

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 10, 2023
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 27, 2023)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor's appointments.

Civil Service Commission – James Palmquist – Expiring 6/30/29

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 69-23, Ord. 70-23, Res. 71-23, Ord. 72-23, Ord. 73-23, Ord. 74-23, Ord. 75-23, Ord. 76-23

Res. 69-23

A Resolution authorizing the Mayor to file an application for grant assistance with the Medina County Drug Advisory Commission (MCDAC) for a grant to fund and support the School Resource Officer Program with the Medina City Schools.

Ord. 70-23

An Ordinance authorizing the Mayor to execute a Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) and to accept funding for a Federal Aid Project Grant for the State Road Reconstruction Project.

Res. 71-23

A Resolution supporting the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.'s) submittal for additional Federal funding for the State Road Reconstruction Project.

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Ord. 72-23

An Ordinance authorizing the Mayor to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Bat Commerce, LLC (Trailer One), for a newly installed Storm Water Detention System.

Ord. 73-23

An Ordinance authorizing 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.

Ord. 74-23

An Ordinance authorizing an expenditure to the Medina City School District Board of Education for the Natatorium Repair Project at the Medina Community Recreation Center.

Ord. 75-23

An Ordinance amending Ordinance No. 35-23, passed February 13, 2023, relative to the payment to Dunlop & Johnston, Inc. for work performed as part of the CDBG-Target of Opportunity Grant. (emergency clause requested)

Ord. 76-33

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 27, 2023

Call to Order:

Medina City Council met in regular session on Monday, March 27, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President Pro-Tem Jim Shields, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire. J. Hazeltine was absent. John Coyne was in attendance serving as Acting Mayor.

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

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, March 13, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Reports of Standing Committees:

Finance Committee: Mr. Shields stated the Finance Committee met prior to the Council Meeting and will meet again on April 10, 2023.

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

Public Properties Committee: Mr. Shields stated that Public Properties met before the Finance Committee today. There was one item on that agenda that will be moving out of Public Properties onto our Finance Committee.

Special Legislation Committee: Mr. Lamb has scheduled two meetings, May 10th at 5:00 p.m. update the Parking Policy, May 15th at 5:00 p.m. consideration of prohibiting feeding of deer, and wild animals.

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

Water & Utilities Committee: Ms. Hazeltine was absent.

Emerging Technologies Committee: Mr. Rose stated the ETAC will meet on March 30th at 5:00 p.m. at City Hall.

Requests for Council Action:

Finance

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.

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

Health, Safety & Sanitation Committee

23-073-3/13 – Amend S&B 31.05 – Add one (1) Full-Time Dispatcher - Police

Water & Utilities Committee

23-074-3/13 – Water Rates and Related Items

Reports of Municipal Officers:

John Coyne III, Acting Mayor, offered condolences to Mr. Rose and his family for the passing of his father. Prayers to Mrs. Parnell-Cavey as she was involved in an accident over the weekend traveling to Myrtle Beach and is currently in ICU. Laura is a former council member of Ward 1. Recognized that Alternative Paths is here tonight to give a CIT Award to our officers here. Congratulated Council for the great job that they do.

Keith Dirham, Finance Director, Echoed his condolences to Mr. Rose and his family. Echoed prayers as well to the Parnell-Cavey family. Keith stated the City of Medina has a municipal income tax, we contract with RITA. www.rita-ohio.com Please remember to file if you are a resident of the city.

Kimberly Marshall, Economic Development Director, had no report.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, reminded residents in the southwest quadrant of the city that Ohio Edison is handing out door hanger notifications for utility tree pruning.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, had no report.

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

Joe Toth, LST Director, LST in the month of February had 542 ambulance calls for the City of Medina and for all three entities there were 818 ambulance calls.

Notices, communications and petitions:

There were none.

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Unfinished Business:

There was none.

Introduction of Visitors:

Gail Houk – Alternative Paths

Gail presented Medina Police Department with the 2023 Crisis Intervention Training Agency of the Year Award.

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 59-23, Ord. 60-23, Ord. 61-23, Ord. 62-23, Ord. 63-23, Ord. 64-23, Ord. 65-23, Ord. 66-23, Ord. 67-23, Ord. 68-23. Mr. Simpson moved to suspend the rules requiring three readings on tonight's ordinances and resolutions, seconded by Mr. Rose. The roll was called and passed by the yea votes P. Rose, J. Shields, D. Simpson, R. Haire, and B. Lamb.

Ord. 59-23

An Ordinance amending Section 1 of Ordinance No. 203-22, passed November 14, 2022 relative to the West Smith Reconstruction, Phase 4 Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 059-23, seconded by Mr. Rose. Mr. Patton stated the West Smith Road project is ongoing. During the course of the project, the county has asked to increase the scope of the amount of work they are doing and we need to amend this ordinance to increase the amount available. 100% of this cost is being paid by Medina County. The roll was called and Ordinance/Resolution No. 059-23 passed by the yea votes of J. Shields, D. Simpson, R. Haire, B. Lamb, and P. Rose.

Ord. 60-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 060-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 060-23, seconded by Mr. Rose. Mr. Dirham will discuss this ordinance and the next ordinance together. Keith stated these two ordinances are in reference to a payment they are now making for the Municipal Clerk Court Offices that has been in dispute for some time and that is why a then and now was needed. The original purchase order they had for this lapsed over the course of this dispute. It has now been resolved and the emergency clause is needed for payment. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, R. Haire, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 060-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 61-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 061-23, seconded by Mr. Rose. Mr. Simpson moved

that the emergency clause be added to Ordinance/Resolution No. 061-23, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, R. Haire, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 061-23 passed by the yea votes of D. Simpson, R. Haire, B. Lamb, P. Rose, and J. Shields.

Ord. 62-23

An Ordinance authorizing the Mayor to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2022 Community Housing Impact and Preservation Program (CHIP). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 062-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 062-23, seconded by Mr. Rose. Mr. Dutton stated it is a rental assistance program providing first month rent, security deposits and utility deposits to income eligible households. The dollar amount is \$16,000. Emergency clause is requested as the funds are available and we would like to use them as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire. The roll was called and Ordinance/Resolution No. 062-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and B. Lamb.

Ord. 63-23

An Ordinance authorizing the expenditure of \$50,000 to Lake County Sewer Co. for the Street Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 063-23, seconded by Mr. Rose. Mr. Piccoli stated this will allow the Service Department to continue the efforts and repairs to our storm sewer infrastructure. The roll was called and Ordinance/Resolution No. 063-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 64-23

An Ordinance authorizing the Mayor to enter into an agreement with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2023 through March 31, 2024. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 064-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 064-23, seconded by Mr. Rose. Mr. Coyne stated annually the city takes bids for city property and general liability coverage insurance. The emergency clause is requested because this policy goes into effect on April 1st. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire. The roll was called and Ordinance/Resolution No. 064-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and B. Lamb.

Ord. 65-23

An Ordinance authorizing the Mayor to enter into an agreement with Jackson Dieken Insurance for the City's Cyber Security Liability Insurance for the period of April 1, 2023 through March 31, 2024. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 065-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 065-23, seconded by Mr. Rose. Mr. Coyne stated this is for the city's Cyber Security Liability Insurance Coverage and the premium on this one is about \$24,000,

emergency is requested because it goes into effect on April 1st. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, R. Haire, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 065-23 passed by the yea votes of D. Simpson, R. Haire, B. Lamb, P. Rose, and J. Shields.

Ord. 66-23

An Ordinance adopting a Sexual Abuse and Molestation Prevention Policy for the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 066-23, seconded by Mr. Rose. Mr. Wehrley stated the Rec Center along with the law director, worked to develop this policy with the insurance company in an effort to minimize their risk at the facility. Policy outlines training, reporting, hiring procedures for those individuals that have close contact with youth. The roll was called and Ordinance/Resolution No. 066-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 67-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 067-23, seconded by Mr. Rose. Mr. Dirham stated they received a donation and in order to expend that money they need it approved by council. The roll was called and Ordinance/Resolution No. 067-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Ord. 68-23

An Ordinance authorizing the Mayor to accept a Limited Warranty Deed for the donation of 10.1478 acres of land being known as Permanent Parcel Number 028-19D-03-124, from West Creek Conservancy to the City of Medina, Ohio, and to execute all related documents. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 068-23, seconded by Mr. Rose. Mr. Wehrley stated the West Creek Conservancy is a non-profit organization, they asked for us to support a grant application to Clean Ohio for funding to purchase this property on the corner of East Smith Road and Guilford Blvd. We were awarded funding and through assistance we were able to acquire the property. This preserves a key 10-acre parcel of critical flood plain in repairing habitats, also saving rare and native species and ensuring good water quality. The roll was called and Ordinance/Resolution No. 068-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and B. Lamb.

Council comments.

Mr. Simpson expressed sympathy to the Rose family for their loss. Be kind to one another.

Mr. Rose thanked everyone for their kind words of sympathy and support.

Mr. Lamb expressed his condolences to Paul Rose and his family. Bill also spoke of the passing of his friend Wes Florian.

Mr. Shields spoke of two people that we recently lost who just made life better for Medina Virginia Jeandrevin and Wes Florian. Jim offered his condolences to the Rose Family.

Medina City Council
March 27, 2023

Adjournment

There being no further business, the meeting adjourned at 8:02 p.m.

Kathy Patton, Clerk of Council

Jim Shields, President of Council Pro-Tem

RESOLUTION NO. 69-23

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE MEDINA COUNTY DRUG ADVISORY COMMISSION (MCDAC) FOR A GRANT TO FUND AND SUPPORT THE SCHOOL RESOURCE OFFICER PROGRAM WITH THE MEDINA CITY SCHOOLS.

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 for grant assistance with the Medina County Drug Advisory Commission (MCDAC) for a grant to fund and support the School Resource Officer Program with the Medina City Schools.

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 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. 70-23

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SPONSOR PARTNERSHIP RESPONSIBILITY ACKNOWLEDGEMENT WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (N.O.A.C.A) AND TO ACCEPT FUNDING FOR A FEDERAL AID PROJECT GRANT FOR THE STATE ROAD RECONSTRUCTION PROJECT.

WHEREAS: NOACA has informed the City that they have awarded \$1,175,657 towards the reconstruction of State Road; and

WHEREAS: As part of the acceptance process, NOACA requires that an Authorized Representative of the City sign the attached acknowledgment.

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

SEC. 1: That the Mayor is hereby authorized and directed to accept this award and to execute the Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for the Federal Aid Project Grant for the State Road Reconstruction Project.

SEC. 2: That a copy of the Acknowledgement 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

NOACA 2024-2027 TIP Project Award – Sponsor Partnership Responsibilities

ORD. 70-23
Exh. A

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
Dennis Hanwell, Mayor

Date

Grace Gallucci, Executive Director, NOACA

Date

RESOLUTION NO. 71-23

**A RESOLUTION SUPPORTING THE NORTHEAST OHIO
AREAWIDE COORDINATING AGENCY'S (N.O.A.C.A.'s)
SUBMITTAL FOR ADDITIONAL FEDERAL FUNDING FOR
THE STATE ROAD RECONSTRUCTION PROJECT.**

WHEREAS: The Medina City Council and the Mayor desire to offer their support to this project.

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

SEC. 1: That Medina City Council and the Mayor, as duly elected public officials and current office holders for the City of Medina, hereby support Northeast Ohio Areawide Coordinating Agency (NOACA's) submittal for additional Federal funding for the State Road Reconstruction Project.

SEC. 2: 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. 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. 72-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FROM BAT COMMERCE, LLC (TRAILER ONE), FOR A NEWLY INSTALLED STORM WATER DETENTION SYSTEM.

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

SEC. 1: That the Mayor is hereby authorized and directed to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Bat Commerce, LLC (Trailer One).

SEC. 2: That a copy of this Agreement is marked Exhibit A, attached hereto and made a part hereof.

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

Effective date: May 10, 2023

City of Medina Ohio

Document ID:

Corresponding Job ID:

ORD. 72-23
EXH. A

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 029-19a-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 the 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 hereof 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 Owners 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) SS:

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

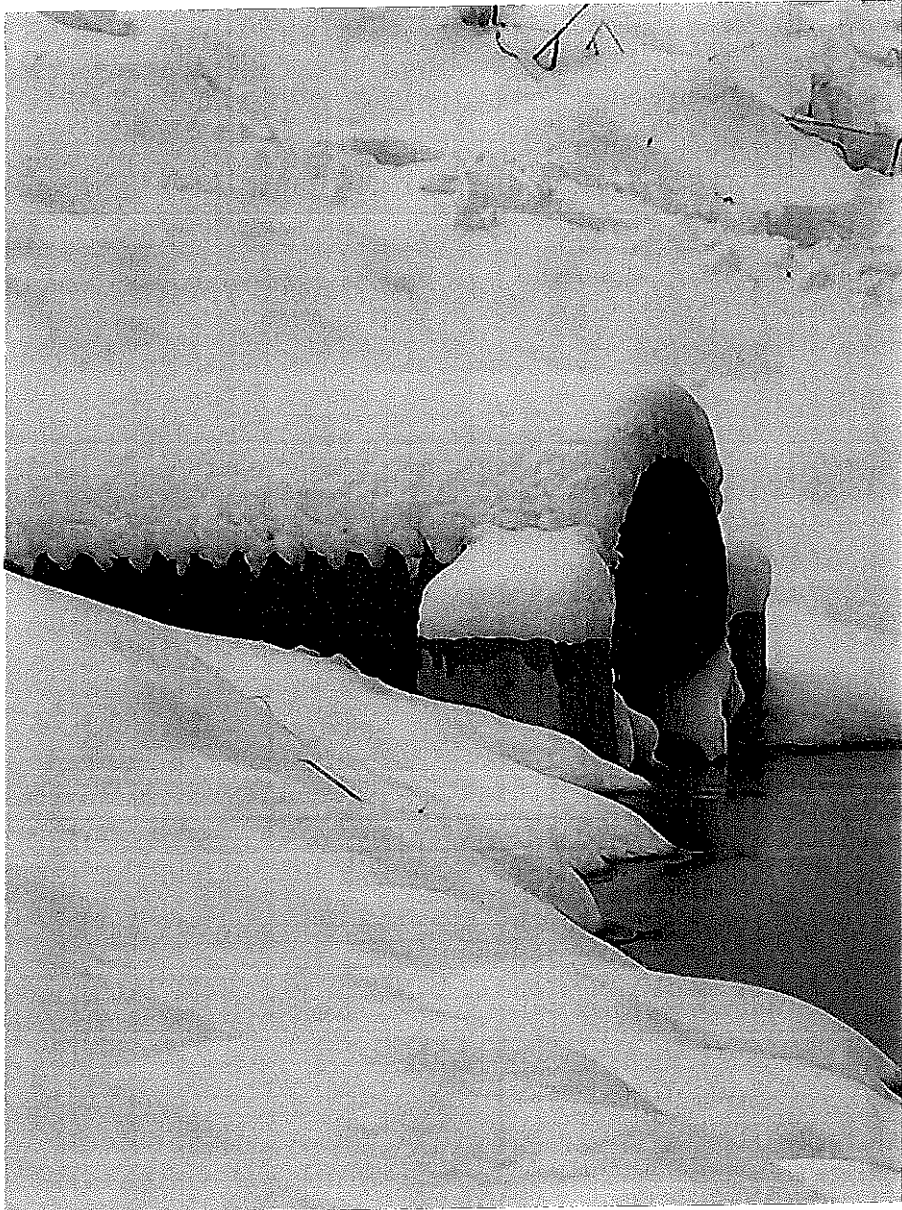
Trailer One, Inc through a triple net lease is responsible for funding the operations.

| 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 1905.00' 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 |

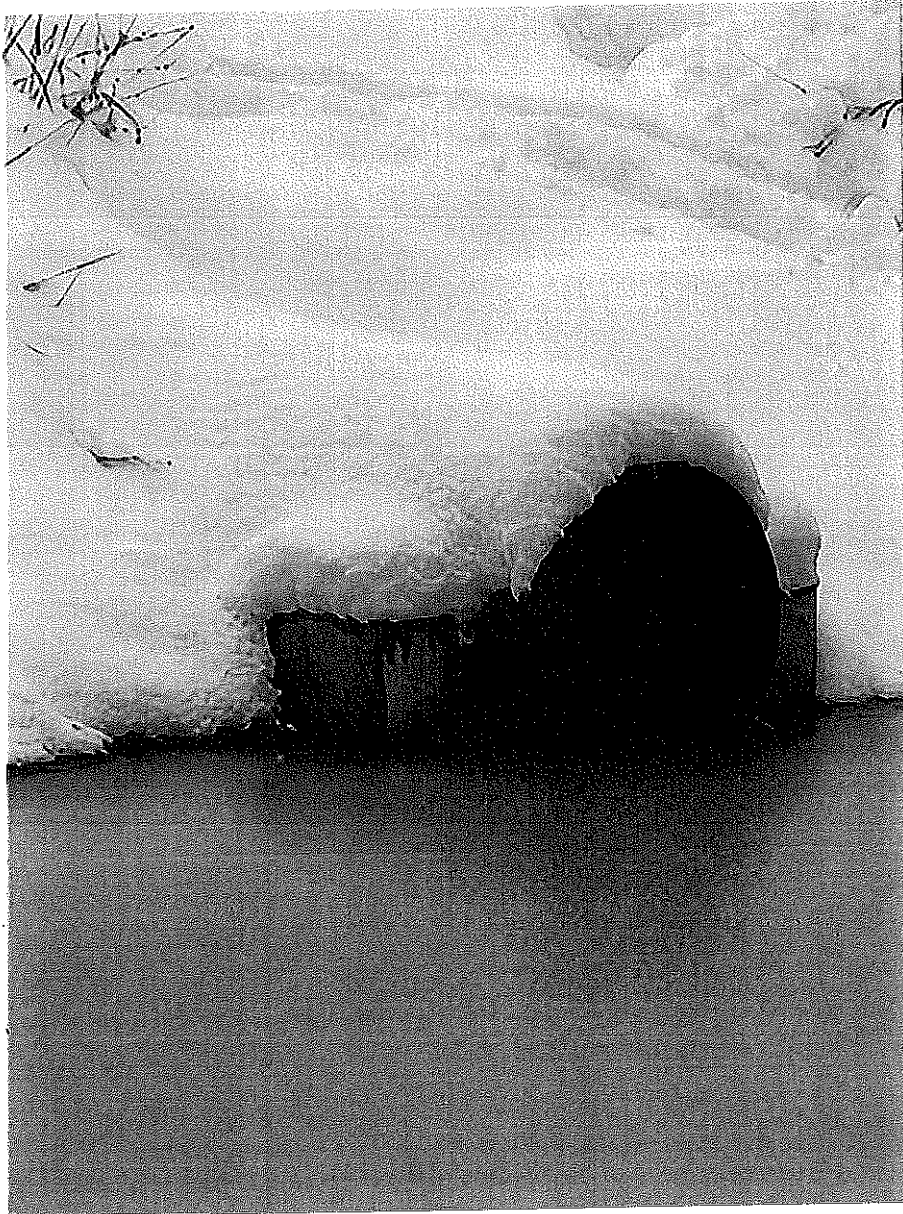
Note: Information taken from the North Carolina Department of Environmental and Natural Resources' "Storm water BMP Manual" rev. date 06-01-09



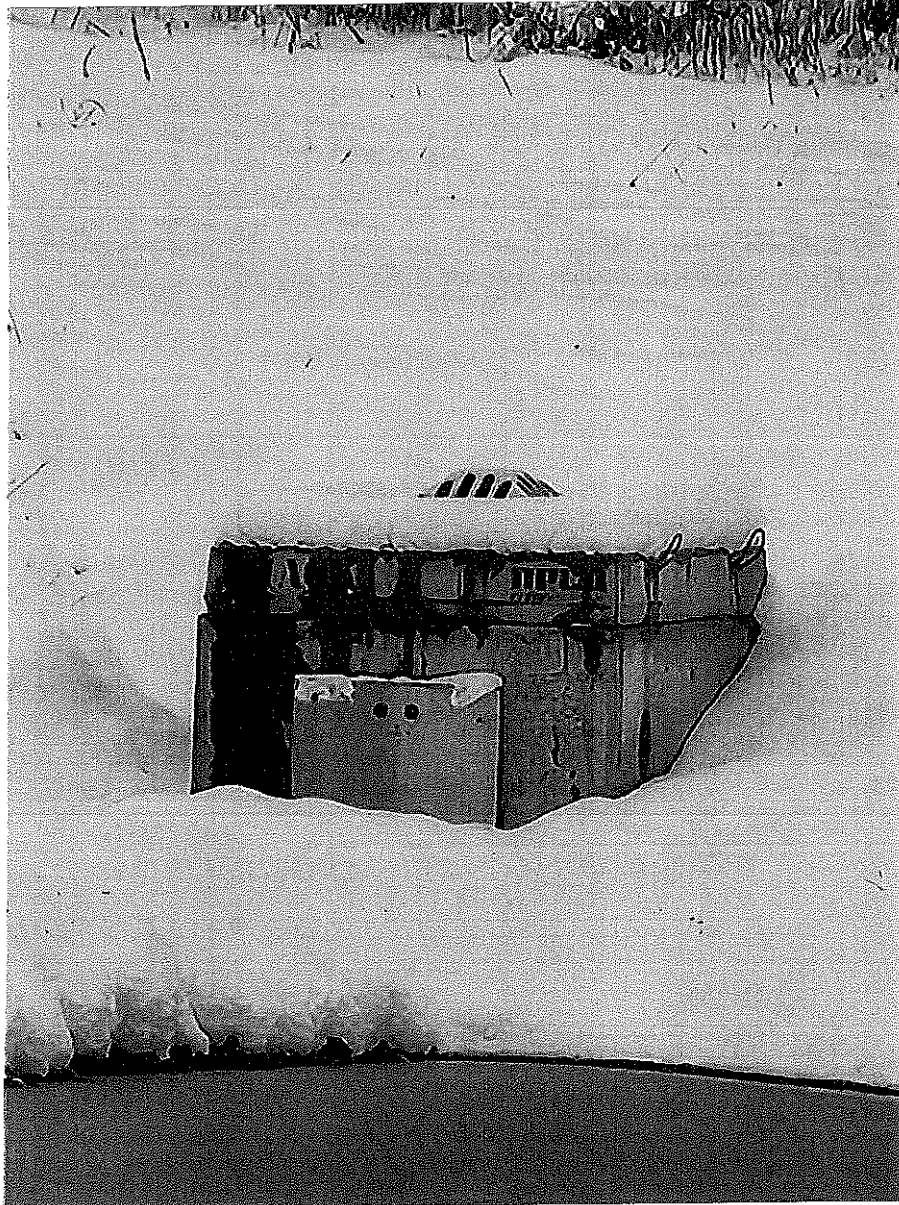
Storm Water Management Pond



24" Inlet



18" Inlet



Pond Outlet Structure



24" Pond Outlet



Inside of Outlet Structure

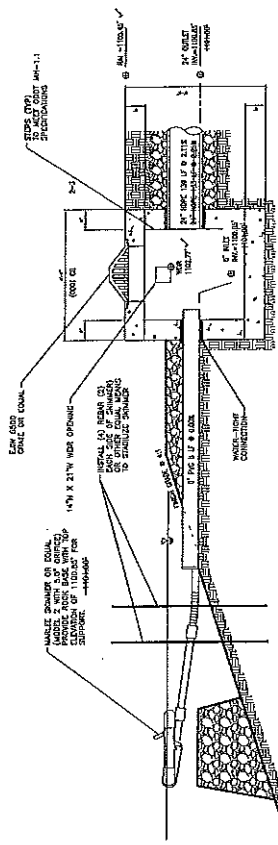
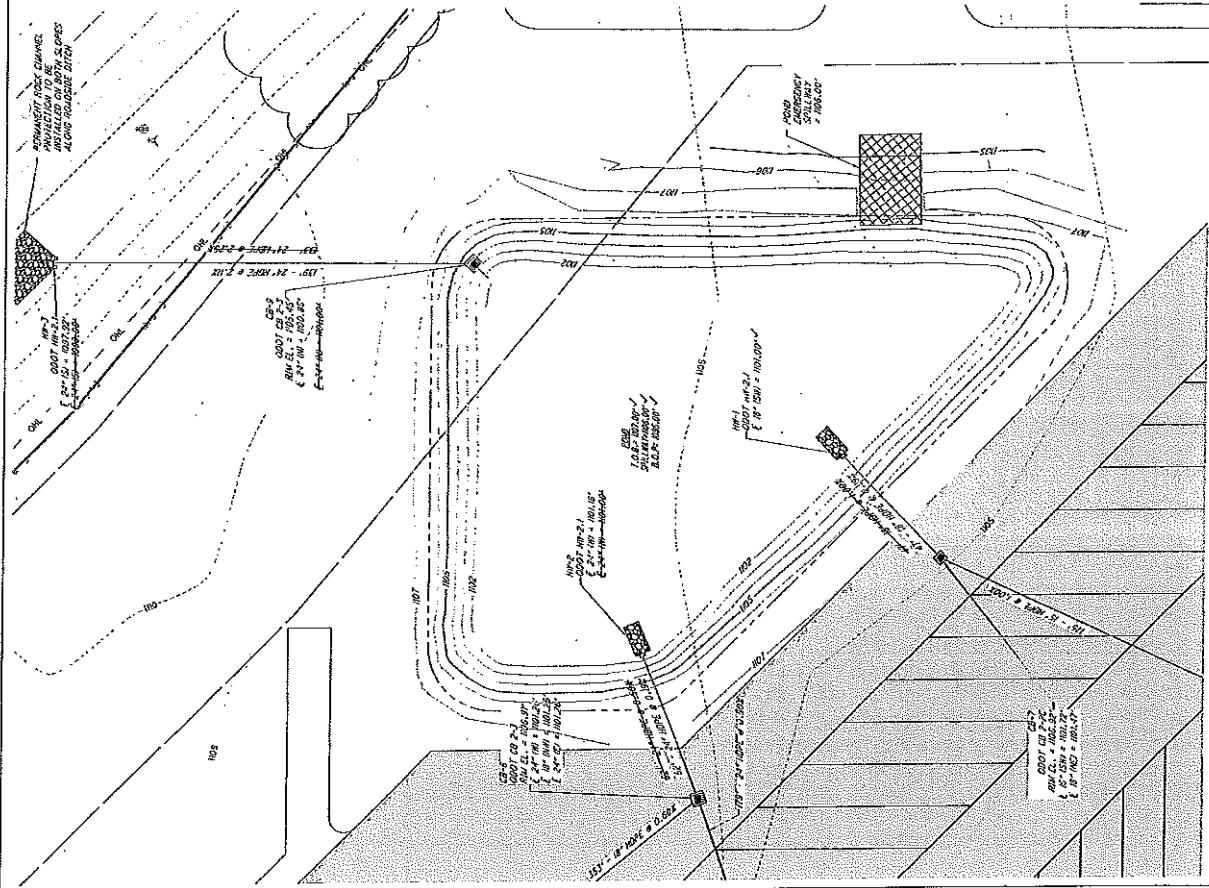
GENERAL NOTES: CITY OF MEDINA

1. THE 1/4" X 2 1/4" WEBS SHALL BE PLUGGED UNTIL TOP OF THE SITE GRABING BOX TO THE BASH HAS BEEN STABILIZED AS THE RETENTION BASIN WILL BE USED AS A DETENTION BASIN DURING CONSTRUCTION.

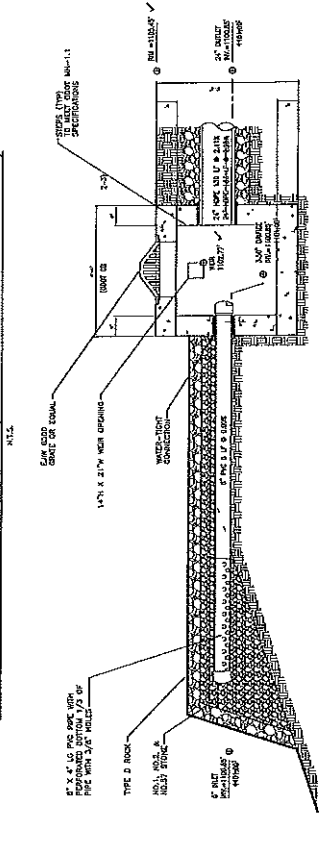
| Station | Center Line | Area | Volume | Center Area | Volume | Center Area | Volume |
|---------|-------------|--------|---------|-------------|---------|-------------|--------|
| 1101.00 | 14.000 | 0 | 0 | 14.000 | 15.841 | | |
| 1102.00 | 16.000 | 13.792 | 15.400 | 16.000 | 22.431 | | |
| 1103.00 | 18.000 | 32.184 | 38.200 | 18.000 | 51.920 | | |
| 1104.00 | 20.000 | 52.928 | 63.900 | 20.000 | 72.814 | | |
| 1105.00 | 22.000 | 74.720 | 89.700 | 22.000 | 95.920 | | |
| 1106.00 | 24.000 | 97.560 | 112.500 | 24.000 | 120.270 | | |

POND TEMPORARY SEDIMENT BASIN CHARACTERISTICS

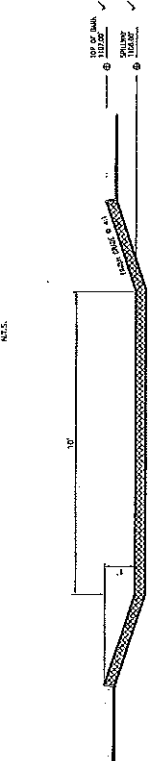
REMAINING DETENTION BASIN WILL BE USED TO STORE STORM WATER RUNOFF.
 TOP OF BASIN 107.00'
 BOTTOM OF BASIN 98.500'
 TOTAL DRAINAGE AREA: 20.28 AC
 TOTAL DISTURBED EARTH AREA: 8.87 AC
 TOTAL STORAGE VOLUME: 100,300 CF
 OUTLET INVERT: 99.800'



SIDE VIEW POND OUTLET STRUCTURE (POST CONSTRUCTION)
 N.T.S.



SIDE VIEW POND OUTLET STRUCTURE (POST CONSTRUCTION)
 N.T.S.



ORDINANCE NO. 73-23

AN ORDINANCE AUTHORIZING 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.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the City of Medina, Liberty View, LLC and the Medina City Development Corporation pertaining to certain infrastructure improvements to be made by the City and the Developer.

SEC. 2: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director’s final approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date: May 10, 2023

MEMORANDUM OF UNDERSTANDING

ORD. 78-23

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 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 |

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. _____



Cunningham & Associates, Inc.

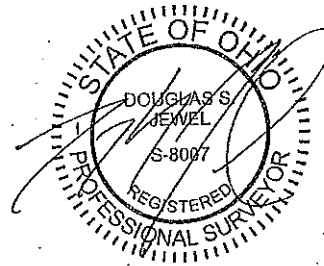
Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for MCL 9399
Project No. 15-133
October 20, 2022

Situated in the City of Medina, County of Medina, State of Ohio and being known the whole of Medina City Lot 9399, as shown by plat as recorded in Document Number 2022PL000068 of Medina County Recorder's Records, containing 0.4450 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in September 2022.

NEW PARCEL NO. 020-19A-21-395
SURVEY REF. N - A
APPROVED BY MM
MEDINA CO. MAP OFFICE



ORDINANCE NO. 74-23

AN ORDINANCE AUTHORIZING AN EXPENDITURE TO THE MEDINA CITY SCHOOL DISTRICT BOARD OF EDUCATION FOR THE NATATORIUM REPAIR PROJECT AT THE MEDINA COMMUNITY RECREATION CENTER.

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: 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. 2: That the expenditure, in the estimated amount of \$85,000.00, is available in Account No. 574-0350-54420, for the costs to repair the spa and lift chair as part of the Natatorium Repair Project at the Medina Community Recreation Center.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 75-23

AN ORDINANCE AMENDING ORDINANCE NO. 35-23, PASSED FEBRUARY 13, 2023, RELATIVE TO THE PAYMENT TO DUNLOP & JOHNSTON, INC. FOR WORK PERFORMED AS PART OF THE CDBG-TARGET OF OPPORTUNITY GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 35-23, passed February 13, 2023, authorized payment to Dunlop & Johnston, Inc., for work performed at the Medina County Battered Women's Shelter as part of the CDBG-Target of Opportunity Grant; and

WHEREAS: It has been requested to amend the amount authorized from \$141,000.00 to \$139,022.00, as there is not enough money in the grant to cover any overruns.

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

SEC. 1: That Section 2 of Ordinance No. 35-23, passed February 13, 2023 is hereby amended to read as follows: That the funds to cover this payment, in the amount of \$139,022.00, are available in Account No. 125-0451-52215, AD-20-03.

SEC. 2: That Purchase Order #2023000982 is hereby amended to reflect this change.

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 the work has been completed and the contractor is awaiting payment; 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

ORDINANCE NO. 76-23

**AN ORDINANCE AMENDING ORDINANCE NO. 221-22,
PASSED DECEMBER 12, 2022. (Amendments to 2023 Budget)**

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

SEC. 1: That Ordinance No. 221-22, passed December 12, 2022, shall be amended by the following additions:

| <u>Account No./Line Item</u> | <u>Additions</u> |
|------------------------------|------------------|
| 106-0101-53315 | 5,000.00 * |
| 157-0705-52226 | 1,000.00 * |

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