retirement and all future endeavors.

**SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**ORDINANCE NO. 25-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUESTS FOR PROPOSAL (RFP's) FOR LIABILITY AND PROPERTY INSURANCE FOR THE CITY OF MEDINA, 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 solicit Requests for Proposals (RFP's) for liability and property insurance for the City of Medina.

**SEC. 2:** That a copy of the Request for Proposals is on file in the office of the Mayor.

**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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the current coverage expires on April 1, 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**

**RESOLUTION NO. 26-22**

**A RESOLUTION ACCEPTING A DONATION FROM MURRAY AND SUE VAN EPP TO BE APPLIED TOWARD THE PURCHASE OF TWELVE INDOOR BICYCLES FOR THE MEDINA RECREATION CENTER.**

**WHEREAS:** *The Van Epp family* has established the "Van Epp Family Fund" to gift funding to charities and/or organizations they deem important; and

**WHEREAS:** *Murray and Sue Van Epp* have graciously donated \$19,152.00 to the City of Medina toward the purchase of twelve (12) indoor bicycles for the new Studio within the Medina Recreation Center, and that the funds shall be appropriated to Account No. 574-0351-53315.

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

**SEC. 1:** That Medina City Council, by this Resolution, recognize, commend, and express their sincere thanks and appreciation to *Murry and Sue Van Epp* for this recent donation.

**SEC. 2:** That a signed copy of this Resolution shall be presented to *Murry and Sue Van Epp* in appreciation for their valued services in the public interest of the City of Medina, Ohio.

**SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**ORDINANCE NO. 27-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A CONFLICT OF INTEREST WAIVER BETWEEN THE CITY OF MEDINA AND MCDONALD HOPKINS LLC RELATED TO THE LINDENWOOD LAKE DAM IMPROVEMENTS 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 sign a Conflict of Interest Waiver between the City of Medina and McDonald Hopkins LLC, pertaining to the Lindenwood Lake Dam Improvements Project.

**SEC. 2:** That a copy of the Conflict of Interest Waiver 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to assist in resolving the Lindenwood Lake Dam Improvements Project as expeditiously as possible; 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**

Dennis Hanwell  
Mayor  
City of Medina

**Re: Lindenwood Lake Dam Improvements Project**

Dear Mr. Mayor:

As you are aware, McDonald Hopkins LLC (the "Firm") represents the City of Medina ("Medina") in connection with various purpose improvement and refunding bonds, series 2021. (the "Transaction"). As you are also aware, the Firm currently represents Marks Construction, Inc. ("Marks Construction") in the above referenced matter, which is unrelated to the Transaction.

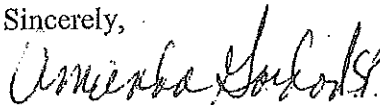
Under the ethical rules of the legal profession, our firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in unrelated matters would create a potential conflict of interest. Accordingly, in an abundance of caution, and pursuant to the Rules of Professional Conduct and the policy of this Firm, we ask that Medina waive and consent to any actual or potential conflict of interest arising out of our Firm's concurrent representation of Medina in the Transaction and of Marks Construction in matters unrelated to the Transaction. We are requesting a similar waiver from Marks Construction.

In connection with this, I would like to emphasize a few points. Medina should consider whether there is material risk that our Firm would be less zealous in pursuing its interests in view of our representation of Marks Construction. Medina should also consider whether there is a material risk that its confidences or secrets could be used adversely to it due to our relationship with Marks Construction. In this regard, I do not believe a risk exists that the Firm's representation of Marks Construction in unrelated matters will influence our representation of Medina. I do not believe our Firm would be less zealous in pursuing Medina's interests in the Transaction. In addition, I do not believe any risk exists of our Firm disclosing Medina's confidence or secrets due to our ethical obligations and Firm policy of not using or disclosing confidential information of a client without that client's express written permission. Nonetheless, Medina has the right to have independent counsel review this proposed waiver of conflict and the Firm encourages it to do so.

Accordingly, this letter confirms that Medina waives and consents to any and all conflicts of interest that may exist or may hereafter arise with respect to the Firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in matters unrelated to the Transaction. This will also confirm that Medina will not seek to disqualify me or the Firm from representing Marks Construction, provided that such representation is unrelated to the Transaction. In this regard, the Firm acknowledges that any consent provided does not extend to the representation by the Firm of Marks Construction in any litigation, arbitration or other adverse proceedings or claims that might arise between Medina and Marks Construction in connection with the Transaction. If that were to occur, the Firm would not represent either party.

If this is acceptable, please confirm the waiver of and consent to the above-described conflicts of interest by signing where indicated below and return a copy to me. In the meantime, please feel free to call me with any questions or comments.

Sincerely,



Amanda Gordon

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
City of Medina

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]



**ORDINANCE NO. 28-22**

**AN ORDINANCE AUTHORIZING THE PURCHASE AND INSTALLATION OF RUBBERIZED FLOORING IN THE BALCONY AREA ABOVE THE RECREATION CENTER'S MAIN FITNESS ROOM FROM MESSINA FLOOR COVERING.**

**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.

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

**SEC. 1:** That the purchase and installation of rubberized flooring in the balcony area above the Recreation Center's main fitness room from Messina Floor Cover, cooperatively purchased through Matter Surfaces' Sourcewell Contract #0600518, is hereby authorized for the Medina Community Recreation Center.

**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 estimated amount of \$29,750.00, are available in Account #574-0351-53322.

**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. 29-22**

**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR EXPERT CRANE, INC.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

**WHEREAS:** Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

**WHEREAS:** As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

**WHEREAS:** The Business Development Committee recommended the attached grant agreement for Expert Crane, Inc.

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

**SEC. 1:** That the Job Creation Grant Agreement #JCG23 for Expert Crane, Inc. is hereby authorized.

**SEC. 2:** That the Mayor is hereby authorized to execute all documentation associated with the Grant.

**SEC. 3:** That a copy of the Job Creation Grant Agreement is marked Exhibit A, attached hereto and incorporated herein.

**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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

ORD. 29-22  
Exh. A

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG23-Expert Crane Inc.  
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Expert Crane, Inc. with its main offices located at 5755 Grant Avenue, Cuyahoga Heights, OH 44105 (hereinafter referred to as "Company"), and is dated as of \_\_\_\_\_

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, Expert Crane, Inc. is desirous of relocating to expand their business in the City of Medina located at 5990 Branch Rd, Medina, Ohio to create 48 new full-time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Expert Crane, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Expert Crane, Inc. has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Expert Crane, Inc. has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of Expert Crane, Inc. and has recommended the same to Medina City Council on the basis that Expert Crane, Inc. is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. Expert Crane, Inc. shall build a facility located at 5990 Branch Rd, Medina, Ohio

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of **\$10,510,000.00** (dollars) the PROJECT.

- B. The PROJECT will involve a total investment; plus or minus 10%, by Expert Crane, Inc. as follows:

1. Land	\$	<u>365,000.00</u>
2. Additions/New Construction	\$	<u>7,050,000.00</u>
3. Machinery & Equipment	\$	<u>745,000.00</u>
4. Furniture & Equipment	\$	<u>250,000.00</u>
5. Inventory	\$	<u>600,000.00</u>
6. Other – Cranes	\$	<u>1,500,000.00</u>
<b>TOTAL</b>	<b>\$</b>	<b><u>10,510,000.00</u></b>

- C. Improvements to facility will begin approximately June, 2022 and will be completed approximately December, 2022.

3. Job Creation and Retention.

- A. Expert Crane, Inc. shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **48** new full-time permanent job opportunities in the City of Medina.

- 1) Expert Crane, Inc. schedule for hiring permanent full-time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
<b>1</b>	<b>43 (2023)</b>
<b>2</b>	<b>5 (2024)</b>
<b>3</b>	<b>0 (2025)</b>

- B. The job creation period begins approximately January, 2023 and all jobs will be in place by December 2025.
- C. The Company currently has 0 employees in the City of Medina. In total, the Company has 41 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$3,980,000.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Payroll Taxes New to Medina</u>
6	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$24,875.00 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**.
- C. To receive a grant in any given year, **Expert Crane, Inc.** must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Expert Crane, Inc. does not achieve at least 90% of new payroll and employment projections, Expert Crane, Inc. shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If Expert Crane, Inc. fails to meet 75% of new payroll and new employment projections in any given year, the grant shall not be awarded for that year.
- (3) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

## 5. Grant Payments.

### A. Initial Grant Payment.

- (1) Year 3 projections must be met by December 31, 2025. The initial grant payment shall be made by approximately July 1, 2026 (following year), or Tax Incentive payments will commence upon the fulfillment of job creation and payroll obligations provided that Expert Crane, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2026, at the latest or February 28, 2024 at the earliest. Reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start date or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Expert Crane, Inc. to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Expert Crane, Inc. is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that Expert Crane, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If Expert Crane, Inc. requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Expert Crane, Inc. to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by Expert Crane, Inc. for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. Payment of Taxes and Filing Reports and Returns. Expert Crane, Inc. shall pay all taxes and shall file all tax reports and returns as required by law. If Expert Crane, Inc. fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Expert Crane, Inc. shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Expert Crane, Inc. compliance with the Agreement.
8. Maintenance of Grant.
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Expert Crane, Inc. materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Expert Crane, Inc. certifies that at the time this Agreement is executed, Expert Crane, Inc. does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Expert Crane, Inc. is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code; or, if such delinquent taxes are owed, Expert Crane, Inc. currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Expert Crane, Inc. For the purposes of

the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, Expert Crane, Inc. is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of Expert Crane, Inc. or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of Expert Crane, Inc. in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If Expert Crane, Inc. fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If Expert Crane, Inc. fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of Expert Crane, Inc.'s breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if Expert Crane, Inc. fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within



ten (10) days, if Expert Crane, Inc. has not made a good faith start of the cure, and/or not diligently pursued same.

E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Expert Crane, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.

F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:

1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or

2) In the event that Expert Crane, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and Expert Crane, Inc. shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date Expert Crane, Inc. moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 10 year period beginning on the effective date of this Agreement; or within ten (10) days from the date Expert Crane, Inc. is notified by the City of Medina that any tax certification is fraudulent.

G. Expert Crane, Inc. or successor entity shall promptly notify the City of Medina if any of the following events occur:

(i) If control of Expert Crane, Inc. or substantially all of its assets located at the Project site is obtained by another entity or shareholders or

(ii) If Expert Crane, Inc. merges with another entity or

(iii) If Expert Crane, Inc. substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of Expert Crane, Inc. or its successor entity to perform substantially the obligations of Expert Crane, Inc. under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of Expert Crane, Inc." for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to

own such or cease to have the unconditional right to elect a majority of Expert Crane, Inc.'s board of directors.

H. Each provision for modification or termination hereunder shall not affect Expert Crane, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Expert Crane, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Expert Crane, Inc. has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to: Director of Law— City of Medina  
Gregory Huber  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

If to \_\_\_\_\_ to:

Expert Crane, Inc.

\_\_\_\_\_  
James C. Doty, President  
5755 Grant Avenue  
Cuyahoga Heights, OH 44105

or such other address as may be noticed.

15. Condition Precedent. Expert Crane, Inc. and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Expert Crane, Inc., by James C. Doty, Owner/President, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSED BY:

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

CITY OF MEDINA

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

Title: Mayor

WITNESSED BY:

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

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

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

The legal form and correctness of the within instrument is hereby approved.

DIRECTOR OF LAW-- CITY OF MEDINA

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

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



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

The following is an application to the City of Medina located in the County of Medina by Expert Crane, Inc., hereinafter referred to as the company, for Job Creation Grant Incentives.  
(company name)

**I. General Information**

**Applicant Company Name** Expert Crane, Inc.

**Home or Main Office Street Address** 5755 Grant Avenue

**City** Cuyahoga Heights **State** Ohio **Zip code** 44105

**Local Project Site Street Address** 5990 Branch Road

**City** Medina **State** Ohio **Zip code** \_\_\_\_\_

**Contact Person Name** James C. Doty Jr.

**Telephone** 216-645-1446 mobile **Fax** 216-706-1290

**Email** jamesdoty@expertcrane

**Nature of business** (manufacturing, distribution, wholesale, retail, residential or other)

Manufacturing and Service of Industrial Cranes

**Standard Industrial Codes** that apply to the products produced by the enterprise.

**SIC Code #** 3536 **NAICS Code #** 333923

**SIC Code #** \_\_\_\_\_ **NAICS Code #** \_\_\_\_\_

**Form of business (corporation, partnership, proprietorship, or other).**

Expert Crane, Inc. is a corporation and will lease the building and related contents. The land and facility will

be owned by an entity ( Partnership or LLC). The entity will be owned by various owners of Expert Crane, Inc.



CITY OF MEDINA  
JOB CREATION GRANT APPLICATION

Name of principal owner(s) or officers of the company (attach list if necessary).

James C. Doty Rebecca A. Doty

James C. Doty Jr. Tempest M. Doty

Michael L. Doty Richard M. Doty

Does the company owe:

A. Any delinquent taxes to the State of Ohio or any County, City or Township within the State of Ohio?

Yes \_\_\_\_\_ No  (please check)

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes \_\_\_\_\_ No  (please check)

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes \_\_\_\_\_ No  (please check)

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional sheets if needed).

N/A

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**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**II. Financial Information & Project Information**

**Estimate the amount to be invested by the company to establish, expand, renovate or occupy a facility:**

	<b>Total Amount</b>
<b>A Land</b>	\$ 365,000.00
<b>B Acquisition of Buildings</b>	\$
<b>C Additions/New Construction</b>	\$ 7,050,000.00
<b>D Improvements to Existing Buildings</b>	\$
<b>E Machinery &amp; Equipment</b>	\$ 745,000.00
<b>F Furniture &amp; Equipment</b>	\$ 250,000.00
<b>G Inventory</b>	\$ 600,000.00
CRANES	1,500,000.00
<b>Total New Project Investment</b>	\$ 10,510,000.00

**Project will begin \_\_\_\_\_, 2022 and be completed \_\_\_\_\_, 2023.**

**Project Description:**

Construction of a new facility at 5990 Branch Road in Medina to house manufacturing, engineering and administrative departments of Expert Crane, Inc. (ECI) The facility will include 69,830 sf of manufacturing space and 11,220 sf of office space along with roadways, parking and landscaping. The project will also require improvements to Branch Road to facilitate truck traffic. Water, sewer and broadband must also be upgraded or added to complete the project.

**Business's reasons for requesting tax incentives (be quantitatively specific as possible)**

ECI needs to expand the current facility in order to handle the current growth and service customers effectively. Customers require larger cranes and ECI needs a facility to respond to these requirements. The proposed property will allow ECI meet the current manufacturing and allow for future expansion as the business grows. The plan is to grow sales from the current \$ 16,000,000.00 to \$ 35,000,000.00 in the next several years.

This Grant will help fund the costs associated with hiring qualified manufacturing , engineering and admin. associates.



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

**III. Employment & Payroll Information**

**A. State the company's current employment level in the City of Medina (for all locations) and the total of any other Ohio locations as well as annual payroll for those jobs:**

Current F/T Permanent Employees in Medina	0	Current Annual Payroll for F/T Permanent Employees in Medina	\$ 0
Current F/T Employees in Ohio at locations outside of City of Medina	41	Current Annual Payroll for F/T Employees in Ohio at locations outside City of Medina	\$ 4,447,079

**B. List proposed schedule for new hiring as a result of this project:**

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	Construction	43	5	48

**C. Estimate the amount of Payroll such NEW employees will add as a result of this project:**

	Year 1	Year 2	Year 3	Total
New F/T or F/T equivalent Permanent employees	\$ construction	\$ 3,700,000	\$ 280,000	\$ 3,980,000



**CITY OF MEDINA  
JOB CREATION GRANT APPLICATION**

#### IV. Certifications

Submission of the application expressly authorizes The City of Medina  
(Name of Local Jurisdiction)

to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Expert Crane, Inc.

Name of Property/Business Owner

Date

10/27/21

Signature

James C. Doty, Pres.

Typed Name and Title

#### Application Fee:

- A non-refundable fee of \$500.00 is to be submitted with this application. A copy of the application will be attached to the final Job / Payroll Creation Grant Program Agreement, which must be submitted to City Council for approval.



**RESOLUTION NO. 30-22**

**A RESOLUTION AUTHORIZING THE FILING OF A 629 ROADWORK DEVELOPMENT GRANT APPLICATION WITH THE OHIO DEPARTMENT OF DEVELOPMENT IN CONJUNCTION WITH JOBS OHIO, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the Ohio Department of Development for a 629 Roadwork Development Grant in conjunction with Jobs Ohio, that if awarded will be used to improve Branch Rd. from Commerce Drive to the westerly limits of Medina City Lot 8875 (known as the Fruth-Turner Property) to install storm sewer to drain the roadway.

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

**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 to get the application for the project on the March 2022 Controlling Board meeting for approval; 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:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 31-22**

**AN ORDINANCE APPROVING THE PETITION OF SOUTH TOWN CENTER, LLC TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76.**

**WHEREAS:** As of December 14, 2009, the City of Medina and the Township of Montville, Medina County, Ohio (the "Contracting Parties") entered into the City of Medina-Montville Township Joint Economic Development District and Annexation Contract ("JEDD Contract"), approved by Medina City Ordinance No. 182-09 and Resolution No. 120809.01 of the Montville Township Board of Trustees, creating the City of Medina – Montville Township Joint Economic Development District; and

**WHEREAS:** The JEDD Contract was entered into pursuant to Ohio Revised Code Sections 715.72 through 715.83; and

**WHEREAS:** South Town Center, LLC, located at 5827 Wooster Pike Rd., Medina, Ohio, Parcel Number 030-11A-01-010 would like to join the Medina-Montville Township Joint Economic Development District pursuant to Ohio Revised Code Section 715.76.

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

**SEC. 1:** That the Mayor be, and hereby is, authorized and directed to approve the Petition of South Town Center, LLC located at 5827 Wooster Pike Rd., Parcel Number 030-11A-01-010 to be included into the Medina-Montville Joint Economic Development District pursuant to Ohio Revised Code Section 715.76.

**SEC. 2:** That a copy of the Petition 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**

ORD. 31-22  
EXH. A

**PETITION OF PROPERTY OWNER(S) AND OWNER(S) OF BUSINESS(ES) TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 715.76.**

The Undersigned represent(s) one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of business(es) to be included in the City of Medina-Montville Township Joint Economic Development District (hereafter, the "JEDD"). The Undersigned hereby petition(s) for the addition of the parcels specified below, and the business(es) located on such parcels, if any, to the JEDD.

Further, the Undersigned, hereby acknowledge(s) and specify(ies) that all of the documents described in Ohio Revised Code (ORC) Section 715.76 (A) through (C) are available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include the following:

- (A) A signed copy of the JEDD contract;
- (B) A description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas;
- (C) The economic development plan described in division (C) of Section 715.75 of the Ohio Revised Code;

**PROPERTY OWNER(S):**

**Address of Property(ies):**

SOUTH TOWN CENTER LLC

5827 WOOSTER PIKE

By: 

Title: Principal  
(if appropriate)

Permanent Tax Parcel Number of  
Property(ies):


Date: 9/14/2021

030-11A-01-010



**Mike Kovack**  
Medina County Auditor

[Tax Bill](#)   [Aerial Imagery](#)   [Tax Map](#)   [Transfers](#)   [Tax Distribution](#)

 [Print This Page](#)

Parcel Information

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**Parcel Number**            030-11A-01-010  
**Owner Name**                SOUTH TOWN CENTER LLC  
**Location**                    5827 WOOSTER PIKE  
                                      030 - Montville (Medina City SD)  
**Property Class**            499    Property Class Codes  
**Acreage**                      5.340000  
**Legal Description**        LOT 24 MID PT 5.3479 AC  
**Tax Mailing Address**      SOUTH TOWN CENTER LLC  
                                      23 PUBLIC SQUARE SUITE 200  
                                      MEDINA, OH 44256 USA

Value

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**Land Value**                 568,890  
**CAUV Value**                0  
**Building Value**            1,120  
**Total Value**                570,010

Taxable Value

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**Taxable Land Value**        199,110  
**Taxable CAUV Value**        0  
**Taxable Building Value**    390  
**Taxable Total Value**        199,500

**Other Improvements Sketch - Card Number 001**

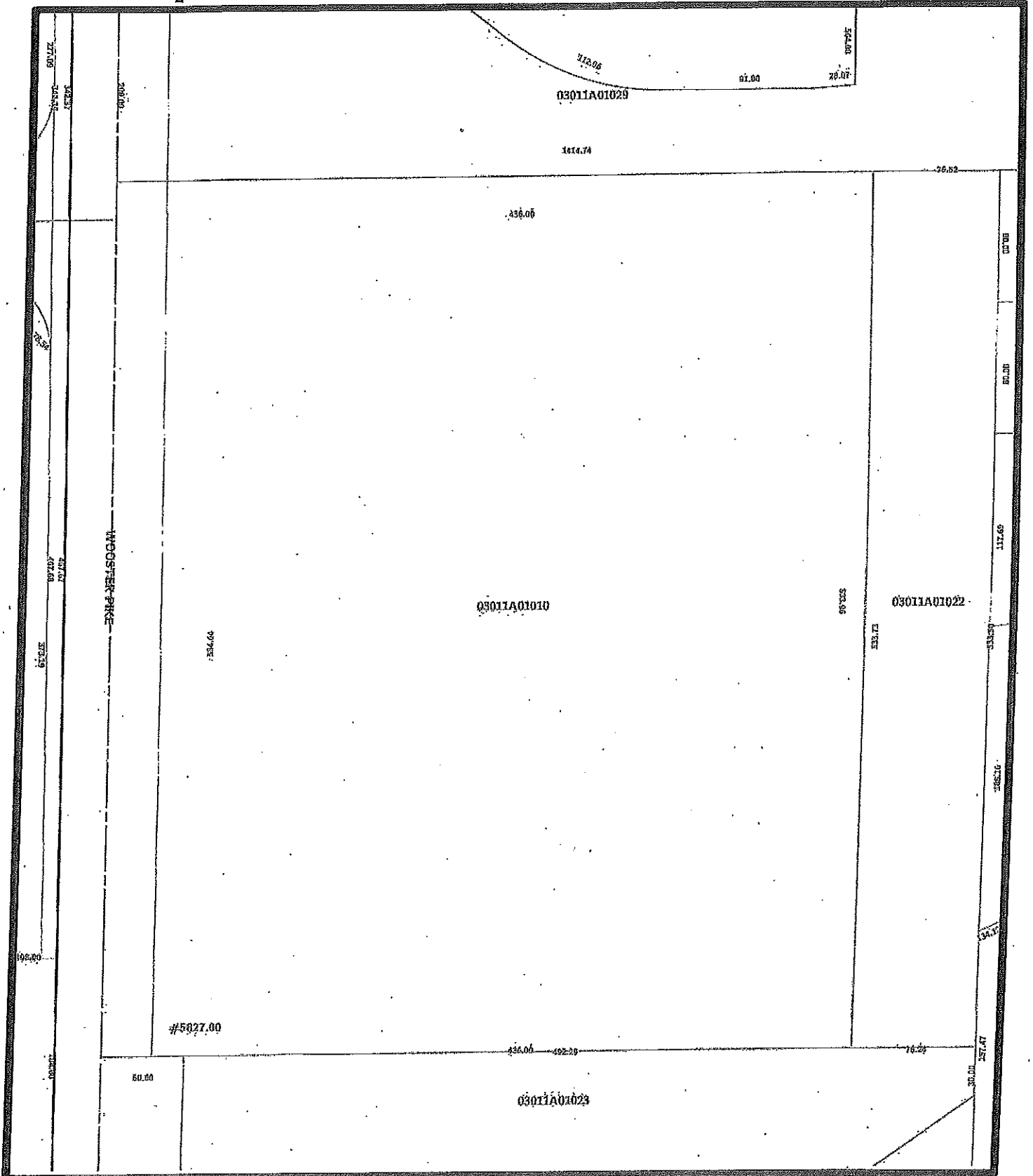
10	11
9	

COLUMBIA GAS SHED & TANKS

Other Improvements

Card Number	Key	Improvement	Width	Length	Area	Year Built
001	09	Residential Shed - Small Util	13	18	234	1980
001	10	Storage - Tank Above Ground Ag Use	0	0	20	1980
001	11	Storage - Tank Above Ground Ag Use	0	0	20	1980

# Map



**ORDINANCE NO. 32-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE GATES MILLS CULVERT REPLACEMENTS 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 #1061, the Gates Mills Culvert Replacements 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 \$531,500.00, 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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**



**ORDINANCE NO. 33-22**

**AN ORDINANCE ACCEPTING THE CONSTRUCTION AGREEMENT FOR KMK DEVELOPMENT, DEVELOPERS OF PHASE 2 OF THE WOODSIDE GREEN SUBDIVISION, AS REQUIRED IN SECTION 1173.08(c) AND (d) OF THE SUBDIVISION CODE OF THE CITY OF MEDINA, OHIO.**

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

**SEC. 1:** That Medina City Council hereby accepts the Construction Agreement of KMK Development, developers of Phase 2 of the Woodside Green Subdivision, as required in Section 1173.08(c) and (d) of the Subdivision Code of the City of Medina.

**SEC. 2:** That a copy of the Construction Agreement is marked Exhibit A, attached hereto and incorporated herein, and subject to the final approval of the Law Director.

**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**

ORD 33-22

### CONSTRUCTION AGREEMENT

TO: The Mayor and Council of the City of Medina, Ohio

ATTENTION: City Engineer

RE: Section 1173.09a, Subdivision Code

Gentlemen:

In consideration of the acceptance by the City of Medina, Ohio, of the Subdivision Plat of WOODSIDE GREEN SUBDIVISION, PHASE II, KMK DEVELOPMENT LLC (the developer), agrees and by this writing guarantees the construction and installation of the aforesaid improvements pursuant to Title Nine of the Code of Ordinances of the City of Medina, Ohio, as amended, within the time authorized for completion and in accordance with all applicable ordinances of the City of Medina.

KMK DEVELOPMENT LLC further agrees that he is the developer of the WOODSIDE GREEN SUBDIVISION, PHASE II, by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_.

It is hereby understood and agreed that KMK DEVELOPMENT LLC, developer, shall provide the following improvements and facilities to be installed at the subdivider's (KMK DEVELOPMENT LLC) expense in compliance with the standards and specifications for each of the following various types of improvements:

1. Grading
2. Construction of Sanitary Sewers
3. Construction of Storm Sewers
4. Construction of Water Lines
5. Construction of Pavements
6. Construction of Street Signs and Markers
7. Construction of Sidewalks
8. Installation of Street Lights, if required
9. Planting of Trees within the right-of-way

The developer further states that said improvements will be completed and installed within the time for completion as set forth in the Code of Ordinances or the time set forth in the Ordinance approving the record plat. If the improvements are not completed within the specified time, the City, upon proper notice, may complete the improvements and recover full costs and expenses thereof from KMK DEVELOPMENT LLC, the developer, and may appropriate such portion of money or bonds posted for the faithful performance of said works.

WITNESSES to KMK DEVELOPMENT LLC signature:

KMK DEVELOPMENT LLC (DEVELOPER)

[Signature]  
(Signature)

Name: Brian Phillips  
(Please print of type)

BY: [Signature]  
(Signature)

Name: W. Brent Phillips Managing member  
(Please print of type)

WITNESSES to CITY OF MEDINA signature:

CITY OF MEDINA, OHIO

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print of type)

BY: \_\_\_\_\_  
(Signature)

Name: Dehnis Hanwell, Mayor, City of Medina

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above named KMK DEVELOPMENT LLC, Developer, by W. Brent Phillips its Managing member, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said Developer, and the free act and deed of himself personally as such officer.

Witness my signature and notarial seal at Seville, Ohio, this 2<sup>nd</sup> day of February, 2022

[Signature]  
NOTARY PUBLIC - STATE OF OHIO  
Notary Public  
My commission expires 4/20/23

STATE OF OHIO:

ss:

MEDINA COUNTY:

Before me, a Notary Public in and for said County, this day personally appeared the above-named CITY OF MEDINA, OHIO, by \_\_\_\_\_ its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said CITY OF MEDINA, OHIO, and the free act and deed of himself personally as such officer.

Witness my signature and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

APPROVED AS TO FORM:

Greg Huber, City of Medina Law Director

**ORDINANCE NO. 34-22**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO BAKER DUBLIKAR BECK WILEY & MATHEWS FOR LEGAL SERVICES PROVIDED TO THE LAW DEPARTMENT.**

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

**SEC. 1:** That the expenditure for legal services to Baker Dublikar Beck Wiley & Mathews is hereby authorized for the Law Department.

**SEC. 2:** That the funds to cover this expenditure in the amount of \$60,000.00 are available in Account No. 001-0704-52225.

**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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 35-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH VERN FREGA AND DANIELLE FREGA, FOR THE PURCHASE OF THE PROPERTY LOCATED AT 368 FOUNDRY STREET, MEDINA, OHIO.**

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

**SEC. 1:** That the Mayor is hereby authorized to execute a Purchase Agreement with Vern Frega and Danielle Frega, for the purchase of the property located at 368 Foundry Street, Medina, Ohio, known as Permanent Parcel No. 028-19A-16-009.

**SEC. 2:** That a copy of the Purchase Agreement is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That the funds to cover this purchase, in the amount of \$71,000.00, 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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

## PURCHASE AGREEMENT

This Agreement is made and entered into at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **VERN FREGA** and **DANIELLE FREGA**, husband and wife, hereinafter referred to as "Seller," whose present mailing address is \_\_\_\_\_, and the **CITY OF MEDINA, OHIO**, an Ohio **Municipal Corporation**, hereinafter referred to as "Purchaser," whose present mailing address is 132 North Elmwood Avenue, Medina, Ohio 44256.

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, Seller and Purchaser agree as follows:

1. **Purchase and Sale of the Premises.** On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title, and interest in and to the real property located at 368 Foundry Street, Medina, Ohio 44256 ("the Premises"). The Premises is known as Permanent Parcel No. 028-19A-16-009, and is further described on "Exhibit A," attached hereto.

2. **Purchase Price.** The purchase price for the Premises shall be Seventy-One Thousand Dollars (\$71,000) ("Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available funds to the Escrow Agent at closing.

3. **Evidence of Title.** Seller shall provide Buyer with an owner's policy of title insurance issued by Transfer Title Agency, Inc., ("Escrow Agent"), 748 North Court Street, Medina, Ohio 44256, at closing, evidencing that Seller has good and marketable title to the Premises in fee simple, free and clear of all liens and encumbrances excepting only:

- (a) those created or assumed by Purchaser;
- (b) zoning, building and other laws, ordinances, and regulations;
- (c) public highways and rights-of-way;
- (d) restrictions, conditions, oil and gas leases, and utility easements of record; and
- (e) taxes and assessments which are not to be paid by Seller under this Agreement.

Marketability shall be determined in accordance with the stands of title examinations promulgated by the Ohio State Bar Association.

4. **Taxes and Assessments; Prorations.** Seller shall pay or credit on the Purchase Price the amount of all delinquent taxes, including penalties and interest, and all special assessments that are a lien as of the day of closing, both current and reassessed and whether due or to become due. Seller shall also credit the Purchase Price for all unpaid real estate taxes not yet due for the year prior to the closing through the date of closing. The proration of the undetermined taxes shall be based upon a 365 day year and on the most recently available tax rate and valuation. It is the intention of the parties in making the tax proration to allow Purchaser

a credit as close in amount as possible to the amount which Purchaser will be required to pay to the county treasurer, giving effect to applicable exemptions, recently voted millage, changes in valuation or other similar matters which may have an effect on the amount of the real estate taxes, whether or not they have been certified.

5. **Transfer of Premises.** Seller shall convey and transfer marketable title in fee simple to the Premises to Purchaser by a general warranty deed, free and clear of all liens and encumbrances whatsoever, except for those liens or encumbrances set forth in the first paragraph of Section 3 above, which shall be exceptions to the warrant covenants. Purchaser shall not assume and Seller shall retain all liabilities related to the Premises arising on or before the Closing. If Seller cannot transfer marketable title to Purchaser at Closing, Purchaser shall have the option to terminate this Agreement without further obligation to Purchaser.

6. **Closing.** As used in this Agreement, references to "a closing" the "closing" or "day of closing" shall mean the closing of the purchase and sale contemplated by this Agreement ("Closing"). The Closing shall occur at the offices of the Escrow Agent on or before \_\_\_\_\_, 2022. The sale and purchase of the Premises shall be closed by placing all documents and funds necessary to the completion of the transaction contemplated herein in escrow with the Escrow Agent.

7. **Closing Costs.** The Closing costs shall be paid as follows:

The Seller shall be responsible for the following expenses, which the Escrow Agent is authorized and instructed to deduct from the proceeds of sale upon the closing of this transaction:

- a. Cost of title examination/commitment;
- b. One-half the cost of owner's policy of title insurance;
- c. Any expense necessary in clearing the title, including all tax liens.
- d. Conveyance fee and cost of preparation of conveyance fee form;
- e. Real estate taxes and assessments prorated to date of title transfer;
- f. One-half of the escrow fee.
- g. Any and all fees and/or commissions owed to Seller's real estate broker.

The Purchaser shall be responsible for the following expenses, which the Escrow Agent shall deduct from funds standing to the credit of the Purchaser or collect from them prior to the closing of this transaction:

- a. One-half the cost of owner's policy of title insurance;
- b. Recording fee for the deed;
- c. One-half of the escrow fee.
- d. Cost of deed preparation.

8. **Broker's Fee.** Seller is represented by Maureen Wlodarczyk, KW Living, 15703 Lorain Avenue, Cleveland, Ohio 44111, in this real estate transaction, and Seller shall be

responsible for any and all fees and/or commission owed to the broker. Purchaser represents that it has not dealt with any brokers in connection with this transaction.

9. **Possession.** Purchaser shall be entitled to exclusive possession of the Premises on the date of Closing.

10. **General Provisions, Representations and Warranties.**

(a) It is acknowledged by the parties that the subject Premises is being purchased in its present physical "as is" condition after examination by the Purchaser who is relying solely upon such examination with reference to the condition, value and character of the property.

(b) This contract shall be governed by the laws of the State of Ohio.

(c) Time is of essence on this contract.

(d) Any portion of this contract declared invalid by law will not void the remainder of this contract.

(e) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns.

(f) This instrument contains the entire agreement between the parties; and it is understood that no promises, provisions, terms, warranties or obligations whatsoever, either express or implied, other than herein set forth shall be binding upon the parties hereto.

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
**VERN FREGA**

**CITY OF MEDINA, OHIO,  
An Ohio Municipal Corporation**

\_\_\_\_\_  
**DANIELLE FREGA**

By: \_\_\_\_\_  
**DENNIS HANWELL, Mayor**

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

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

Address: \_\_\_\_\_

City of Medina

132 North Elmwood Avenue

Medina, OH 44256

Telephone: \_\_\_\_\_

Telephone: 330-722-9020

Document & Form Approved by:

\_\_\_\_\_  
GREGORY A. HUBER, Law Director, City of Medina



**ORDINANCE NO. 36-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE WITH PROCUREMENT REQUIREMENTS AND THE MEMORANDUM OF AGREEMENT BETWEEN THE AUDITOR OF STATE KEITH FABER, THE CITY OF MEDINA, AND REA & ASSOCIATES, INC. FOR THE PREPARATION OF THE 2021, 2022, 2023, 2024 AND 2025 FINANCIAL AUDITS, 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 sign the Certificate of Compliance with Procurement Requirements and the Memorandum of Agreement between the Auditor of State Keith Faber, the City of Medina, and Rea & Associates, Inc. for the preparation of the 2021, 2022, 2023, 2024 and 2025 financial audits.

**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 service shall not exceed \$40,000.00 and are available in Account No. 001-0707-52221.

**SEC. 4:** That a copy of the Certificate of Compliance with Procurement Requirements and the Memorandum of Agreement is marked Exhibit A, attached hereto, and incorporated herein.

**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 work cannot begin until forms are submitted; 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**

# OHIO AUDITOR OF STATE KEITH FABER



ORD. 36-22  
EXH. A

88 East Broad Street  
Columbus, Ohio 43215  
IPACorrespondence@ohioauditor.gov  
(800) 282-0370

## MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 16th day of December, 2021, by and between Rea & Associates, Inc. an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and the City of Medina, Medina County (Public Office) WITNESSETH:

Whereas, the Auditor of State on November 9, 2021, issued a Request for Proposals for an engagement related to the City of Medina, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 115.56, Revised Code, for fiscal periods January 1, 2021 through December 31, 2025.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal; the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RPP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name N/A

Address N/A

Number of Hours	Rate Per Hour	Total Subcontract
N/A		\$0.00

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Legislative Authority or Designee for  
the City of Medina

Date

**Chad Welty**

Digitally signed by Chad Welty  
Date: 2021.12.16 09:32:39 -05'00'

December 16, 2021

Rea & Associates, Inc.

Date

APPROVAL:

Compliance, Auditor of State  
Office of **KEITH FABER**, Auditor of State of Ohio  
In Accordance with Sections 117.11 & 115.56 Revised Code  
(Not valid unless approved by Legal Division)

Date

OHIO AUDITOR OF STATE  
KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
IPA\_Correspondence@ohioauditor.gov  
(800) 282-0370

**Certification of Compliance with Procurement Requirements**

This is to certify that, to the best of my knowledge and belief as the appropriate official of the  
City of Medina, Medina County, we have complied with all applicable  
federal, state and local procurement requirements in the selection of the firm  
Rea & Associates, Inc. to perform the audit of the  
City of Medina, Medina County, which is the subject of the  
accompanying contract.

City of Medina, Medina County

Date

Please type/print Name and Title:

# Sealed Dollar Cost Bid

for  
City of Medina

*Technical proposal for professional auditing services  
for January 1, 2021 through December 31, 2025*

Contract Number: 26A07-806CF | Tier 2

November 23, 2021

Submitted by:

Rea & Associates, Inc.  
Chad Welty, CPA – Principal  
694 E Washington Street  
Medina, OH 44256  
[chad.welty@reacpa.com](mailto:chad.welty@reacpa.com)  
(330) 722-8222



Rea & associates  
*a brighter way*

**Name of Firm:** Rea & Associates, Inc.  
Certified Public Accountants  
694 E Washington Street  
Medina, OH 44256  
Ph: (330) 722-8222

**Certification:**

I, **Chad Welty, CPA**, certify that I am entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the City of Medina.

---

Chad Welty, CPA, Principal  
of Rea & Associates, Inc.

Fees: Our fixed fees for the audit of the City of Medina are as follows.

<u>Year End</u>	
2021	\$34,710
2022	\$36,045
2023	\$37,380
2024	\$38,715
2025	\$40,050
<b>Total</b>	<b><u>\$186,900</u></b>

**EXHIBIT A**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
TO SUPPORT THE TOTAL ALL-INCLUSIVE MAXIMUM FIXED FEE  
FOR THE AUDIT OF THE FINANCIAL STATEMENTS OF**

**City of Medina**

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total</u>
Principals	38	\$ 78.00	\$ 2,964
Manager/Supervisor	134	\$ 78.00	10,452
Staff	273	\$ 78.00	21,294
Other (specify): Typist and Proofreader			
Out-of-Pocket Expenses			
<b>Total fixed fee bid for the year ended 2021</b>	<u>445</u>	<u>\$ 78.00</u>	<u>\$ 34,710</u>

<b>Contract Pricing:</b>	<u>Hours</u>	<u>Rate</u>	<u>Fixed Fee</u>
Year end 2021	445	\$ 78.00	\$ 34,710
Year end 2022	445	\$ 81.00	\$ 36,045
Year end 2023	445	\$ 84.00	\$ 37,380
Year end 2024	445	\$ 87.00	\$ 38,715
Year end 2025	445	\$ 90.00	\$ 40,050
<b>Grand Total: All Years</b>			<u>\$ 186,900</u>

**ORDINANCE NO. 37-22**

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

**SEC. 1:** That the Finance Director is hereby authorized to make the following fund transfers:

- \$100,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13.

**SEC. 2:** 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. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**



**ORDINANCE NO. 38-22**

**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>
001-0704-52215 (Law Dept.)	15,000.00 *
001-0704-52225 (Law Dept.)	50,000.00 *
001-0743-53322 (Public Bldg.)	10,000.00 *
574-0351-53315 (MCRC-Donation)	19,152.00 *

**SEC. 2:** 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. 3:** 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:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 39-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS (RFQ'S)/REQUEST FOR PROPOSALS (RFP'S) FOR CONSULTANT SERVICES FOR THE PY22 CITY OF MEDINA COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATIONS INCLUDING ADMINISTRATION AND IMPLEMENTATION, 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 solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for consultant services for the PY22 City of Medina Community Housing Impact and Preservation Program (CHIP) and Community Development Block Grant (CDBG) Program applications, including administration and implementation, and to award the RFQ/RFP to the successful bidder.

**SEC. 2:** That the City intends to make application in partnership with the City of Brunswick.

**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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that two pre-planning meetings are required and the application deadline is May 20, 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**