

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

23-075-3/27 – Budget Amendments

23-076-3/27 – MCDAC Grant Application – School Resource Officers

23-077-3/27 – Accept Funding / Resolution of Support – NOACA – State Road

23-078-3/27 – Storm Water Operation & Maintenance Agreement – Bat Commerce LLC

23-079-3/27 – Amend Code 141.01 – Levels of Authority for Purchases

23-080-3/27 – MOU – City / Liberty View / Medina City Development Corp.

23-081-3/27 – Natatorium Repair Project - MCRC

3/27/23

REQUEST FOR COUNCIL ACTION

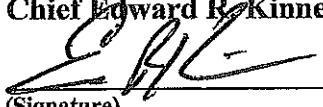
*OK
2-11-2023
3-14-2023*

No. RCA 23-076-3/27

Committee Finance

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**

Mayor's Initials:



(Signature)

Guidelines: See information on back of form

Date: 3/14/23

Subject: MCDAC Grant Application and Acceptance

Summary and Background: The police department respectfully requests Council's approval of the attached application for the MCDAC Grant that will fund and support the School Resource Officer program with Medina City Schools, and the acceptance of the funds when applicable. The funds will support the wages for all three officers assigned.

Estimated Cost:

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From: n/a **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

Section I. Cover Sheet

Implementing Agency Name: Medina Police Department

Federal Tax ID Number: Contact 34-6001856

Person's Name and Title: Mailing Edward Kinney, Chief of Police

Address: 150 W Friendship St, Medina, OH 44256

Telephone Number: 330-725-7777

Email: ekinney@medinaoh.org

Authorized Fiscal Officer's Name/Title: Mr Keith Dirham, Finance Director

Mailing Address: 132 N Elmwood Ave, Medina, OH 44256

Telephone Number: 330-722-9050

Email: kdirham@medinaoh.org

Project Director Name/Title: Sgt Sara Lynn

Project Title: 2022 School Resource Officers for Medina City Schools

Mailing Address: 150 W Friendship Street, Medina, OH 44256

Telephone Number: 330-725-7777

Email: slynn@medinaoh.org

Project Type: Funding for School Resource Officers

List each Project Location address, contact person, title and phone number:

Medina Senior High School: 777 E Union Street, Medina, OH 44256

Elisa Tedona: 330-636-3200

A.I. Root Middle School: 333 W Sturbridge Drive, Medina, OH 44256

Mrs. Cindy Grice: 330-636-3500

Claggett Middle School: 420 E Union Street, Medina, OH 44256

Mrs. Kim Hallock: 330-636-3600

Application Prepared by: Sgt Sara Lynn

Signature:  #216

Date: 3/14/23

Section II. Project Plan Narrative

Describe the project in detail. Include a general description of the project, the problems you are facing in your community, the needs of your organization, the target population of your project and any project goals and objectives you may have. Please include how you will evaluate the project and any outcome measures you will use at the completion of the project. Attach letter(s) of support from the organizations you collaborate with and your government officials.

A sworn law enforcement officer assigned as a School Resource Officer (SRO) is an integral part of the formation, development, and execution of a comprehensive school safety plan. The primary role of an SRO is to provide a safe learning environment by working collaboratively with various members of the school administration. They also respond to calls for service within the schools, document incidents, and identify at-risk students by their behaviors.

SROs typically have duties such as mentoring students and conducting presentations on youth-related issues. Another role is that of an informal counselor. Youth often look to these officers in the same way they might turn to parents or other adults in their lives. SROs build trust and foster relationships with youth through formal and informal interactions.

When youth are facing challenging issues, such as underage drinking, stressful life situations, or even the illegality of school pranks, students can trust SROs to answer questions and address problems. These relationships also allow SROs to intervene before issues escalate, refer students to appropriate resources (such as mental and behavioral services), and divert them from the juvenile justice system.

The Drug Abuse resistance Education (D.A.R.E.) program is the most comprehensive drug prevention curricula in the world taught in schools. The Surgeon General's 2016 landmark report entitled, "Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health", concluded that alcohol and drug misuse, disorders, and addiction, are pressing public health concerns. As the report states, "The good news is that there is strong scientific evidence supporting the effectiveness of prevention programs and policies." D.A.R.E. is a program the Surgeon General identified as building social, emotional, cognitive, and substance refusal skills. The primary goal of a curriculum-driven prevention programming is to encourage decisions to avoid drugs.

Section III. Project Budget

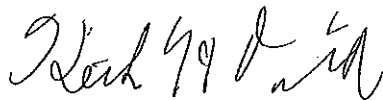
Total MCDAC Requested Amount of Funding: **\$296,301.69** Total Cost of Project: **\$296,301.69**

Applicant Cost Share of Project: **\$0**

Type of Cost	Total Project Cost	MCDAC Requested Amount	Other Source Amount
Salary	\$189,586.80	\$189,586.80	
Benefits	\$106,714.89	\$106,714.89	
Equipment Purchase/Lease			
Other (Please detail any other project costs here):			
Total:	\$296,301.69	\$296,301.69	

The above financial report reflects true and accurate information to the best of our knowledge and belief.

Fiscal Officer:



Date:

3/14/23

Section III: Project Budget

A. Personnel

Position: School Resource Officer, Medina Senior High School

Name/Vacant: Nicholas MacLarren

Total Hours: 1,560 Hourly Rate: \$40.51 Total Wages: \$63,195.60

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	\$0
Medicare	.0145	X	\$60,091.14	=	\$871.32
FICA		X		=	\$0
Other Pension (PERS Additional)	.195	X	\$63,195.60	=	\$12,323.14
Health Insurance	\$2,118.95	X	9	=	\$19,070.55
BWC	.03	X	\$63,195.60	=	\$1,895.87
Unemployment		X		=	0.00
Other	\$156.75	X	9	=	\$1,410.75
			Subtotal Fringes	=	\$35,571.63
			Subtotal Salary	+	\$63,195.60
			Personnel Total	=	\$98,767.23

Position: School Resource Officer, A.I. Root Middle School

Name/Vacant: Alan Roland

Total Hours: 1,560 Hourly Rate: \$40.51 Total Wages: \$63,195.60

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare	.0145	X	\$60,005.37	=	\$870.08
FICA		X		=	
Other Pension (PERS Additional)	.195	X	\$63,195.60	=	\$12,323.14
Health Insurance	\$2,118.95	X	9	=	\$19,070.55
BWC	.03	X	\$63,195.60	=	\$1,895.87
Unemployment		X		=	
Other	\$218.59	X	9	=	\$1,967.31
			Subtotal Fringes	=	\$35,571.63
			Subtotal Salary	+	\$63,195.60
			Personnel Total	=	\$98,767.23

Section III: Project Budget

A. Personnel

Position: School Resource Officer, Claggett Middle School

Name/Vacant: James Tighe

Total Hours: 1,560 Hourly Rate: \$40.51 Total Wages: \$63,195.60

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	\$0
Medicare	.0145	X	\$58,760.58	=	\$852.03
FICA		X		=	\$0
Other Pension (PERS Additional)	.195	X	\$63,195.60	=	\$12,323.14
Health Insurance	\$1,971.11	X	9	=	\$17,739.99
BWC	.03	X	\$63,195.60	=	\$1,895.87
Unemployment		X		=	\$0
Other	\$168.42	X	9	=	1,515.78
			Subtotal Fringes	=	\$35,571.63
			Subtotal Salary	+	\$63,195.60
			Personnel Total	=	\$98,767.23

Position:

Name/Vacant:

Total Hours: Hourly Rate: Total Wages:

(SRO's max 200 days = 1600 hours)

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	
Medicare		X		=	
FICA		X		=	
Other Pension (PERS Additional)		X		=	
Health Insurance		X		=	
BWC		X		=	
Unemployment		X		=	
Other		X		=	
			Subtotal Fringes	=	
			Subtotal Salary	+	
			Personnel Total	=	



Recognizing Potential ~ Maximizing Achievement

Medina

March 13, 2023

City School

To Whom It May Concern,

Superintendent
Aaron J. Sable

Assistant Superintendent
Kristine M. Quallich, Ph.D.

Treasurer
David M. Chambers

Board of Education

Rebecca M. Parkhurst

Ronald D. Ross

Joe Nichols

Jeanne Pritchard

Andrew West

The Medina City School District has had a formal agreement in place for several years with the City of Medina to collaborate on the staffing of School Resource Officers (SROs) in the Medina City School District. The staff, students and families regularly speak highly of our School Resource Officers. Their presence, not only in our buildings, but in our community has strengthened the relationship of our students, families, and the community with our police department. They are an invaluable part of our school system.

We will continue to work with our safety services to support these crucial positions within our District. Please feel free to contact me if you have any additional questions.

Sincerely,

Kristine Quallich
Assistant Superintendent
Medina City Schools
330-636-3092

REQUEST FOR COUNCIL ACTION

NO. PCA 23-077-3/27

FROM: Patrick Patton
March 20, 2023



REFERRAL: Finance

SUBJECT: Accept NOACA funding for State Road Reconstruction and Resolution of Support for additional funding.

NOACA informed the City that they have awarded us \$1,175,657 towards the reconstruction of State Road (see attached). In order to accept this award, NOACA requires the City to sign a Sponsor Partnership Responsibility letter (also attached). This request asks Council accept this award and authorizes the Mayor to sign the Partnership Responsibility letter on behalf of the City.

Please note, the total cost of this project, including design, right of way and construction is estimated at \$6,628,000. NOACA is currently submitting this project for additional federal funding. They ask that the City forward a resolution of support for the project and for NOACA's efforts to obtain additional funding. As such, this request also asks that Council approve a resolution of support for NOACA's submittal for additional funding for the State Road reconstruction.

Please see below for a summary of the funding request for this project:

FUNDING REQUEST SUMMARY					
	Federal Funds		Local Funds		TOTAL
	\$*	%	\$*	%	\$*
Right of Way	\$0	0%	\$70,000	100%	\$70,000
Construction	\$4,640,800	80%	\$1,160,200	20%	\$5,801,000
Engineering	\$0	0%	\$757,000	100%	\$757,000
TOTAL	\$4,640,800	70%	\$1,987,200	30%	\$6,628,000

Thank you for your consideration.

ESTIMATED COST: n/a

SUGGESTED FUNDING:
Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:
Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



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John Pflum, P.E., Deputy Director, District 12, ODOT

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Khalid Seem, Mayor, City of Cleveland Heights

Ralph Soldani, Commissioner, Geauga County

Barbara Vanden, Chief Operating Officer, City of Cleveland

Ken Thrunick, Mayor, City of Richwood Heights

Ex-Officio Members:

• Farouk M. Ahmed, P.E., Executive Director, Ohio Turnpike and Infrastructure Commission

• District Chief, Northeast District Office, Ohio Environmental Protection Agency

March 9, 2023

The Honorable Dennis Hanwell
Mayor, City of Medina
132 N Elmwood Avenue
Medina, OH 44256

RE: NOACA 2024-2027 Transportation Improvement Program (TIP) Funding Award and Agreement

Dear Mayor Hanwell:

Congratulations! The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the State Fiscal Year 2024-2027 Transportation Improvement Program (TIP). We are pleased to inform you that the following projects were selected for funding as they represent an alignment of NOACA and community priorities toward the implementation of the region's eNEO 2050 long-range plan.

Project Name	NOACA Funding	SFY
US-42 (Lafayette St. to W. Homestead St.)	\$902,136 (80% STBG)	2025
State Rd. (W. Liberty St. (SR-18) to N. Progress Dr./Birch Hill Dr.)	\$1,175,657 (80% STBG)	2026

NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

These funding awards represent a partnership between your community and NOACA to implement the stated projects. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the projects in the TIP for the stated funding amounts and indicated years of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Ed May at (216) 241-2414 ext. 287 or by email at emay@mpo.noaca.org. On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your projects.

Respectfully,

Grace Gallucci
Executive Director & CEO

NOACA 2024-2027 TIP Project Award – Sponsor Partnership Responsibilities

Sponsor Agency: City of Medina

Project(s):

Project Name	NOACA Funding	SFY
US-42 (Lafayette St. to W. Homestead St.)	\$902,136 (80% STBG)	2025
State Rd. (W. Liberty St. (SR-18) to N. Progress Dr./Birch Hill Dr.)	\$1,175,657 (80% STBG)	2026

The sponsor shall work with NOACA as a partner in the development and implementation of the stated projects. To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting(s) between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meeting(s) (if applicable).
3. NOACA review and approval of the original scope, adherence to the NOACA Complete and Green Streets Policy, and any proposed modifications to project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the projects.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the projects in the TIP for the stated funding amount and indicated year of implementation.

Authorized Agency Representative

Date

Grace Gallucci, Executive Director, NOACA

Date

REQUEST FOR COUNCIL ACTION

NO. RCA 23-078.3/27

FROM: Patrick Patton 

COMMITTEE

DATE: March 20, 2023

REFERRAL:

Finance

SUBJECT: Storm Water Operation and Maintenance Agreement – Bat Commerce, LLC (Trailer One)

This request asks Council to accept the attached Storm Water Operation and Maintenance Agreement (SWOMA) from Bat Commerce, LLC (Trailer One) and authorize the Mayor to sign the agreement on the City's behalf.

This SWOMA outlines the property owners operation and maintenance plan for a newly installed storm water detention system. This agreement will ensure that the detention system operates as designed throughout the life of the development.

ESTIMATED COST: No cost to the City

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

City of Medina Ohio

Document ID:

Corresponding Job ID:

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 1st day of March 2023, by and between the BAT Commerce, LLC (hereafter referred to as the Owner) and the City of Medina, Ohio hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 024-19a-10-032 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. _____ to be developed as 1030 West Liberty St and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices See pond detail, attached. as shown and described on the attached Comprehensive Storm Water Management Plan (attach copy of development's approved plan); and,

WHEREAS, to comply with the Ohio Environmental Protection Agency National Pollutant Discharge Elimination System and the City of Medina, Ohio Small Municipal Separate Storm Sewer System and Comprehensive Storm Water Management Plan, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the storm water management practices in accordance with the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

A. FINAL INSPECTION APPROVAL

The Owner shall certify in writing to the City within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide an As-Built Certification, including As-Built Survey, of the locations of all access and maintenance easements and each storm water management practice, a copy of this complete Inspection and Maintenance Agreement, and the approved Inspection and Maintenance Plan.

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.
2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:
 - a. The location and documentation of all access and maintenance easements on this property.
 - b. The location of each storm water management practice, including identification of the drainage areas served by each.
 - c. Photographs of each storm water management practice, including all inlets and outlets upon completion of construction.
 - d. A schedule of inspection.

- e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

Alteration or termination of these stipulations is prohibited. The Owner must provide a draft Inspection and Maintenance Plan as part of the Comprehensive Stormwater Management Plan submittal. Once the draft is approved, a recorded copy of the plan must be submitted to the City to receive final inspection approval of the site, as noted above in section A.

- 3. The Owner shall maintain, update, and store the maintenance records for the storm water management practices.
- 4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

C. INSPECTION, MAINTENANCE, AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

- 1. The Owner shall inspect all storm water management practices listed in this agreement, every three (3) months and after major storm events for the first year of operation.
- 2. The Owner shall inspect all storm water management practices listed in this agreement at least once every year thereafter.
- 3. The Owner shall submit Inspection Reports in writing to the City engineer within 30 days after each inspection. The reports shall include the following:

The date of inspection: _____
 Name of inspector: _____
 The condition and/or presence of:
 (i) _____
 (ii) _____
 (iii) _____
 (iv) _____
 (v) _____
 (vi) _____
 (vii) _____
 (viii) Any other item that could affect the proper function of the Facility.

- 4. The Owner grants permission to the City to enter the Property and to inspect all aspects of the storm water management practices and related drainage to verify that they are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- 5. The Owner shall complete all corrective actions and repairs within ten (10) days of their discovery through Owner inspections or through a request from the City. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the City engineer for a repair schedule.
- 6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the City, it is the sole discretion of the City, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City, or more with written approval from the City engineer. All costs expended by the City in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the City to maintain the storm water management practices.

D. FUNDING

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. A description of the funding mechanism shall be submitted to the City and approved by the City.

E. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City of Medina, Ohio and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.
2. The Owner hereby releases the City from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the presence, existence, or maintenance of the stormwater management practices.
3. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
4. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
5. The current Owner shall promptly notify the City when the Owner legally transfers any of the Owner's responsibilities for the storm water management practices. The Owner shall supply the City with a copy of any document of transfer, executed by both parties.
6. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Recorder's Office of Medina County, Ohio, at the Owner's expense.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st day of March, 2023

Owner:

Signature: [Handwritten Signature]

Printed Name: BRADLEY THOMAS

State of Ohio)
County of Medina) §§:

The foregoing instrument was acknowledged before me this 1st day of March by Bradley Thomas who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 1st day of March, 2023

Notary Signature: [Handwritten Signature]

Printed Name: Shannon Harvey

My Commission Expires: 4-28-2026

Notary Seal:



SHANNON L. HARVEY
Notary Public
State of Ohio
My Comm. Expires
April 28, 2026

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

City of Medina:

Signature: _____

Printed Name: Dennis Hanwell, Mayor

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this _____ day of _____, 20_____.

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

Notary Seal:

This instrument was prepared by:

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

Ver. November, 2021

Table 1
Operations and Maintenance Criteria for RETENTION BASINS

Trailer One, Inc through a triple net lease is responsible for funding the operations.

Note: Information taken from the North Carolina Department of Environmental and Natural Resources' "Storm water BMP Manual" rev. date 06-01-09

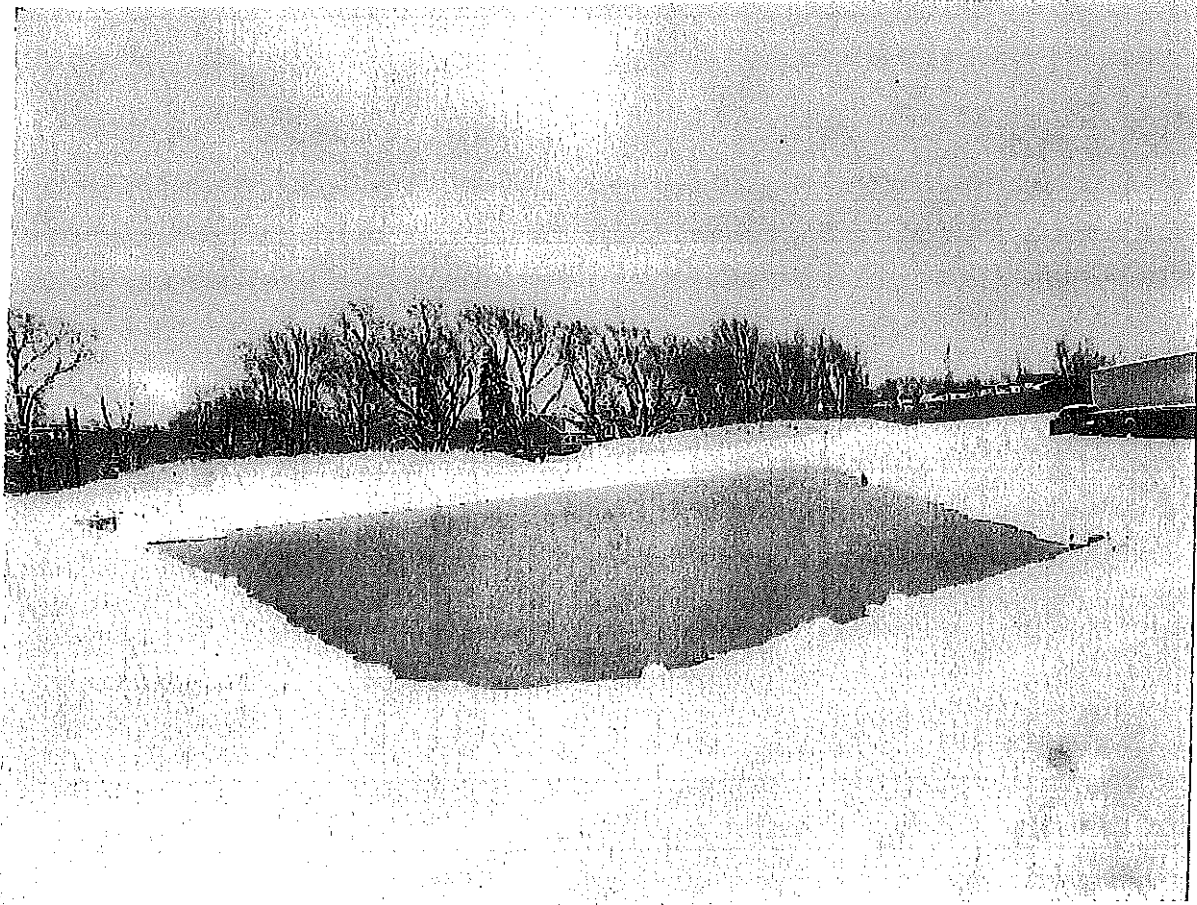
Basin Element	Potential Problem	How to Remediate the Problem	Inspection Schedule
The entire detention basin	Trash/debris is present.	Remove the trash/debris.	Monthly
The perimeter of the retention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. Additional stabilization measures may be necessary depending on severity of erosion.	Monthly
The inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.	Semi-Annually
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.	
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.	

Table 1, continued
Operations and Maintenance Criteria for RETENTION BASINS

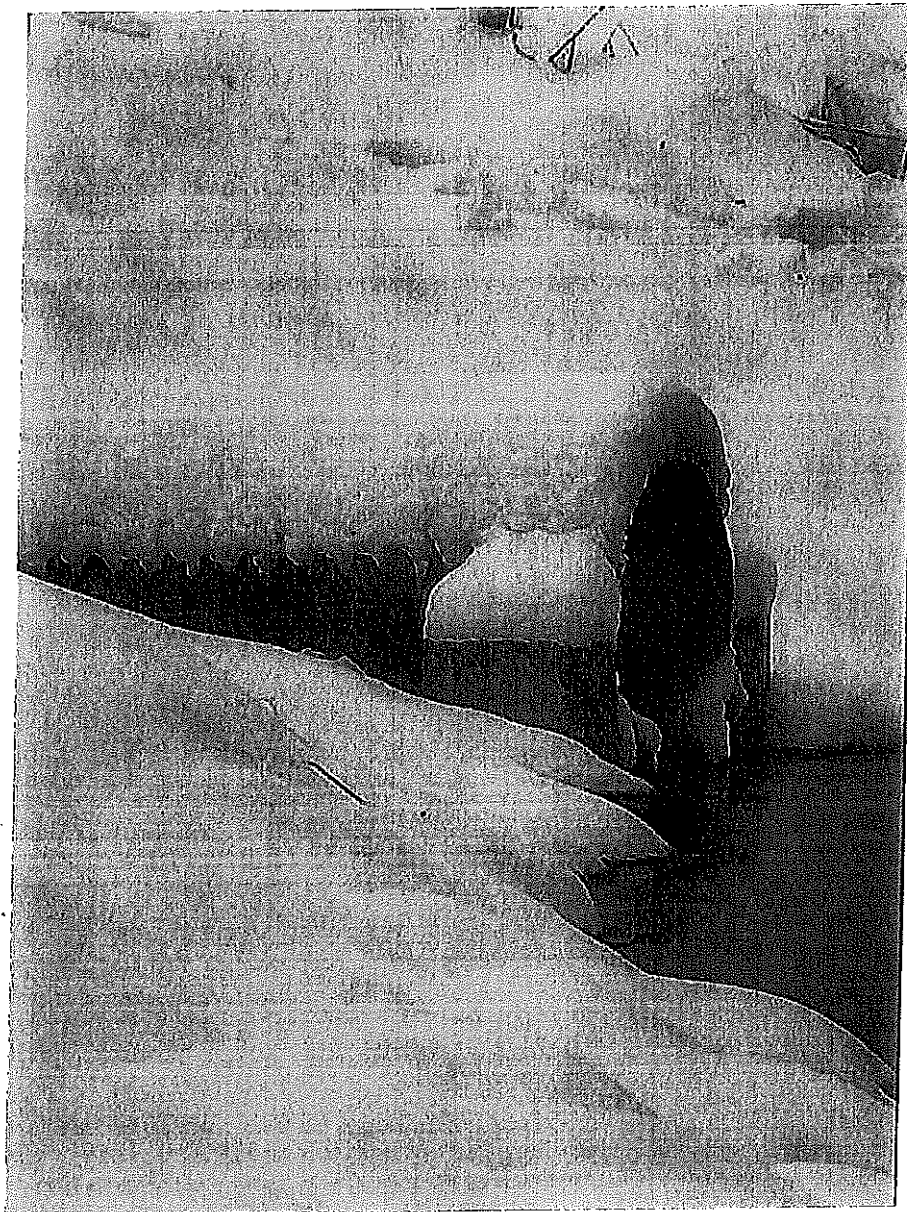
Trailer One, Inc through a triple net lease is responsible for funding the operations.

Basin Element	Potential Problem	How to Remediate the Problem	Inspection Schedule
The main pool area	Sediment has accumulated and reduced the depth to 75% of the original design depth, Top of Bank = 1107.00' Bottom of Pond 1005.00' Action Level = 1098.00'	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams, wetlands, or the detention basin. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.	Semi-Annually
	Water is standing above 1100.85' more than 5 days after a storm event.	Check the outlet structure for clogging. If it is a design issue, consult an appropriate professional.	
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).	
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.	Monthly
	Grass cover is unhealthy or eroding	Restore the health of the grass cover, consult a professional if necessary.	
	Signs of seepage on the downstream face.	Consult a professional.	
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.	
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.	
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.	Monthly
	The outlet structure components are damaged.	Repair or replace the outlet device or damaged component.	
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the City of Medina Engineering Department at (330) 722-9084 so that an assessment can be made.	Semi-Annually

Note: Informaion taken from the North Carolina Department of Environment and Natural Resources' "Storm water BMP Manual" rev. date 06-01-09



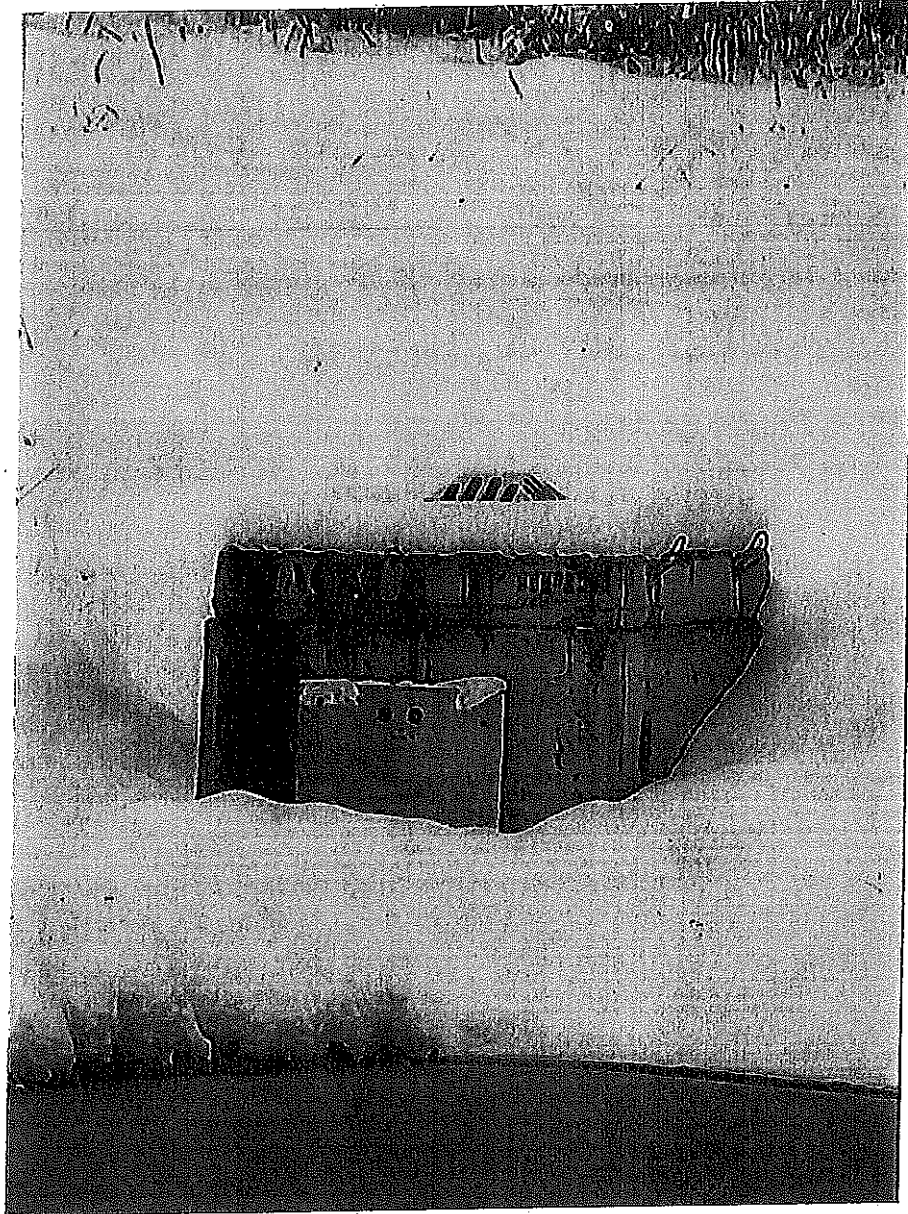
Storm Water Management Pond



24" Inlet



18" Inlet



Pond Outlet Structure



24" Pond Outlet



Inside of Outlet Structure

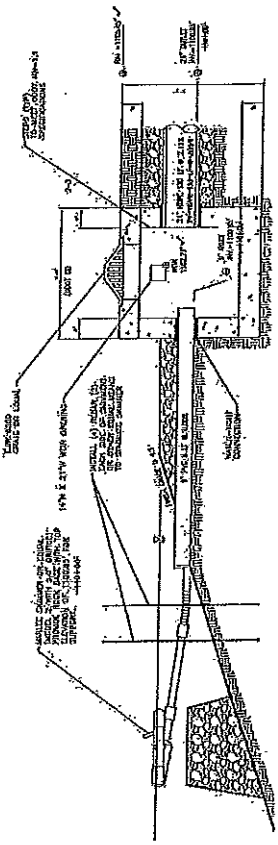
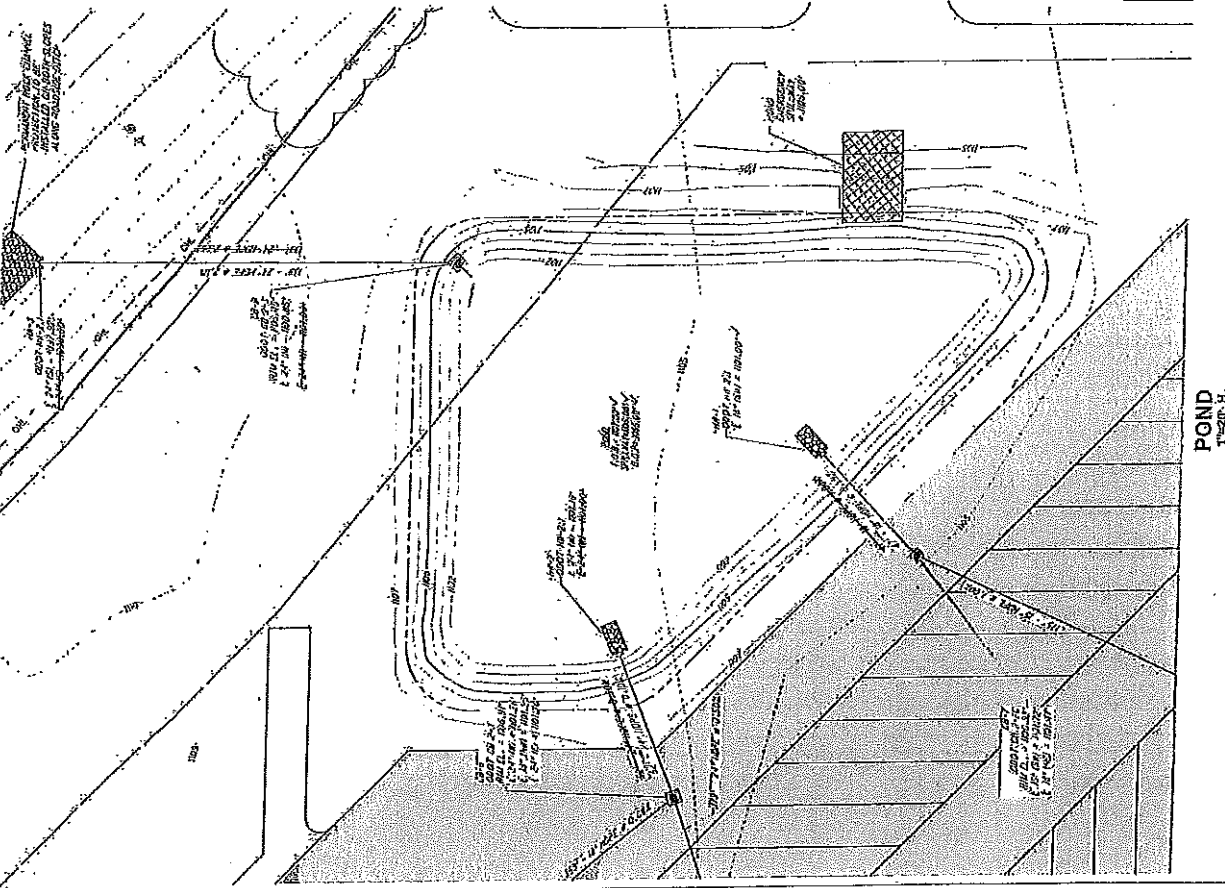
GENERAL NOTES-CITY OF MEDINA

1. ALL POND WALLS SHALL BE CONSTRUCTED AND FINISHED TO THE FINISHED SURFACE UNLESS OTHERWISE NOTED. THE FINISHED SURFACE SHALL BE USED FOR DETERMINING ALL POND CHARACTERISTICS.

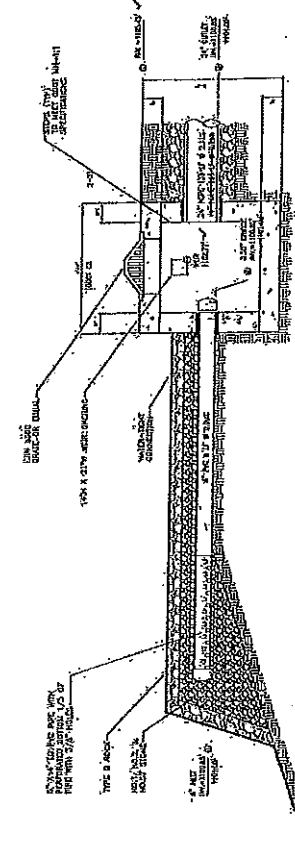
Station	Clear Area (sq ft)	Pond Volume (cu ft)	Center Point (Station)	Center Point (Elevation)
1+00.00	14,800	0	1+00.00	103.50
1+05.00	14,800	10,000	1+05.00	103.50
1+10.00	14,800	20,000	1+10.00	103.50
1+15.00	14,800	30,000	1+15.00	103.50
1+20.00	14,800	40,000	1+20.00	103.50
1+25.00	14,800	50,000	1+25.00	103.50
1+30.00	14,800	60,000	1+30.00	103.50
1+35.00	14,800	70,000	1+35.00	103.50
1+40.00	14,800	80,000	1+40.00	103.50
1+45.00	14,800	90,000	1+45.00	103.50
1+50.00	14,800	100,000	1+50.00	103.50

POND TEMPORARY SEDIMENT BASIN CHARACTERISTICS

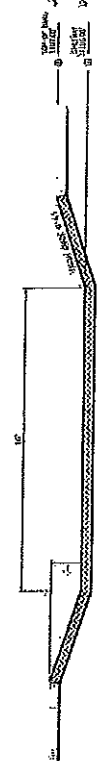
1. REQUIREMENT: SEDIMENT BASIN SHALL BE USED TO STORE STORM WATER RUNOFF.
 2. TOP OF BASIN SHALL BE 1.0' HIGHER THAN FINISHED SURFACE.
 3. TOTAL STORAGE SHALL BE 100,000 CU FT.
 4. TOTAL STORAGE SHALL BE 100,000 CU FT.
 5. TOTAL STORAGE SHALL BE 100,000 CU FT.
 6. TOTAL STORAGE SHALL BE 100,000 CU FT.



SIDE VIEW POND-OUTLET STRUCTURE (DURING CONSTRUCTION)



SIDE VIEW POND-OUTLET STRUCTURE (POST CONSTRUCTION)



POND EMERGENCY SPILLWAY

REQUEST FOR COUNCIL ACTION

No. ^{PCA} 23-079-3/27

FROM: Keith H. Dirham
DATE: Tuesday, March 14, 2023
SUBJECT: Consider and update dollar thresholds for levels of control
141.01 (b)(c) and (d) - Advertising and Awarding of Contracts

Committee: Finance

SUMMARY AND BACKGROUND:

The current levels of authority needed for purchases (Per Codified Ordinances 141.01) are:

- Up to \$1,500 – Department Head
- Over \$1,500 up to \$15,000 – Board of Control
- Over \$15,000 up to \$25,000 – Finance Committee
- Over \$25,000 – Bid (except where exempt) and Council

Ordinance 61-18 passed in 2018 increased the Department Head authority to \$1,500 from \$1,000 and the Board of Control authority to \$15,000 from \$10,000.

Ordinance 101-05 passed in 2005 increased the bid threshold to \$25,000 from \$15,000 and added the Finance Committee layer for amounts over \$10,000 up to \$25,000.

The Department Head level of authority was \$1,000 as far back as I can remember and the Mayor stated that he thought it was that amount when he became a Lieutenant in 1991.

Thank you to Kathy Patton for getting Ordinances 61-18 and 101-05. They are attached along with the current wording of section 141-01 of the Codified Ordinances.

Estimated Cost: n/a

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(a) All contracts made by the City of Medina shall be executed in the name of the City and signed on its behalf by the Mayor.

(Ord. 33-09. Passed 3-9-09.)

(b) The directors of the various departments of the City may purchase and contract for supplies or materials, or provide for any work under the supervision of the department not involving more than one thousand five hundred dollars (\$1,500).

(c) In the absence of an ordinance passed by Council, the Board of Control shall approve all contracts or purchases in excess of one thousand five hundred dollars (\$1,500) but not exceeding fifteen thousand dollars (\$15,000) and shall direct the Mayor to enter into the contract. In the absence of an ordinance passed by Council, the Finance Committee shall approve all contracts or purchases in excess of fifteen thousand dollars (\$15,000) but not exceeding twenty-five thousand dollars (\$25,000) and shall direct the Mayor to enter into the contract. (Ord. 61-18. Passed 4-9-18.)

(d) Except as permitted otherwise by law, when any expenditure, other than the compensation of persons employed by the City, exceeds twenty-five thousand dollars (\$25,000), such contracts shall be in writing and made with the lowest and best bidder as determined by the Board of Control after advertising for not less than two nor more than four consecutive weeks in a newspaper of general circulation with the City. Bids shall be opened and publicly read at the time, date and place specified in the advertisement to bidders or specifications. The time and date of bid openings may be extended to a later date by the Board of Control, provided that notice of the change shall be given to all persons who have received or requested specifications no later than forty-eight hours prior to the original time and date fixed for the opening.

(e) With authorization by Council, the Mayor may, on behalf of the City alone or in conjunction with one or more other political subdivisions and/or public or private hospital, execute a contract between the City and an emergency medical service organization, without competitive bid, for the purpose of providing emergency medical services and ambulance services to emergency patients in response to medical emergencies, notice of which is received through a 911 emergency system or similar system serving the City or notice of which is received directly by the City.

For the purpose of this section:

'Ambulance' means any motor vehicle that is used, or is intended to be used, for the purpose of responding to emergency medical situations, transporting emergency patients and administering emergency medical service to patients before, during, or after transportation;

'Emergency medical service' means services performed by first responders, emergency medical technicians and paramedics and includes such services performed before or during any transport of a patient, including transports between hospitals and transports to and from helicopters;

'Emergency medical service organization' means a public or private organization using first responders, emergency medical technicians and/or paramedics to provide emergency medical services;

'Emergency patient' means an individual who requires emergency medical care, as a result of serious illness or injury (not necessarily life-threatening), prior to receiving professional medical care or hospitalization; and

'Medical emergency' means an unforeseen event affecting an individual in such a manner that a need for immediate care is created.

(Ord. 33-09. Passed 3-9-09.)

ORDINANCE NO. 61-18

**AN ORDINANCE AMENDING SECTION 141.01 (B) AND (C)
OF THE CODIFIED ORDINANCES OF THE CITY OF
MEDINA, OHIO RELATIVE TO THE ADVERTISING AND
AWARDING OF CONTRACTS, BOARD OF CONTROL.**

WHEREAS: Sections 141.01 (b) and (c) of the codified ordinances of the City of Medina, Ohio presently read as follows:

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(b) The directors of the various departments of the City may purchase and contract for supplies or materials, or provide for any work under the supervision of the department not involving more than one thousand dollars (\$1,000).

(c) In the absence of an ordinance passed by Council, the Board of Control shall approve all contracts or purchases in excess of one thousand dollars (\$1,000) but not exceeding fifteen thousand dollars (\$15,000) and shall direct the Mayor to enter into the contract. In the absence of an ordinance passed by Council, the Finance Committee shall approve all contracts or purchases in excess of fifteen thousand dollars (\$15,000) but not exceeding twenty-five thousand dollars (\$25,000) and shall direct the Mayor to enter into the contract.

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

SEC. 1: That Sections 141.01 (b) and (c) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(b) The directors of the various departments of the City may purchase and contract for supplies or materials, or provide for any work under the supervision of the department not involving more than one thousand **five hundred** dollars (**\$1,500**).

(c) In the absence of an ordinance passed by Council, the Board of Control shall approve all contracts or purchases in excess of one thousand **five hundred** dollars (**\$1,500**) but not exceeding fifteen thousand dollars (\$15,000) and shall direct the Mayor to enter into the contract. In the absence of an ordinance passed by Council, the Finance Committee shall approve all contracts or purchases in excess of fifteen thousand dollars (\$15,000) but not exceeding twenty-five thousand dollars (\$25,000) and shall direct the Mayor to enter into the contract.

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

PASSED: April 9, 2018

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 9, 2018

SIGNED: Dennis Hanwell
Mayor

Effective date – May 9, 2018

ORDINANCE NO. 101-05

**AN ORDINANCE AMENDING SECTION 141.01 OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO ADVERTISING AND AWARDING OF
CONTRACTS.**

WHEREAS: Section 141.01 of the codified ordinances of the City of Medina, Ohio presently reads as follows:

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(a) All contracts made by the City of Medina shall be executed in the name of the City and signed on its behalf by the Mayor.

(b) The directors of the various departments of the City may purchase supplies or materials, or provide for any work under the supervision of the department not involving more than one thousand dollars (\$1,000).

(c) In the absence of an ordinance passed by Council and except for contracts in excess of ten thousand dollars (\$10,000) but less than fifteen thousand dollars (\$15,000), which contracts shall be approved by Council, the Board of Control shall approve all contracts in the various departments in excess of one thousand dollars (\$1,000) but not exceeding ten thousand dollars (\$10,000) and direct the Mayor to enter into the contract.

(d) Except as permitted otherwise by law, when any expenditure, other than the compensation of persons employed by the City, exceeds fifteen thousand dollars (\$15,000), such contracts shall be in writing and made with the lowest and best bidder as determined by the Board of Control after advertising for not less than two nor more than four consecutive weeks in a newspaper of general circulation with the City. Bids shall be opened and publicly read at the time, date and place specified in the advertisement to bidders or specifications. The time and date of bid openings may be extended to a later date by the Board of Control, provided that notice of the change shall be given to all persons who have received or requested specifications no later than forty-eight hours prior to the original time and date fixed for the opening. (Ord. 91-99. Passed 4-26-99.)

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

SEC. 1: That Section 141.01 of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

141.01 ADVERTISING AND AWARDING OF CONTRACTS.

(a) All contracts made by the City of Medina shall be executed in the name of the City and signed on its behalf by the Mayor.

(b) The directors of the various departments of the City may purchase supplies or materials, or provide for any work under the supervision of the department not more than one thousand dollars (\$1,000).

(c) The Board of Control shall approve all contracts or purchases in excess of one thousand dollars (\$1,000) but not exceeding fifteen thousand dollars (\$15,000). Contracts or purchases in excess of fifteen thousand dollars (\$15,000) but not exceeding twenty five thousand dollars (\$25,000) shall be approved by the Finance Committee.

(d) Except as permitted otherwise by law, when any expenditure, other than the compensation of persons employed by the City, exceeds twenty five thousand dollars (\$25,000), such contracts shall be in writing and made with the lowest and best bidder as determined by the Board of Control after advertising for not less than two nor more than four consecutive weeks in a newspaper of general circulation with the City. Bids shall be opened and publicly read at the time, date and place specified in the advertisement to bidders or specifications. The time and date of bid openings may be extended to a later date by the Board of Control, provided that notice of the change shall be given to all persons who have received or requested specifications no later than forty-eight hours prior to the original time and date fixed for the opening.

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

PASSED: April 25, 2005

SIGNED: Pamela B. Miller
President of Council

ATTEST: Catherine L. Horn
Clerk of Council

APPROVED: April 27, 2005

SIGNED: Jane E. Leaver
Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 23-080-3/27

FROM: Kimberly Marshall, Economic Development Director Committee: Finance

DATE: March 21, 2023

SUBJECT: City / Liberty View / MCDC Memorandum of Understanding

SUMMARY AND BACKGROUND:

This request is to authorize the Mayor to enter into a Memorandum of Understanding with Liberty View, LLC and the Medina City Development Corporation for certain infrastructure improvements to be made by the City and the Developer listed in Exhibit B.

For consideration, the City of Medina could cover the cost under the existing TIF District.

Budget Estimate for the project is: \$248,886.00

The city share is estimated at: \$220,986.00

The developer share is estimated at: \$27,900.00

The estimates have a 20% contingency built in.

Agreement is Subject to the Law Director's Approval

Estimated Cost: \$220,986.00

Suggested Funding: 390-0645-54412 (TIF FUND)

Sufficient funds in Account No.

- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: **NO**

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the _____ day of _____, 2023, at Medina, Ohio, by and among the **City of Medina**, an Ohio Municipal Corporation with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "City"), **Medina City Development Corporation**, an Ohio Non-Profit Corporation, with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "MCDC"), and **Liberty View, LLC**, an Ohio Limited Liability Company, with an address of 4015 Medina Road, Suite 200, Medina OH 44256 (hereinafter "Liberty View")

RECITALS

Whereas, MCDC is the owner of certain real property located on West Liberty Street in the City of Medina Ohio, more particularly described on Exhibit A (hereinafter "Property"), attached hereto and made a part hereof; and,

Whereas, MCDC wishes to redevelop the Property into a community-driven, mixed-use development for the benefit the City; and,

Whereas, MCDC is in negotiations with Liberty View whereby Liberty View will construct, use, and occupy the Property as a first-class mixed use commercial and residential development (the "Project") pursuant to a fifty (50) year ground lease with MCDC (hereinafter "Lease") and,

Whereas, MCDC and Liberty View wish to obtain certain assurances and commitments from the City which are conditions precedent to consummation of the Lease, but such assurances and commitments do not become effective until the Lease is in effect; and,

Whereas. the parties hereto wish to set forth those assurances and commitments in this MOU.

NOW, THEREFORE, for the consideration flowing among the parties and in consideration of the mutual promises set forth below that are conditioned upon the Lease being consummated, the City, MCDC and Liberty View make the following assurances and commitments:

1. Parking: The City represents that, as of the date of this Agreement, there are more than four hundred (400) public parking spaces within a one block radius of the Property including the Medina City parking facility to the north of the Property (hereinafter "Parking Deck") and in Medina City surface parking lots. The City commits that, to the extent the Parking Deck and the Medina City surface parking lots continue to exist during the term of the Lease, these public parking spaces will remain available to commercial and residential sub-tenants of Liberty View during the term of the Lease, on a first-come, first-served basis. Furthermore, during the term of the Lease, residential sub-tenants of Liberty View shall be eligible to purchase parking permits pursuant to Medina Codified Ordinance 351.15 which will allow them to park in any City "municipal off-street parking facility" without risk of violating the restricted time-limits.

2. Public Infrastructure and Improvements: Subject to appropriation of funds by the City's Council and within ten percent (10%) of the amount of the project cost estimates in Exhibit B, attached hereto and made a part hereof, the City agrees to:

a. Pay the cost of a four (4)-foot wide new sidewalk and a curb along the public drive between the Property and the parcel located immediately to the east, which public drive will connect West Liberty Street to the Parking Deck. The curb will be structurally tied to the sidewalk. The sidewalk of four (4)-inch thick concrete will be poured as part of a wider sidewalk that will service both the Liberty View Project and the Parking Deck. The sidewalk will be provided as

part of the construction of the Project by Liberty View. All costs in excess of the four (4)-foot wide portion of the sidewalk and curb will be borne by Liberty View. Liberty View shall provide a copy of an invoice from its contractor for the cost of the sidewalk for the purpose of reimbursement to Liberty View for the City's cost of the four (4)-foot wide sidewalk

b. Provide the public driveway from Liberty Street to the Parking Deck at its cost;

c. Pay the cost of:

(1) A curb to be poured integral with the new sidewalk located to the south of the Leased Property along West Liberty Street as part of the construction of the Liberty View Project by Liberty View. Liberty View shall provide a copy of an invoice from its contractor for the cost of the curb for the purpose of reimbursement to Liberty View for the City's cost of the curb.

(2) The sidewalk (with curb) will be provided as part of the construction of the Liberty View Project by Liberty View. All costs for the sidewalk will be borne by Liberty View.

d. Install, at its cost, a water main and hydrant from Liberty Street to the Parking Deck into which Liberty View will be permitted to connect at the north end of the Leased Property, but Liberty View shall pay the standard City charges for the tap-in, meter and permit therefor.

e. Install and maintain, at its cost, a community dumpster, pad, and enclosure located adjacent to the Parking Deck to serve Liberty View's commercial and residential sub-tenants of the Project and to serve the commercial businesses that may be located on Permanent Parcel Nos. 028-19A-21-080, 028-19A-21-081, and 028-19A-21-082; the City will provide for the disposal of waste from the dumpster and the costs thereof will be divided equally among the various users of

the dumpster and billed accordingly by the City; and the City agrees to jointly develop the specifications therefor with Architectural Design Studios of Medina, Ohio;

f. Pay the cost to relocate the primary power lines currently located along Liberty Street to the alleyway west of the Public Square and north of East Washington Street and to obtain any necessary easements therefor at its cost; and

g. Provide Liberty View with a temporary staging area for the Project on the south side of Liberty Street across from the Property (the exact size and location of which shall be reasonable as determined by the City) for construction vehicles, equipment and material to facilitate Liberty View's construction of the Project; Liberty View shall be responsible for: (i) any damages to the staging area as a result of Liberty View's and its contractors' use of the staging area and the cost of repair thereof; (ii) security of the staging area; and (iii) shall indemnify and hold harmless the City from any and all claims for damages to persons or property as a result of Liberty View's use of the staging area.

The parties agree to coordinate among their respective engineers and architects regarding the timing for completion of the items set forth in this Paragraph 2 that will be most appropriate and cost effective.

3. The terms of this MOU may not be modified except in writing signed by all of the parties hereto.

4. This MOU shall be binding on and shall inure to the benefit of the parties, their successors, and assigns.

5. The provisions of this MOU are severable, and in the event that any provision is declared invalid, this MOU shall be interpreted as if such invalid provision were not contained herein.

6. The rights and obligations of the parties hereunder and the interpretation of this MOU shall be governed by the laws of the State of Ohio. All disputes arising under this MOU shall be resolved in the courts of Medina County, Ohio. The parties hereby consent to submit themselves to the jurisdiction of such courts.

7. The parties agree to bear their own respective legal costs.

8. This MOU may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original.

(The balance of this page is intentionally left blank; signature page to follow.)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Medina, Ohio, the day and year first above written.

City of Medina
An Ohio Municipal Corporation

By: _____
Dennis Hanwell, its Mayor

Medina City Development Corporation
An Ohio Non-Profit Corporation

By: _____

Name: _____

Title: _____

Liberty View, LLC
An Ohio Limited Liability Company

By: its Member, MMR Properties, LLC
An Ohio Limited Liability Company

By: _____
Brendan Rose, Member

Approved as to legal form and correctness:

Gregory A. Huber, Director of Law
City of Medina

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named City of Medina, an Ohio municipal corporation, by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said City and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023, at Medina, Ohio.

NOTARY PUBLIC

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named Medina City Development Corporation, an Ohio Non-Profit Corporation, by _____, its _____, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said Non-Profit Corporation and his/her voluntary act individually and as such _____. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023, at Medina, Ohio.

NOTARY PUBLIC

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named Liberty View, LLC, an Ohio Limited Liability Company, by its Member, MMR Properties, LLC, an Ohio Limited Liability Company, by and through Brendan Rose, its Member, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said Company and his voluntary act individually and as such member. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023, at Medina, Ohio.

NOTARY PUBLIC

EXHIBIT A

Legal Description

Situated in the City of Medina, County of Medina and State of Ohio:

Need updated legal description as property is combined.

Permanent Parcel No. _____

EXHIBIT B

MOU Item	Item	Who Builds?	Who Pays?	Budget Estimate	City Share of Cost	Liberty View Cost
a	Sidewalk along the east side of the building, running from W. Liberty Street to the Parking Deck	Liberty View	City and Liberty Share Costs	\$14,400	\$4,100	\$10,300
	-1,710 SF of 4-inch concrete sidewalk					
	City pays for 4-foot wide sidewalk; Liberty View pays for any additional width of sidewalk					
b	Public driveway from W. Liberty St. to Parking Deck with curb. Curb to be structurally tied to adjacent sidewalk to the east.	City	City	\$50,100	\$50,100	\$0
	-467 SY of 8-inch concrete pavement with base & integral curbs, both sides					
	-290 LF of 4-inch curb drain					
c.1	Curb along the W. Liberty frontage of the property	Liberty View	City	\$3,500	\$3,500	\$0
	-155 LF of curb					
c.2	Sidewalk along the W. Liberty frontage of the property	Liberty View	Liberty View	\$17,600	\$0	\$17,600
	- 2,100 SF of 4-inch concrete sidewalk					
d	Water line from W. Liberty to north end of property, includes fire hydrant	City	City	\$37,400	\$37,400	\$0
	-8-inch gate valve					
	-172 LF of 8 inch dia. PVC water line					
	-1 fire hydrant					
	Liberty View to pay for meter, tap and permit					
e	Common Dumpster Enclosure, with concrete pad and bollards	City	City	\$42,700	\$42,700	\$0
	-67 SY of 8 inch concrete pavement					
	-74 LF of 18 inch by 36 inch trench footing					
	-7 EA bollards with concrete footings*					
	-2 EA 11 ft wide by 6 ft high galvanized frame gates*					
	-1 EA Man door/gate					
	-533 SF of 8 inch split face masonry block*					
	-Wood slats on the doors					
	* Estimate for these items prepared by Campbell on 8/23/22					
f	City to contract with Ohio Edison to relocate primary power lines	Ohio Edison	City	\$83,186	\$83,186	\$0
	-Estimate prepared by Ohio Edison					
			TOTAL	\$248,886	\$220,986	\$27,900

REQUEST FOR COUNCIL ACTION

No. RCA 23-081-3/27

FROM: Medina Recreation Center *SW*
DATE: March 21, 2023
SUBJECT: Natatorium Repair Project
SUMMARY AND BACKGROUND:

Committee: Finance

The Medina Community Recreation Center respectfully requests Council to approve an advance of carryforward funds for a Natatorium Repair Project. On March 20, 2023, the Medina City School District Board of Education approved a quote for repairs to the Medina Recreation Center leisure pool, lap pool and spa at a total approximate cost of \$1,481,704.00.

The Medina City School District will fund the total cost of the repairs and the City of Medina will reimburse 50% from MCRC Capital Fund account 575-0350-54420 per the Joint Operating Agreement with the exception of the Spa and Lift chair repairs. The City will reimburse 100% of the costs of those repairs, which will cost approximately \$85,000 and require a separate purchase order not associated with the Capital Fund.

Additionally request a purchase order from line 575-0350-54420 for Medina City Schools in the amount of the current balance of the MCRC Capital Fund after necessary transfers and advances.

*See attached architect's opinion of probable cost and the School Board's recommendation.

Estimated Cost: \$788,287.00

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. Unappropriated MCRC Carryforward *Transfer Out*
to Account No. 574-0350-56610 \$703,287 *Advances Out*
to Account No. 574-0350-54420 \$85,000
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Medina Recreation Center Natatorium Upgrades
Concept Opinion of Probable Cost
Project No. 23031



March 10, 2023

This Estimate excludes escalation. Current market conditions make it extremely difficult to forecast into the future. The last twelve months saw a rapid increase in construction pricing. Going forward, we believe those increases will be hard to maintain and eventually pricing will increase at a more historic rate. Unfortunately, we don't know when that will occur. To further complicate issues, there are material shortages. Obtaining all of these materials will take an extended period of time thus increasing the time frame for the project and the possibility of increased escalation.

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
LAP POOL - BASE BID				\$395,696
Lap Pool lane markers - demo tile	784	sf	\$80	\$62,720
Lap Pool walls/floor - demo plaster	7,636	sf	\$6	\$45,816
Lap Pool lane markers - new tile	784	sf	\$140	\$109,760
Lap pool walls/floor - new plaster	7,636	sf	\$20	\$152,720
Replace lights	14	ea	\$1,000	\$14,000
Replace drain covers	3	ea	\$500	\$1,500
Replace deck drain covers	306	lf	\$30	\$9,180
LEISURE POOL - BASE BID				\$339,326
Leisure Pool lane/depth markers - demo tile	296	sf	\$80	\$23,680
Leisure Pool walls/floor - demo plaster	9,666	sf	\$6	\$57,996
Leisure Pool lane/depth markers - new tile	296	sf	\$140	\$41,440
Leisure pool walls/floor - new plaster	9,666	sf	\$20	\$193,320
Slide mat - Life floor	1	ea	\$1,000	\$1,000
Replace lights	7	ea	\$1,000	\$7,000
Replace drain covers	5	ea	\$500	\$2,500
Replace deck drain covers	413	lf	\$30	\$12,390
CLEANING				\$69,900
Cleaning of exposed steel roof trusses and ductwork	23,300	sf	\$3	\$69,900
Pool Construction Sub-Total				\$804,922
8% General Conditions (Bonds & Insurance)				\$64,000
Pool Construction Total				\$868,922
Construction Contingency 10%				\$86,892
MEDINA NATATORIUM POOL REPAIRS - BASE BID TOTAL				\$955,814

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
ADDITIONAL TILE - ALTERNATE				\$104,720
Lap Pool wall coping - demo tile	171	sf	\$80	\$13,680
Lap Pool wall coping - new tile	171	sf	\$140	\$23,940
Leisure Pool wall coping, steps - demo tile	305	sf	\$80	\$24,400
Leisure Pool wall coping, steps - new tile	305	sf	\$140	\$42,700
DIAMONDBRITE - ALTERNATE				\$346,040
Lap pool walls/floor - new diamondbrite	7,636	sf	\$40	\$305,440
Lap pool walls/floor - credit for base bid plaster				-\$152,720
Leisure pool walls/floor - new diamondbrite	9,666	sf	\$40	\$386,640
Leisure pool walls/floor - credit for base bid plaster				-\$193,320
SPA - ALTERNATE				\$51,469
Spa - demo tile	209	sf	\$80	\$16,712
Spa - demo plaster	174	sf	\$6	\$1,041
Spa - new tile	209	sf	\$140	\$29,246
Spa - new plaster	174	sf	\$20	\$3,470
Replace light	1	ea	\$1,000	\$1,000
LIFT - ALTERNATE				\$23,661
Replace pool lifts	3	ea	\$7,887	\$23,661



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Agenda Item Details

Meeting Mar 20, 2023 - Regular Board Meeting; Medina High School - Professional Development Center; 6:00 P.M.

Category I. Action Item - Superintendent

Subject 1. Medina Recreation Center Natatorium Repairs

Type Action (Consent)

Recommended Action It is recommended that the Board of Education approve the quote for repairs to the Medina Community Recreation Center leisure pool, lap pool and spa at a total approximate cost of \$1,481,704.00, to allow the bid process. The Medina City School District will fund the total cost of the repairs and the City of Medina will reimburse 100% of the cost of the spa repairs (\$51,469.00) and lift replacement (\$23,661.00) and 50% of the remaining cost of repairs (\$1,406,574.00).

2023-03-10 OPC Medina Nat.pdf (69 KB)

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