

FINANCE COMMITTEE AGENDA
Monday, June 12, 2023
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 19-175-10/15 – Vacating City R-O-W from Church Property
3. 23-113-5/22 – Increase PO #2023-0930 – Wheeling & Lake Erie Railway
4. 23-114-5/22 – Increase PO #2023-840 – Rocco Masonry
5. 23-115-6/12 – Medina Meow Fix – Additional Funding Request
6. 23-116-6/12 – Bids, 2023 Broadcasting & Web Streaming Head End Video
7. 23-117-6/12 – Expenditure to Medina City Schools – Pickleball Courts (ARPA)
8. 23-118-6/12 – Donate PC's to Medina City Schools – IT
9. 23-119-6/12 – Expenditure Over \$20,000 – Intertek PSI – Engineering
10. 23-120-6/12 – Amend JEDD Contract – South Town, LLC
11. 23-121-6/12 – Bids, Rocky River Stabilization at Huffman Cunningham Park (ARPA)
12. 23-122-6/12 – Courthouse Lease
13. Executive Session (imminent litigation)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-115-6/12 – Medina Meow Fix – Additional Funding Request
- 23-116-6/12 – Bids, 2023 Broadcasting & Web Streaming Head End Video – CableTV
- 23-117-6/12 – Pickleball Courts – ARPA Funds
- 23-118-6/12 – Donate PC's to Medina City Schools
- 23-119-6/12 – Expenditure Over \$20,000 – Intertek PSI – Engineering
- 23-120-6/12 – Amendment to JEDD Contract – South Town, LLC
- 23-121-6/12 – Bids, Rocky River Stabilization at Huffman Cunningham Park – ARPA
- 23-122-6/12 – Courthouse Lease

6/12/23

REQUEST FOR COUNCIL ACTION

No. RCA 19-175-10/15

FROM: John Coyne – President of Council
DATE: October 1, 2019
SUBJECT: Vacating City R-O-W from Church Property

Committee: Finance

SUMMARY AND BACKGROUND:

St. Francis Xavier Parish and the Diocese of Cleveland have approached the city about trying to acquire a portion of the public right of way that extends south from SR 18 into the Church property. In 1987 St. Francis dedicated this piece of property to the City as public right of way; they would like to re-acquire it now. The plat was dedicated in Ordinance No. 138-87, passed December 14, 1987.

See attached letter and copy of Ord. 138-87.

*Pat - ① To accomplish - Have to prepare vacation plat (Church should pay to prepare)
② ~~the~~ We vacate land so they automatically become owners.
Huber need to look at*

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 10/15/19

*DS/PR
~~SS/BS~~ 6-1 (JS abst)
HOLD - Need to accept vacation plat.
To be provided by St. Francis*

Ord./Res.
Date:



St. Francis Xavier Parish

5-23-23

April 18, 2023

Medina City Council
c/o John Coyne, Council President
132 N. Elmwood Avenue

Cc: Dennis Hanwell, Mayor
Patrick Patton, City Engineer

Request for Council Action on Vacating City Right-of-Way from Church Property, Ordinance No. 138-87

Dear Mr. Coyne,

St. Francis Xavier Parish is requesting the City Council to consider vacating the strip of land (Project No. 12-163, Outlot 2) surrounded by our parish property. This plat was vacated to the City in Ordinance No. 138-87, passed on December 14, 1987. This request was originally made to the Council on September 24, 2019.

The need for the City to own this plat no longer exists. Our understanding of the original reason for the 1987 Ordinance was to allow the use of state funds for teaching the students certain subjects at a private school. The rules have changed, and this requirement no longer exists. Thus, our request for the plat to be returned to St. Francis as stated in the September 24, 2019 letter to the Council.

Attachments:

- Description and plot of the property
- Copy of Ordinance No. 138-87 with Exhibits A & B
- 2019 Request for Council Action
- Original 2019 request from St. Francis
- Emails from 2019 regarding the Request for Vacating the City Right of Way.

Thank you for your time and consideration,

In Christ,

Rev. Tony Sejba
Pastor St. Francis Xavier Parish

DESCRIPTION
0.1408 ACRES
PROJECT NO. 12-163

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Outlot 2 further bounded and described as follows:

Beginning at the northwest corner of Medina City Outlot 1 being the intersection of the northerly prolongation of the east right-of-way of Spring Grove Street (33 feet wide) and the westerly prolongation of the south right-of-way of S.R. 18, S.H. 95 East Washington Street (60 feet wide), being also the northwest corner of land conveyed to The City of Medina in Document No. 2006OR014257 of Medina County Recorder's Records dated 5/10/06;

Thence N 89° 47' 00" E, 530.42 feet along the said westerly prolongation and the south right-of-way of said S.R. 18 to the principal place of beginning of the parcel described herein;

Thence N 89° 47' 00" E, 25.01 feet to a point in the south right-of-way of said S.R. 18;

Thence S 01° 30' 00" W, 245.75 feet to a point;

Thence N 88° 30' 00" W, 25.00 feet to a point;

Thence N 01° 30' 00" E, 245.00 feet to the principal place of beginning and containing therein 0.1408 acres of land.

SKETCH

CITY: MEDINA LOT NO: OUTLOT 2

PROP OWNER:

COUNTY OF MEDINA & STATE OF OHIO

DATE: JUNE 2012 SCALE: 1" = 60'

PART OF OUTLOT 1
CITY OF MEDINA
DOC. NO. 200608014257
5/10/06

SR. 18 SH. 95 EAST

WASHINGTON STREET 60'

R = 50.00
Δ = 56°08'52"
A = 76.32
T = 45.41
C = 69.56
N45°42'34"E

N89°47'00"E 482.01'

N89°47'00"E

25.01'

PART OF OUTLOT 1

PART OF OUTLOT 2

PART OF OUTLOT 2

PART OF OUTLOT 2

0.1408 AC

N01°30'00"E 245.00'

S01°30'00"W 245.75'

PART OF OUTLOT 2

PART OF OUTLOT 2



CUNNINGHAM & ASSOC., INC.
CIVIL ENGINEERING & SURVEYING
203 W. LIBERTY ST. MEDINA, OH, 44256
TELEPHONE (330) 725-5980
PROJECT NO. 12-163

SPRING GROVE STREET 33'



St. Francis Xavier Parish

cc: Council
Mayor
Pat P.

September 24, 2019

Medina City Council

c/o Mr. John Coyne, Council President

132 N. Elmwood Avenue

Medina, Ohio 44256

Re: Ordinance No. 138-87

RECEIVED

OCT 01 2019

BY: KP

Dear Mr. Coyne,

Currently, St. Francis Xavier Parish is considering opportunities to enhance our property in the best interest of our community.

On December 14, 1987, The Medina City Council passed Ordinance No. 138-87 in which the City of Medina vacated a portion of real estate on East Washington Street and accepted from the Bishop of the Catholic Diocese of Cleveland on behalf of St. Francis Xavier Parish a dedication plat of real estate on East Washington Street for street and all other utility purposes. The purpose of this dedication plat was to better serve the needs of our students. The need for the dedicated plat is no longer needed to serve our students and we believe development of this area will better serve the community. Therefore, we are respectfully requesting the City of Medina vacate the plat of real estate dedicated in Ordinance No. 138-87. We welcome the ability to further discuss this request with Council.

Thank you for your time and consideration.

In Christ,

Rev. Tony Sejba

Pastor St. Francis Xavier Parish

ORDINANCE NO. 138-87

AN ORDINANCE VACATING A PORTION OF REAL ESTATE ON EAST WASHINGTON STREET AND ACCEPTING A DEDICATION PLAT OF REAL ESTATE ON EAST WASHINGTON STREET FOR STREET AND ALL OTHER UTILITY PURPOSES.

WHEREAS: Ordinance No. 143-83, passed September 26, 1983, dedicated a portion of real estate on East Washington Street at St. Francis Xavier Catholic Church for street and all other utility purposes; and

WHEREAS: At the written request of the property owner, the Planning Commission, at its November 12, 1987 meeting, approved the vacation plat and street dedication plat of a portion of real estate at 612 East Washington Street.

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

SEC. I: That the portion of East Washington Street as shown on Exhibit A, attached hereto and made a part hereof, is hereby vacated.

SEC. II: That the street dedication plat for East Washington Street, as shown on Exhibit B, attached hereto and made a part hereof, is hereby dedicated to public use for street and all other purposes.

SEC. III: It is agreed and understood that the parish of St. Francis Xavier shall be responsible for all upkeep and maintenance on Out Lots 1 and 2 as shown on Exhibit B.

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

PASSED: December 14, 1987

SIGNED: Sally D. Biscione
President of Council

ATTEST: Catherine L. Horn
Clerk of Council

APPROVED: Dec 20, 1987

SIGNED: [Signature]
Mayor

I hereby certify that the foregoing Ordinance No. 138-87 was duly published by title only in the Medina County Gazette on the 19 day of JANUARY and the 26 day of JANUARY, 1988.

Catherine L. Horn
Clerk of Council

From: Coyne, John [<mailto:jcoyne@ralaw.com>]
Sent: Friday, September 20, 2019 11:22 AM
To: Patrick Patton <ppatton@medinaoh.org>
Cc: Greg Huber <gghuber@medinaoh.org>; Kathy Patton <kpatton@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>
Subject: RE: Vacating city right of way from church property

Do you have the facts of why it was dedicated?

John M. Coyne, III
Shareholder, Real Estate Practice Group Manager



222 S. Main St.
Suite 400
Akron, OH 44308
Direct Phone No.: 330.849.6677
Main Phone No.: 330.376.2700
Fax No.: 330.376.4577
Email: jcoyne@ralaw.com
www.ralaw.com
Roetzel & Andress, A Legal Professional Association

Both John M. Coyne, III and Roetzel & Andress intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify John M. Coyne, III immediately at 330-849-6677. Thank you.

From: Patrick Patton <ppatton@medinaoh.org>
Sent: Friday, September 20, 2019 10:45 AM
To: Coyne, John <jcoyne@ralaw.com>
Cc: Greg Huber <gghuber@medinaoh.org>; Kathy Patton <kpatton@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>
Subject: FW: Vacating city right of way from church property

EXT:

John-

FYI, St. Francis and the Diocese of Cleveland have approached us about trying to acquire a portion of the public right of way that extends south from SR 18 into the Church property (see attached). In 1987 St. Francis dedicated this piece of property to the City as public right of way; they would like to re-acquire it now.

I wanted to let you know that the Diocese will be sending you a letter about this. I have spoken to Greg Huber about this, he's not sure of the process for vacating public right of way, how the vacated property would be transferred to another owner, etc.; he will have to look into it.

Let me know if you have any questions.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721

EXHIBIT B
ORD. 138-87

ACCEPTANCE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ANTHONY PILLA BISHOP, THE ROMAN CATHOLIC DIOCESE OF CLEVELAND, OHIO FOR ST. FRANCIS XAVIER CATHOLIC CHURCH OF MEDINA, OHIO, THE OWNER OF THE HEREIN DESCRIBED LAND DOES HEREBY ACKNOWLEDGE THIS PLAT TO BE HIS OWN FREE ACT AND DEED AND DOES HEREBY DEDICATE TO PUBLIC USE THAT AREA SHOWN HEREIN IN YELLOW SHADE.

WITNESS

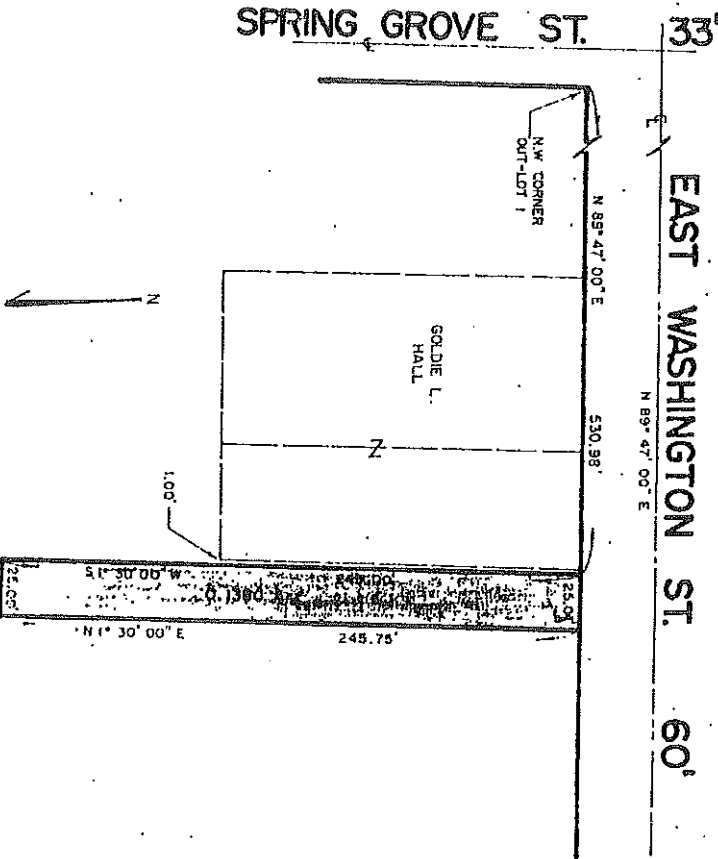
ANTHONY PILLA BISHOP
ROMAN CATHOLIC
DIOCESE OF CLEVELAND

COUNTY OF CLEVELAND, OHIO, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE SIGNED ANTHONY PILLA BISHOP, ROMAN CATHOLIC DIOCESE OF CLEVELAND, WHO ACKNOWLEDGES THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL AT CLEVELAND, OHIO, THIS 24TH DAY OF 1987.

NOTARY PUBLIC

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND SHOWN ON THIS PLAT, THAT THE PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, THE SURVEY BALANCES AND CLOSES, THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT, AND THAT THE MONUMENTS SHOWN THEREON EXIST OR SHALL BE SET AS SHOWN.

THOMAS A. CUMMINGS
REG. OHIO SURVEYOR NO. 5274



T

H

R

R

R

Kathy Patton

From: Dennis Hanwell
Sent: Friday, September 20, 2019 11:47 AM
To: Patrick Patton; Coyne, John
Cc: Greg Huber; Kathy Patton; Jim Shields (shieldsj@medinabees.org)
Subject: RE: Vacating city right of way from church property

Jim is familiar with this previous restriction as well.

From: Patrick Patton
Sent: Friday, September 20, 2019 11:43 AM
To: Coyne, John <jcoyne@ralaw.com>
Cc: Greg Huber <ghuber@medinaoh.org>; Kathy Patton <kpatton@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>
Subject: RE: Vacating city right of way from church property

First, for some reason, the original N-S right of way was dedicated in 1983 and was approximately 330 feet east of Spring Grove. In 1987 this right of way was moved to its present location, approximately 530 feet east of Spring Grove. We looked at the Council minutes from the original dedication (attached), unfortunately they don't go into detail as to why this was being done.

Based on our conversations with Fr. Tony from St. Francis, it is my understanding that back in the day, the State of Ohio would not permit state funds for special educational services, equipment, personnel, etc., to be spent on private school property. St. Francis had a mobile home/trailer type unit next to their school building that was used for special education; in order to comply with the state mandate that the mobile home/trailer was not on school property, and thus be able to use state funds, the land was dedicated as public right of way.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721
Email: ppatton@medinaoh.org
Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



Kathy Patton

From: Patrick Patton
Sent: Thursday, October 17, 2019 12:01 PM
To: Kelly Spring
Cc: Tony Sejba; Greg Huber; Kathy Patton
Subject: RE: Vacating city right of way from church property

Kelly-

I wanted to let you know that this past Tuesday the City of Medina's Finance Committee approved your request for the City to vacate the right of way that abuts the St. Francis property as it extends south from SR 18. The final step in this process will be securing Council approval of the vacation.

As mentioned previously, the City does not routinely complete right of way vacations, so this is not a process we are very familiar with. As such, please be advised that our City Law Department is currently researching the applicable laws and regulations of the State of Ohio to determine if any further steps are required, or if any other issues that need to be resolved before this process can be completed.

Upon completion of our Law Department's review, we will notify you if any other issues remain. Once all outstanding issues are resolved (if any), you will be required to engage a registered, professional surveyor to prepare and submit a vacation plat. Once the plat is completed and submitted to us, we will forward it to City Council for final approval.

Please let me know if you have any questions, thank you.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721
Email: ppatton@medinaoh.org
Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



From: Patrick Patton
Sent: Wednesday, September 18, 2019 6:16 PM
To: 'Kelly Spring' <kspring@dioceseofcleveland.org>

Email: ppatton@medinaoh.org

Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



From: Kelly Spring [<mailto:kspring@dioceseofcleveland.org>]
Sent: Friday, September 20, 2019 9:35 AM
To: Patrick Patton <ppatton@medinaoh.org>
Cc: Tony Sejba <tsejba@sfxmedina.org>
Subject: RE: Vacating city right of way from church property

Thank you, Pat. We will prepare a letter.

Kelly

Kelly Spring
Associate General Counsel
Diocese of Cleveland
1404 East Ninth Street – Suite 701
Cleveland, Ohio 44114
Phone: 216-696-6525 Ext. 4380
Email: kspring@dioceseofcleveland.org

From: Patrick Patton [<mailto:ppatton@medinaoh.org>]
Sent: Wednesday, September 18, 2019 6:16 PM
To: Kelly Spring
Cc: Tony Sejba
Subject: RE: Vacating city right of way from church property

This e-mail originated outside of the Catholic Diocese of Cleveland. Please help keep our organization and partners safe. Think before you click.
Hello Kelly-

The strip of land is a dedicated public right of way. In order for the City to 'give it up', our Council would have to approve vacating the land. This will require preparation of what is known as a vacation plat which our Council would have to approve.

While approval of the vacation plat would mean the land is no longer City right of way, to be honest I am not clear what the procedure would be to transfer the property to you. Our Law Director will have to guide us on that.

In order to get the process started, I would suggest that you submit a letter of request to our City Council, c/o John Coyne, the Council President (and please copy Mayor Hanwell and I on it if you would). The letter can be very simple, outlining the request and including the reasons why the diocese would like to acquire this property now.

The letter of request will get the process started. Please be advised, it may take a bit of time to work its way through the Council process. First, we don't do this very often (the last right of way vacation I could find on record was in 1999), so we will have to do some research as to the proper procedures. Second, as mentioned, our Law Department will have to review this in order to advise us on how the vacated land is transferred. Third, at some point a vacation plat will have to be prepared by a registered professional engineer, and this will take a little while. I know Cunningham & Associates here in Medina has worked on various projects at St. Francis over the years, so they may be a logical firm to do this work, but to be honest, I don't know who (the City or the Diocese) would be responsible for paying them for the work; another question to be answered.

In any event, my recommendation to get the ball rolling is for the Diocese and/or St. Francis to submit the letter of request.

Hope this helps, let me know if you need anything else.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721
Email: ppatton@medinaoh.org
Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



From: Kelly Spring [<mailto:kspring@dioceseofcleveland.org>]
Sent: Wednesday, September 18, 2019 8:25 AM
To: Patrick Patton <ppatton@medinaoh.org>
Cc: Tony Sejba <tsejba@sfxmedina.org>
Subject: RE: Vacating city right of way from church property

Hi Pat,

We are interested in moving forward with reclaiming the land that was dedicated to the City in 1983. Please let me know what you will need from the Diocese/Parish to move forward.

Thanks,
Kelly

Kelly Spring
Associate General Counsel

Diocese of Cleveland
1404 East Ninth Street – Suite 701
Cleveland, Ohio 44114
Phone: 216-696-6525 Ext. 4380
Email: kspring@dioceseofcleveland.org

From: Patrick Patton [<mailto:ppatton@medinaoh.org>]
Sent: Friday, May 24, 2019 4:45 PM
To: Kelly Spring
Subject: RE: Vacating city right of way from church property

This e-mail originated outside of the Catholic Diocese of Cleveland. Please help keep our organization and partners safe. Think before you click.

Hello-

The Diocese originally granted a strip of land to the City via a dedication plat in 1983 (See City Ord 143-83, attached). In 1987, the land dedicated in 1983 was vacated by the City, and a new strip of land was simultaneously dedicated to the City (see Ord 138-87). Basically, in 1987 (for whatever reason), the dedicated land was moved approximately 207 feet east.

The last attachment is the plat dedicating the land to the City from the Diocese.

Hope this helps, let me know if you have any other questions, thanks.

Patrick Patton, PE
City Engineer
City of Medina, Ohio

Phone: (330) 721-4721
Email: ppatton@medinaoh.org
Website: www.medinaoh.org

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



From: Kelly Spring [<mailto:kspring@dioceseofcleveland.org>]
Sent: Friday, May 24, 2019 3:10 PM
To: Patrick Patton <ppatton@medinaoh.org>
Subject: RE: Vacating city right of way from church property

Good afternoon Pat,

I am just following up on this property below. I believe it is the section cut out of parcel 028-19B-21-290 (picture attached). Do you have any documentation regarding the transfer to the City of Medina? Please let me know if you need any additional information.

Thank you,
Kelly

Kelly Spring
Associate General Counsel
Diocese of Cleveland
1404 East Ninth Street – Suite 701
Cleveland, Ohio 44114
Phone: 216-696-6525 Ext. 4380
Email: kspring@dioceseofcleveland.org

From: Kelly Spring
Sent: Thursday, April 18, 2019 9:38 AM
To: 'ppatton@medinaoh.org'
Subject: FW: Vacating city right of way from church property

Good morning Mr. Patton,

Regarding the matter discussed below, do you have a copy of the documentation for the transfer of the parcel to the City of Medina? If so, would you please forward me a copy of that information.

Thank you,
Kelly

Kelly Spring
Associate General Counsel
Diocese of Cleveland
1404 East Ninth Street – Suite 701
Cleveland, Ohio 44114
Phone: 216-696-6525 Ext. 4380
Email: kspring@dioceseofcleveland.org

From: Dennis Hanwell [<mailto:dhanwell@medinaoh.org>]
Sent: Thursday, March 28, 2019 4:33 PM
To: Tony Sejba
Cc: Anthony F. Sejba; Patrick Patton; Greg Huber (gghuber@gambit.net); Greg Huber; Kelly Spring
Subject: RE: Vacating city right of way from church property

This e-mail originated outside of the Catholic Diocese of Cleveland. Please help keep our organization and partners safe. Think before you click.
You as well sir.

From: Tony Sejba [<mailto:tsejba@sfxmedina.org>]
Sent: Thursday, March 28, 2019 4:25 PM
To: Dennis Hanwell <dhanwell@medinaoh.org>
Cc: Anthony F. Sejba <TSejba@stfrancisxavier.info>; Patrick Patton <ppatton@medinaoh.org>; Greg Huber (gghuber@gambit.net) <gghuber@gambit.net>; Greg Huber <gghuber@medinaoh.org>; Kelly Spring <kspring@dioceseofcleveland.org>
Subject: Re: Vacating city right of way from church property

Dennis,
Thank you very much!
I have copied Kelly Spring on this. She represents the diocese.
Have a good evening.
Fr. Tony

Sent from my iPad

On Mar 28, 2019, at 4:18 PM, Dennis Hanwell <dhanwell@medinaoh.org> wrote:

Father.

Good to talk with you today, sir. I spoke with Pat Patton and he has been looking at this already. As such, may be best to have the Diocese attorneys contact Pat directly. His email is cc and his direct phone line is 330-721-4721. He said it would be a twostep process: 1) vacating ROW and 2) transfer of land back to church. The area would likely have to be surveyed so I presume the church would be ok with paying for same? Pat will work with our Law Director to make sure we handle legally correct to make the transfer happen.

Thanks sir

Dennis

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EXHIBIT A
ORD 138-87

ACCEPTANCE OF VACATION:

KNOW ALL MEN BY THESE PRESENTS THAT I ANTHONY PILLA BISHOP, ROMAN CATHOLIC DIOCESE OF CLEVELAND, OHIO FOR ST FRANCIS XAVIER CATHOLIC CHURCH OF MEDINA, OWNER OF THE LANDS ADJUTING THE DEDICATED RIGHT-OF-WAY SHOWN AND DO HEREBY CONSENT AND AGREE TO THE VACATION OF SAID RIGHT-OF-WAY AS SHOWN SHADED IN YELLOW BY THE COUNCIL OF THE CITY OF MEDINA, OHIO.

ANTHONY PILLA, BISHOP
ROMAN CATHOLIC DIOCESE
OF CLEVELAND

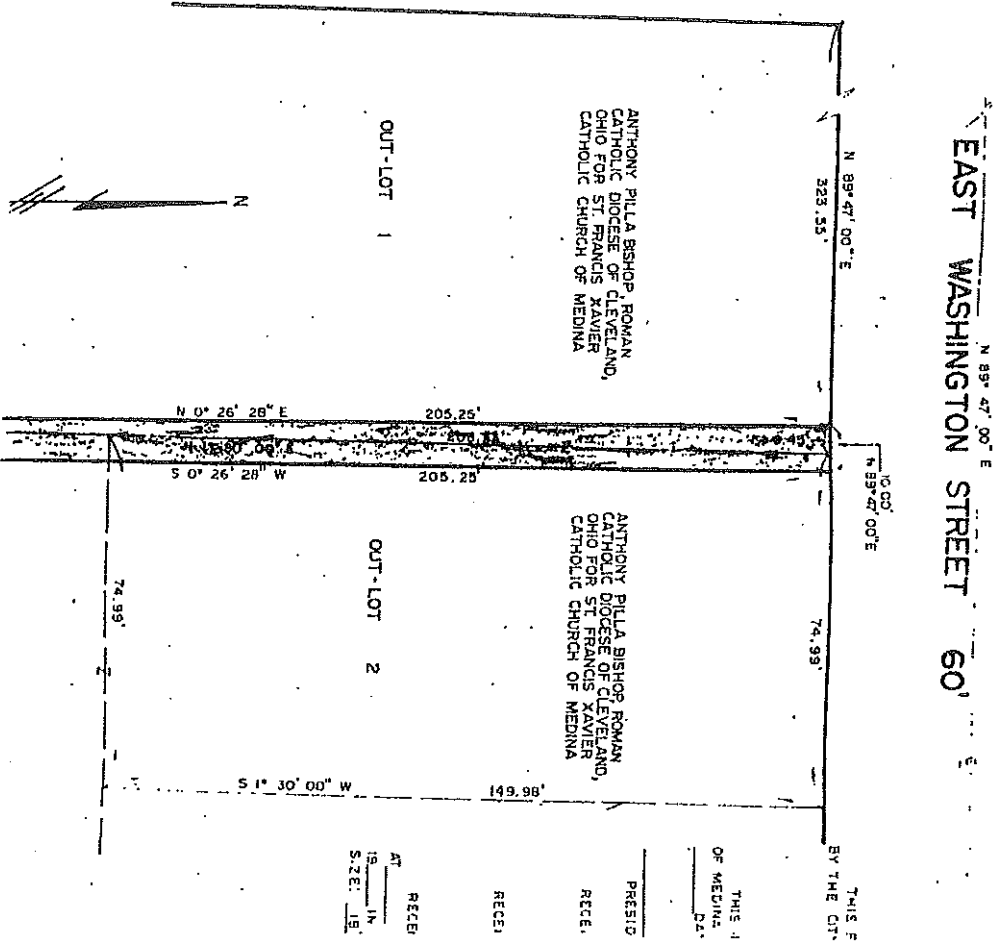
WITNESS

COUNTY OF MEDINA SS
STATE OF OHIO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE SIGNED ANTHONY PILLA BISHOP ROMAN CATHOLIC DIOCESE OF CLEVELAND, OHIO FOR ST FRANCIS XAVIER CATHOLIC CHURCH OF MEDINA, WHO ACKNOWLEDGES THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS OWN FREE ACT AND DEED AND IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT MEDINA, OHIO THIS 19th DAY OF _____, 19__.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

SPRING GROVE STREET 33'



THIS IS BY THE CITY

THIS IS OF MEDINA, OHIO

REC'D

REC'D

RECEIVED AT _____ IN _____ SIZE: 1B

RCA 23-113-5/22

Finance Only

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

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

Date: 5/16/2023

Department: Engineering

Amount: \$25,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 108-0610-54411 ✓

Vendor: Wheeling & Lake Erie Railway ✓

Department Head/Authorized Signature: _____

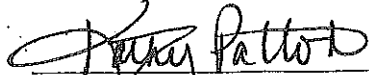
#1930

Item/Description:

Increase PO #2023-0930 by \$25,000 to a total of \$34,450 for additional rail flagging for the
W. Smith Road water line installation beneath the railroad.

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

Date Approved/Denied by Finance Committee: 5/22/23 JS/DS TD


Clerk of council

Date to Finance: 5-23-23

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

OK
De Hammett
5-16-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-114-5/22
Finance ~~Only~~ Only

FROM: Nino Piccoli Service Director

DATE: May 16, 2023

SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase an existing Purchase Order for Rocco Masonry. The original Purchase Order was approved by the Board of Control on January 9, 2023 for \$15,000.00. We are requesting to increase PO#2023-840 to \$35,000.00. We have identified several more drive aprons that have Storm sewer structures that have resulted in the abutting concrete to fail.

Suggested Funding: \$10,000 – new total \$35,000

- Sufficient funds in Account No. 108--0610-54414
- 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: 5/22/23 JS/DS 7-0

Ord./Res.
Date:

Finance
Only
5-23-23
Kathy Patton

REQUEST FOR COUNCIL ACTION

From: Bill Lamb, Council At-Large

No. RCA 23-115-6/12

Date: May 22, 2023

Committee: Finance

Subject: Medina Meow Fix – Additional Funding Request

Summary and background:

Requesting Council provide \$10,000 to the 501c3 Medina Meow Fix.

Estimated Cost: \$10,000

Suggested Funding:

Sufficient Funds in Account: TBD

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ___ No X

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 23-116-6/12

FROM: Jarrod Fry, General Manager MedinaTV

Committee: Finance

DATE: May 31, 2023

SUBJECT: 2023 Broadcasting and Web streaming head end video bids

SUMMARY AND BACKGROUND:

I hereby respectfully request council's consideration to advertise and bid for the following:

Quantity of 1 and could require multiple pieces of equipment.

Broadcast video server with SDI capability. Ability to have other playback options and multiple outputs. Raid storage capability up to 11TB. Also cloud based storage to continue to hold videos of MedinaTV.

Equipment capable of providing graphic or bulletin board information. Ability to broadcast news feeds and weather reports.

Streaming capability of MedinaTV government channel on city website. Archiving capability to be able to watch rebroadcasts of livestreamed events.

Ability to push livestreams to other social media, Facebook, YouTube, etc. Ability to create OTT app specific to MedinaTV on venues such as Roku, AppleTV, and others.

Cloud based access to control programming and streaming of programming and bulletin boards, graphics, and emergency alerts. Closed captioning ability needed.

Warranties and maintenance care costs to be included, as well as ongoing contractual services.

This will be purchased using carry forward funds.

Estimated Cost:\$70,000

Suggested Funding:

- Sufficient funds in Account No. 170-0730-53315
- 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:

OK
J. Hamell
6-2-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-117-6/12

FROM: Jansen Wehrley *JW*
DATE: June 2, 2023
SUBJECT: Pickleball Courts- ARPA Funds

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully requesting Council authorization to issue a purchase order to the Medina City Schools for our 50% share of the Pickleball Court construction at A.I. Root Middle School.

This project involves demo of two existing tennis courts and building six new Pickleball Courts for use by the Public. The Public Properties Committee selected this project on 10/12/22 and the Finance Committee voted to move forward on 10/24/22. Unknown soil conditions have been addressed and the contract amount has been adjusted as of 5/26/23.

Total contract sum with Medina City Schools: \$237,783.00
50% City share: \$118,891.50

- Estimated Cost: \$120,000.00**
Suggested Funding: 171 TBD. ARPA Funds
- sufficient funds in Account No.
 - transfer needed from Account No. _____ to Account No. _____
 - NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason: To pay Medina City Schools for our share as soon as possible. Construction is in process.

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 22-231-10/11
Committee: Public Properties
10/24/22
Finance
10/24

FROM: Jansen Wehrley *JSW*
DATE: October 4, 2022
SUBJECT: Pickleball Courts- Discuss options

SUMMARY AND BACKGROUND:

Respectfully requesting Council to review and discuss options for pickleball court construction. Over the last year we have looked at three options to construct designated pickleball courts in the City of Medina. Our Legal Counsel and City Council has authorized the use of ARPA funds to construct these courts.

Option 1- Convert one tennis court to two permanent pickleball courts at Ken Cleveland Park. Patch cracks, install acrylic resurfacer, install nets, install divider fence, and line.
~\$38,000.00

Option 2- Install four brand new courts at Ray Mellert Park
~\$166,000.00

Option 3- Collaborate with Medina City Schools 50/50 and demo two existing tennis courts to install six new pickleball courts at A.I. Root Middle School adjacent from Fred Greenwood Park. *Jim - need to do something w/ these anyway*
~\$194,000.00 *Facility Committee is interested.*

****Quotes are from Vasco Sports Contractors through the National Cooperative Purchasing Alliance.** *Jim - 10/24/22 Jansen explained the options*
Jansen - get updated quote 50/50 split w/schools

Estimated Cost: Approximately \$100,000.00 - \$200,000.00 depending on option and updated quotes.

Suggested Funding: ARPA Funds *Approved*

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

DS/BL *move fwd w/option #3*

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *10-12-22 DS/BL - Option 3*
10-24-22 DS/PR Option 3 - 3-0 4-0

Ord./Res. Date:

No legislation at this time
File

MEDINA CITY SCHOOLS DISTRICT
 TREASURER'S OFFICE
 739 WEYMOUTH RD.
 MEDINA, OHIO 44256
 PHONE: 330-636-3058

PURCHASE ORDER NO. 2302323

PAGE NO. 1

THEN & NOW CERTIFICATE _____
 FUNDS WERE AVAILABLE THEN & NOW.

V
E
N
D
O
R

97607 FAX: 330-832-4471
 VASCO ASPHALT COMPANY
 4270 STERILITE STREET SE
 MASSILLON OH 44646

PDF

Copy

BUSINESS DEPARTMENT
 MEDINA CITY SCHOOLS
 P 739 WEYMOUTH RD
 MEDINA, OH 44256

T
O
ATTN: OCULL

ORDER DATE: 02/21/23	BUYER: CREWJ	REQ. NO.: R232535	REQ. DATE:
----------------------	--------------	-------------------	------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	0	PICKLEBALL COURT CONSTRUCTION PROJECT SIX COURT AREA / AI ROOT MIDDLE SCHOOL NCPA CONTRACT NO. 08-07 REGION 14 ESC SHARED COST WITH CITY 50%	193783.0000	193,783.00

*App #1 → 5/31/23 \$51,745.00
 (City share 50% = \$25,872.50)*

Balance of App #1 (\$44,000.00 for change order 15 with PO 2302918)

ITEM	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	193,783.00
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				TOTAL \$	193,783.00
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IT IS HEREBY CERTIFIED THAT THE AMOUNT REQUIRED TO MEET THE CONTRACT, AGREEMENT, OBLIGATION, PAYMENT OR EXPENDITURE, HAS BEEN LAWFULLY APPROPRIATED OR AUTHORIZED OR DIRECTED FOR SUCH PURPOSE AND IS IN THE TREASURY OR IN PROCESS OF COLLECTION TO THE CREDIT OF THE FUND FREE FROM ANY OBLIGATION NOW OUTSTANDING.
 PO # MUST Appear on Invoices, Packages, & Packing Slips. Payment Authorized Only After Receipt of Entire Order.

PDF Copy

APPROVED BY _____

D. Chambers
 TREASURER

50% City Share
071-690 = I



PROPOSAL SUBMITTED TO:
RYAN O' CULL
DIRECTOR OF BUSINESS AFFAIRS
MEDINA CITY SCHOOLS
739 WEYMOUTH ROAD.
MEDINA, OHIO 44256

LOCATION: November 16, 2022
SIX PICKLEBALL COURT CONSTRUCTION
AI ROOT MIDDLE SCHOOL
333 W STURBRIDGE DR.
MEDINA, OHIO 44256

PHONE: _____ Email: ocull@mednabees.org

Is job located within the city limits? no yes

PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$193,783.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Matt Wilson

SPECIFICATIONS:

PICKLEBALL COURT CONSTRUCTION
120' x 120'
NCPA Contract Number - 08-07 Region 14 ESC

1. Gain access to existing tennis courts by removing a portion of fencing.
2. Demo existing tennis equipment and footers.
3. Sawcut along fence line and remove existing asphalt down to base
4. Regrade existing base with existing material (Assume adequate base in place)
5. Provide and install 6" drainage on south and east side of courts.
6. Pave 2.5" of Binder Course Hot Mix Asphalt
7. Pave 1.5" of Wearing Course Virgin Hot Mix Asphalt
8. Install new 5' divider fence between north and south courts.
9. Furnish & install new net posts, net anchor and net.
10. Regrade disturbed areas, (Seeding and straw by owner)
11. Install Plexipave (4) coat acrylic system over entire court.
12. Stripe six pickleball courts.

Stabilize Subgrade - Budget \$15-\$20/SY

EXCLUSION: Soil Conditions Testing, Seeding, Water Calculations, Permitting, & Density Testing

Work performed in addition to the specifications listed above require additional charges.
Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

11.23.22
DATE OF ACCEPTANCE

J. M. Chambers
AUTHORIZED SIGNATURE

4270 Sterillite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 •

www.thevascogroup.com



Change Order #1

Sports Contractors

PROPOSAL SUBMITTED TO:
RYAN O'CULL
MEDINA CITY SCHOOL DISTRICT

LOCATION: 18:43
Al Root MS Pickleball

PHONE: (330)353-0790 FAX:

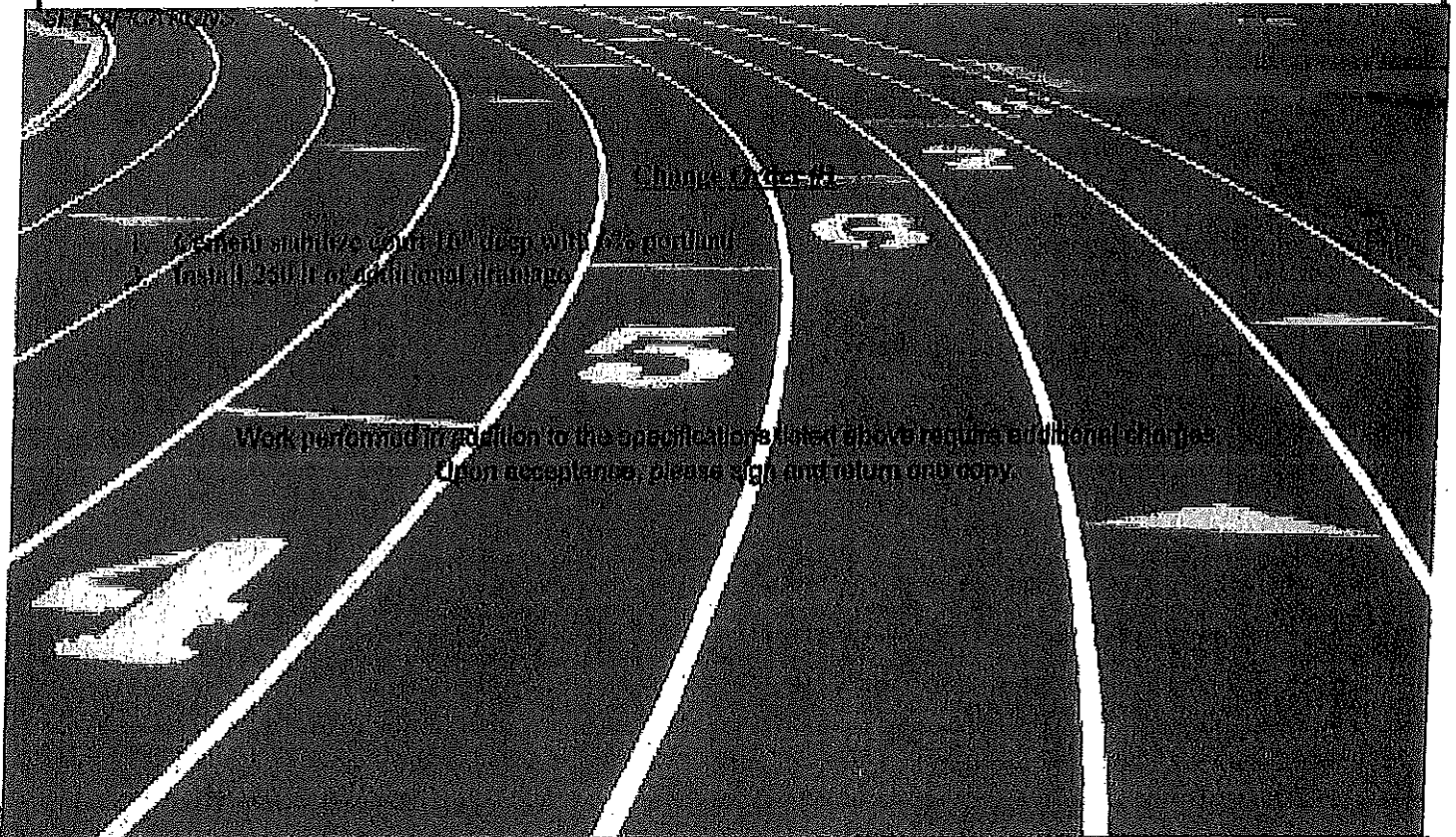
Is job located within the city limits? no yes

PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$44,000.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Glen Maurer



ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

DATE OF ACCEPTANCE

AUTHORIZED SIGNATURE

MEDINA CITY SCHOOLS DISTRICT
 TREASURER'S OFFICE
 739 WEYMOUTH RD.
 MEDINA, OHIO 44256
 PHONE: 330-636-3058

PURCHASE ORDER NO. 2302918

PAGE NO. 1

THEN & NOW CERTIFICATE _____
 FUNDS WERE AVAILABLE THEN & NOW.

VENDOR

97607 FAX: 330-832-4471
 VASCO ASPHALT COMPANY
 4270 STERILITE STREET SE
 MASSILLON OH 44646

PDF

Copy

BUSINESS DEPARTMENT
 MEDINA CITY SCHOOLS
 P 739 WEYMOUTH RD
 MEDINA, OH 44256

TO
 ATTN: OCULL

ORDER DATE: 05/19/23 BUYER: CREWJ REQ. NO.: R233243 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		CHANGE ORDER #1 A.I. ROOT PICKLEBALL COURTS CEMENT STABILIZER & ADDITIONAL DRAINAGE SHARED COST WITH THE CITY 50%	44000.0000	44,000.00

App #1 → 5/31/23 \$ 44,000.00 ↓ Close
 'Change Order'
 (City share 50% = \$22,000.00)
 (Balance of App #1 \$51,745.00 is with PO 2302323)

PAGE TOTAL \$ 44,000.00
 TOTAL \$ 44,000.00

ITEM ACCOUNT AMOUNT PROJECT CODE

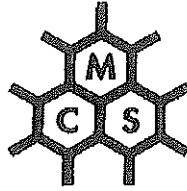
01 0719013270000084 690 44,000.00

IT IS HEREBY CERTIFIED THAT THE AMOUNT REQUIRED TO MEET THE CONTRACT, AGREEMENT, OBLIGATION, PAYMENT OR EXPENDITURE, HAS BEEN LAWFULLY APPROPRIATED OR AUTHORIZED OR DIRECTED FOR SUCH PURPOSE AND IS IN THE TREASURY OR IN PROCESS OF COLLECTION TO THE CREDIT OF THE FUND FREE FROM ANY OBLIGATION NOW OUTSTANDING. PO # MUST Appear on Invoices, Packages, & Packing Slips. Payment Authorized Only After Receipt of Entire Order.

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APPROVED BY

D. Chambers
 TREASURER



This is a header that will print at the top of any agenda item.

Agenda Item Details

Meeting	Nov 21, 2022 - Regular Board Meeting; Medina High School - Professional Development Center; 6:00 P.M.
Category	I. Action Items - Superintendent
Subject	4. Service Agreement - Pickleball Court Construction
Type	Action (Consent)
Recommended Action	It is recommended that the Board of Education approve the proposal from Vasco Sports Contractors for pickleball court construction at A.I. Root Middle School in the amount of \$193,783.00. This project is a 50/50 shared cost with the City of Medina, NCPA Contract Number – 08-07 Region 14 ESC.

Vasco, pickleball courts.pdf (518 KB)

This is text that will print as a footer at the bottom of each printed agenda item.

REQUEST FOR COUNCIL ACTION

No. RCA 23-118 -6/12
Committee: Finance

FROM: Sgt. Darin Zaremba
DATE: June 6, 2023
SUBJECT: Donate PC's to Medina City Schools

SUMMARY AND BACKGROUND:

Request authorization to donate (8) eight used Dell Optiplex PC's to the Medina City Schools.

See list of equipment attached.

- 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:

Make	Model	Serial #
Dell	Optiplex 7050	3M4V8N2
Dell	Optiplex 7050	3M1X8N2
Dell	Optiplex 7050	3M1Z8N2
Dell	Optiplex 7050	3M4T8N2
Dell	Optiplex 7050	3M1V8N2
Dell	Optiplex 7040	8FYNHN2
Dell	Optiplex 7040	8FZLHH2

OK [Signature] Harrell 6-6-2023 RCA 23-119-6/12

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 6/6/2023

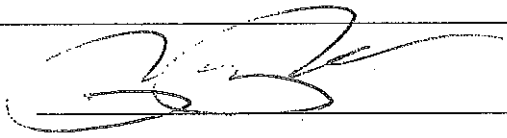
Department: _____

Amount: \$30,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 108-0610-54411

Vendor: Intertek PSI

Department Head/Authorized Signature: 

Item/Description:

Concrete and Soils testing for West Smith Phase 4 Reconstruction

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

*OK
25
6/6/2023*

REQUEST FOR COUNCIL ACTION

No. RCA 23-120-6/12
Committee Finance

FROM: Kimberly Marshall

DATE: June 6, 2023

SUBJECT: Amendment to JEDD Contract – South Town, LLC

SUMMARY AND BACKGROUND:

South Town Center, LLC located at 5827 Wooster Pike Rd, Medina, OH 44256, Parcel number 030-11A-01-010 would like to join the JEDD as it is not currently located in the Amended JEDD Districts. They have completed the petition form accordingly.

The City, Township and the Developer desire to facilitate the addition of the Property to the Amended JEDD Districts, thereby updating and amending the territorial boundaries of the District.

This request is to Amend the JEDD Contract by bringing this parcel into the District.

A copy of this amendment has been provided to Mr. Huber and is subject to his review and approval.

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:

OK
D. Howell
6-6-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-121-6/12
Committee: Finance

FROM: Jansen Wehrley/Pat Patton
DATE: June 6, 2023
SUBJECT: Bids- Job #1098: Rocky River Stabilization at Huffman Cunningham Park- ARPA Funds

SUMMARY AND BACKGROUND:

Respectfully requesting Council authorization to advertise, bid and award the Rocky River Stabilization at Huffman Cunningham Park. This project will address erosion of approximately 315' linear feet of riverbank adjacent to the athletic fields at Huffman Cunningham Park.

Ordinance 9-23 authorized Envirosience, Inc. to perform the site investigation, design, permitting, and construction oversite for the project. The design plans are at 60% completion and a permit application has been submitted to the US Army Corps of Engineers (USACE) for a Nationwide Permit #13 for Bank Stabilization.

The construction budget for this project is \$200,000.00. The detailed cost estimate is attached.

Estimated Cost: \$ 200,000.00

Suggested Funding: 171-0301-54411

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

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

ENGINEER'S OPINION OF PROBABLE COST

CLIENT: City of Medina

PROJECT: Medina Rocky River at Huffman Park

DATE: 6/5/2023



60% FINAL

ITEM	SPEC	DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL UNIT PRICE	TOTAL BID FOR ITEM
BASE BID						
1	103.05	Contract Performance Bond	1	LS	\$ 3,000.00	\$ 3,000.00
2	201	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
3	202	Structures Removed - Pipes, Drains Removed/Adjusted	1	LS	\$ 2,000.00	\$ 2,000.00
4	202	Structures Removed - Concrete Headwalls Removed	1	LS	\$ 5,000.00	\$ 5,000.00
5	203	Excavation Including Embankment Construction	867	CY	\$ 12.00	\$ 10,398.00
6	601	ODOT Type C Rock Channel Protection, w/ Type B Filter	7	CY	\$ 125.00	\$ 875.00
	SPEC/601	Boulders - Furnished and Placed, As Per Plan				
7		ODOT Type A	46	CY	\$ 200.00	\$ 9,200.00
8		ODOT Type B	185	CY	\$ 180.00	\$ 33,300.00
9		ODOT Type C	140	CY	\$ 160.00	\$ 22,400.00
10	SPEC	Gravel/Cobble - Furnished and Placed, As Per Plan	21	CY	\$ 145.00	\$ 3,045.00
11	SPEC	Bank Run (Sand/Gravel) - Furnished and Placed, As Per Plan	21	CY	\$ 110.00	\$ 2,310.00
12	619	Staging Area/Access (Field Office)	1	LS	\$ 5,000.00	\$ 5,000.00
13	623	Construction Layout Stakes	1	LS	\$ 5,000.00	\$ 5,000.00
14	624	Mobilization	1	LS	\$ 12,500.00	\$ 12,500.00
15	651	Topsoil Stockpiled	50	CY	\$ 8.00	\$ 400.00
16	652	Placing Stockpiled Topsoil	50	CY	\$ 10.00	\$ 500.00
17	659	Seeding and Mulching	628	SY	\$ 2.00	\$ 1,256.00
18	SPEC	Temporary Soil Erosion and Sediment Control	1	LS	\$ 5,000.00	\$ 5,000.00
19	SPEC	Erosion Control Blanket for General Purpose - Straw Fabric, As Per Plan	145	SY	\$ 4.00	\$ 580.00
20	SPEC	As-Built Survey & Plan Markup	1	LS	\$ 5,000.00	\$ 5,000.00
BASE BID CONSTRUCTION SUB-TOTAL						\$ 131,764.00
CONTINGENCIES				20%		\$ 26,363.00
BASE BID CONSTRUCTION TOTAL						\$ 158,117.00
ADD A - NATIVE PLANTINGS, BY OTHERS						
21	SPEC	Native Plantings & Permanent Seeding	1	LS	\$ 10,000.00	\$ 10,000.00
ADD A SUB-TOTAL						\$ 10,000.00
CONTINGENCIES				20%		\$ 2,000.00
ADD A - NATIVE PLANTINGS, BY OTHERS TOTAL						\$ 12,000.00
BASE BID + ADD A CONSTRUCTION TOTAL						\$ 170,117.00

SPEC ITEM DESCRIPTIONS

ITEMS 7, 8, 9: SPEC: Boulder Furnished and Placed, As Per Plan, As Directed - See Specifications, Sheet 3, for description of acceptable boulder materials and sizes.

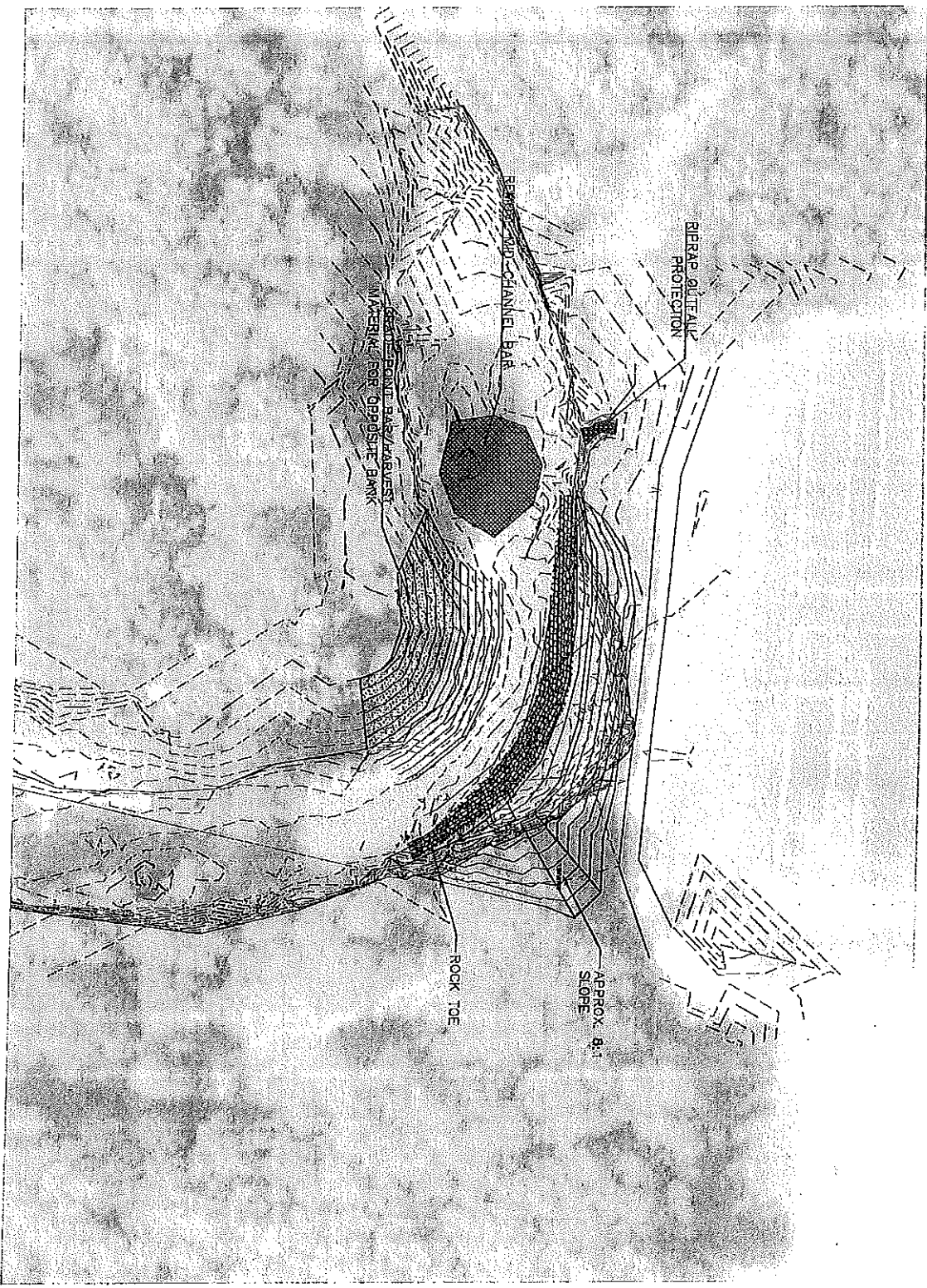
ITEM 10: SPEC: Gravel/Cobble Substrate Furnished and Placed, As Per Plan - See Specifications, Sheet 3, for description of acceptable gravel/cobble materials and gradations.

ITEM 11: SPEC: Bank Run (Sand/Gravel) Substrate Furnished and Placed, As Per Plan - See Specifications, Sheet 3, for description of acceptable bank run materials and gradations.

ITEM 18: SPEC: Temporary Soil Erosion and Sediment Control - Stormwater Pollution Plan, Notes, and Details, Sheets x-x, for Temporary Sediment Control Measures will be provided in next design phase (if deemed necessary).

ITEM 19: SPEC: Erosion Control Blanket for General Purpose - Straw Fabric - As Per Plan: See Sheet 3, Note 5 for description and specifications for acceptable erosion control fabric.

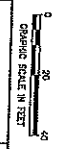
ITEMS 21: SPEC: Native Plantings & Permanent Seeding is to be done by others, and will be a separate contract from Items 1 -20. Includes all permanent plantings and seeding. Planting plans with planting/seeding notes, details, plant species, seed mix composition, and installation locations and rates are provided in the Planting Plan Sheets.



GENERAL NOTES

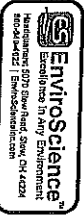


- LEGEND
- P/L _____ PROPERTY LINE
 - S/C --- EX. CONTIGUA
 - PHASE LINE
 - PROP. ROCK BATTERY
 - PROP. BANK STABILIZATION
 - PROP. SPILL AREA
 - PROP. ROCK/PLAN CONCRETE
 - PROP. ASPHTE
 - EX. SHIPLE
 - PROP. BRICK/PART. WALKWAY
 - EX. WOODS AREA
 - EX. FRESH FLOOD HYDRAULIC ADJUSTING



NO.	REVISIONS	DATE

30% DESIGN



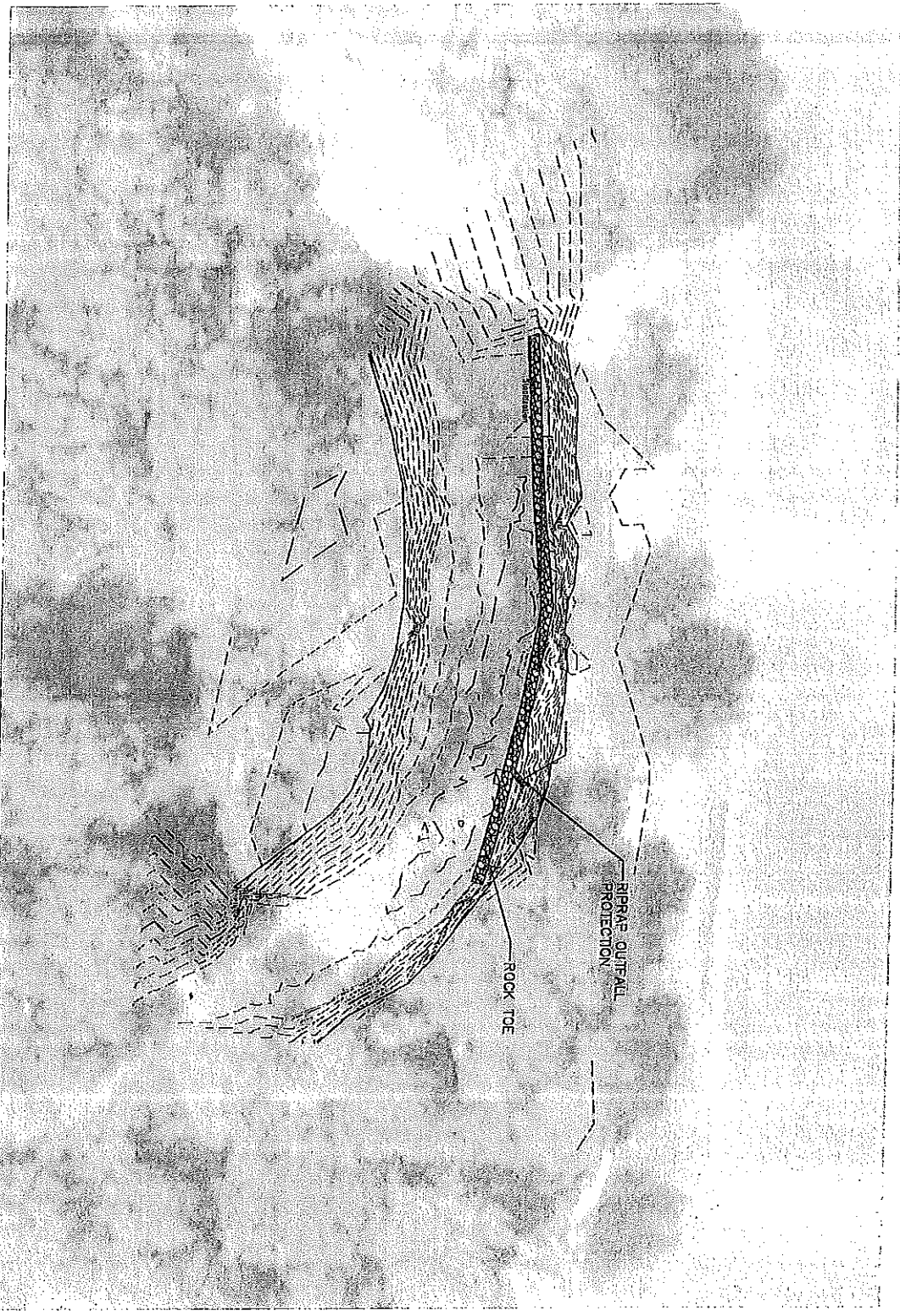
CITY OF MEDINA, OHIO
CUSTOMER ADDRESS

ROCKY RIVER STABILIZATION AT
HILFMAN COUNDRYMAN PARK

UPSTREAM SITE

DESCRIPTION	XX	DATE
CHECKED BY	XX	10/24/12
DATE	10/24/12	
DRAWN BY	XX	

SHEET	SCALE
C-02	1"=50'
XX	XX



RIPRAP OUTFALL PROTECTION

ROCK TOE



GENERAL NOTES

- LEGEND
- 1/4" --- PROPERTY LINE
- EX. CONTROLS
- PHASE LINE
- RIPRAP ROCK VERT
- RIPRAP BANK STABILIZATION
- RIPRAP ROCK AREA
- RIPRAP ROCK PLAN
- RIPRAP BANK
- RIPRAP
- EX. RIPRAP
- RIPRAP BANKWATER WARPEN
- EX. WOODED AREA
- EX. PRAIA FLOOD WARPEN AREA (150'x50')



NO.	REVISION/DATE	DATE

30% DESIGN

EnviroScience
 Environmental in Any Environment
 14000 W. 14th Ave., Suite 100
 Denver, CO 80202 | 303.755.1111

CITY OF MEDINA, OHIO
 DEPARTMENT ADDRESS
 ROCKY RIVER STABILIZATION AT
 HERRMAN DUNNIGHAM PARK

DIMONSTREAM SITE

DESIGNED BY	XX	CHECKED BY	XX	DATE	10/20/2011
SCALE	1"=20'	SCALE	1"=20'	SCALE	1"=20'
SHEET: C-02					
TOTAL SHEETS: XX					

OK by council
RCA
6-7-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-122-6/12

FROM: Mayor Dennis Hanwell

DATE: June 7, 2023

SUBJECT: Courthouse Lease

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council review and approve the attached lease (forthcoming) between the City of Medina and the Board of Medina County Commissioners that would permit the City to renovate and use the 1969 Common Pleas Courthouse for the Medina Municipal Court operations.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

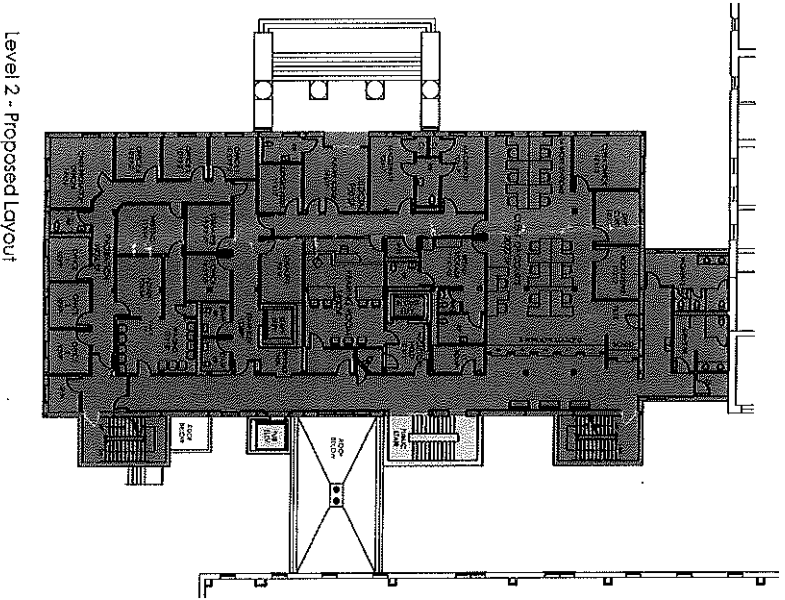
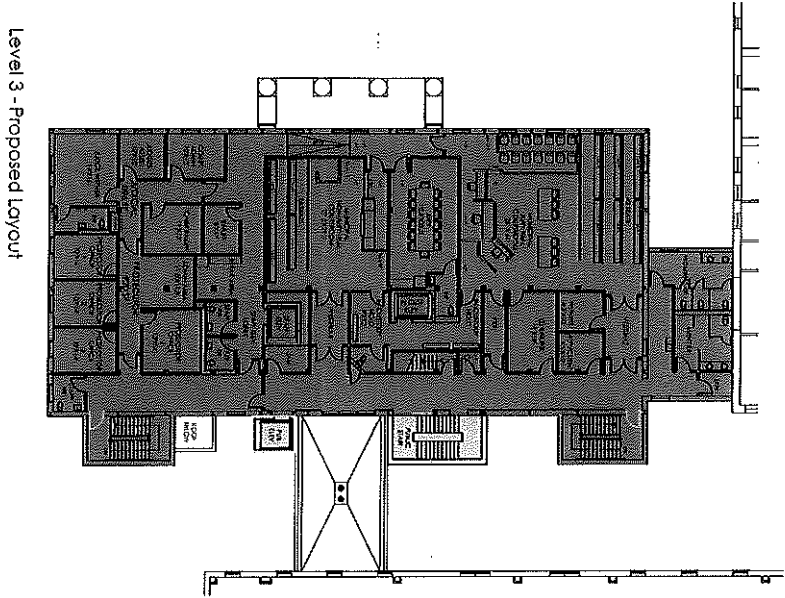
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

EXHIBIT A

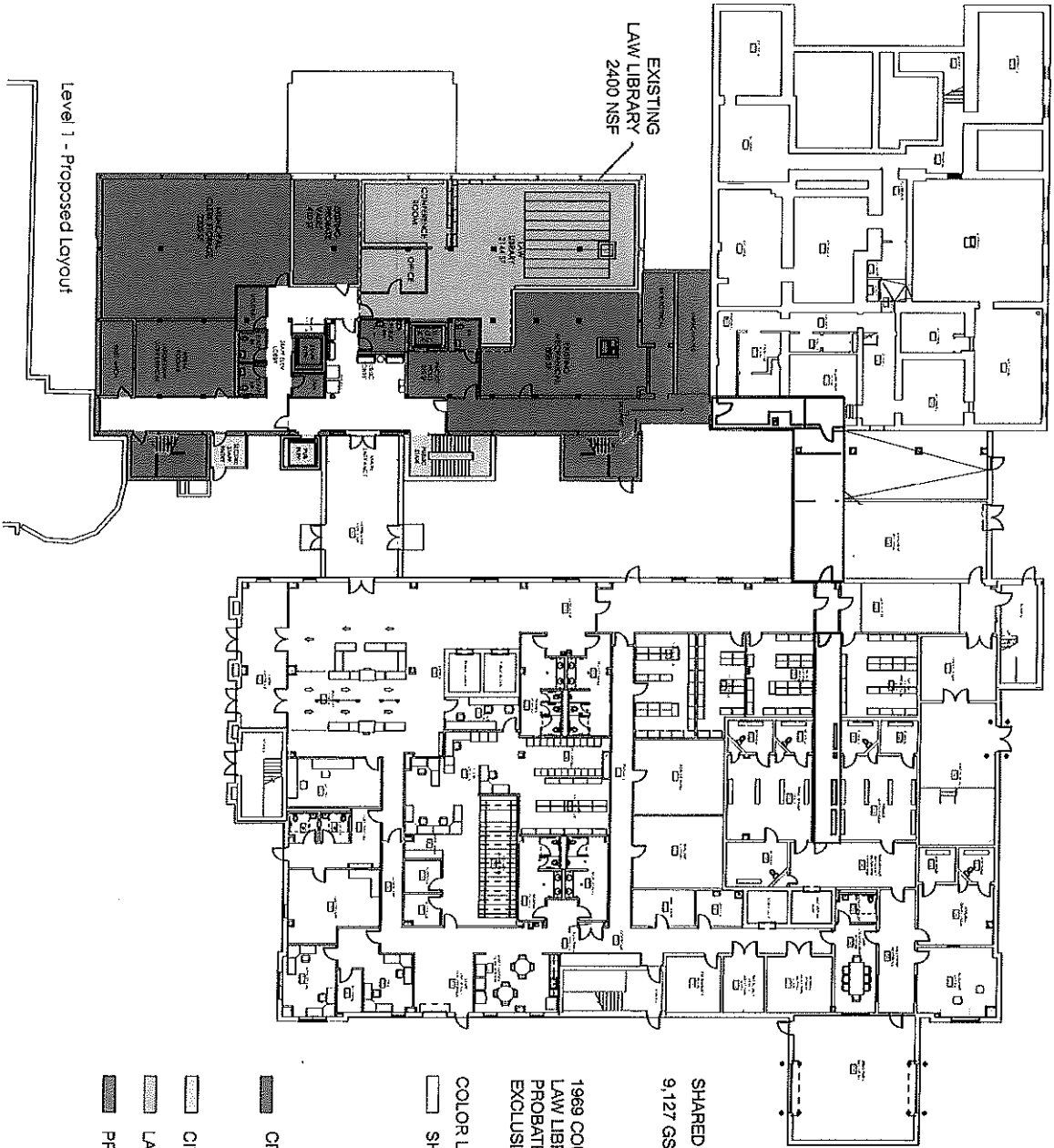


EXISTING 1989 BUILDING GSF:
 FIRST FLOOR 1989: 9,023 GSF
 FIRST FLOOR ANNEX: 639 GSF
 SECOND FLOOR 1989: 9,023 GSF
 SECOND FLOOR ANNEX: 639 GSF
 THIRD FLOOR 1989: 9,023 GSF
 THIRD FLOOR ANNEX: 639 GSF
 PENTHOUSE: 1,790 GSF
 TOTAL: 30,776 GSF

COLOR LEGEND
 CITY USE ONLY
 SECOND FLOOR: 9,662 GSF
 THIRD FLOOR: 9,662 GSF
 PENTHOUSE: 1,790 GSF
 CITY 1989 NEW CONSTRUCTION:
 SECOND FLOOR: 326 GSF
 THIRD FLOOR: 326 GSF



EXHIBIT A & B



Level 1 - Proposed Layout

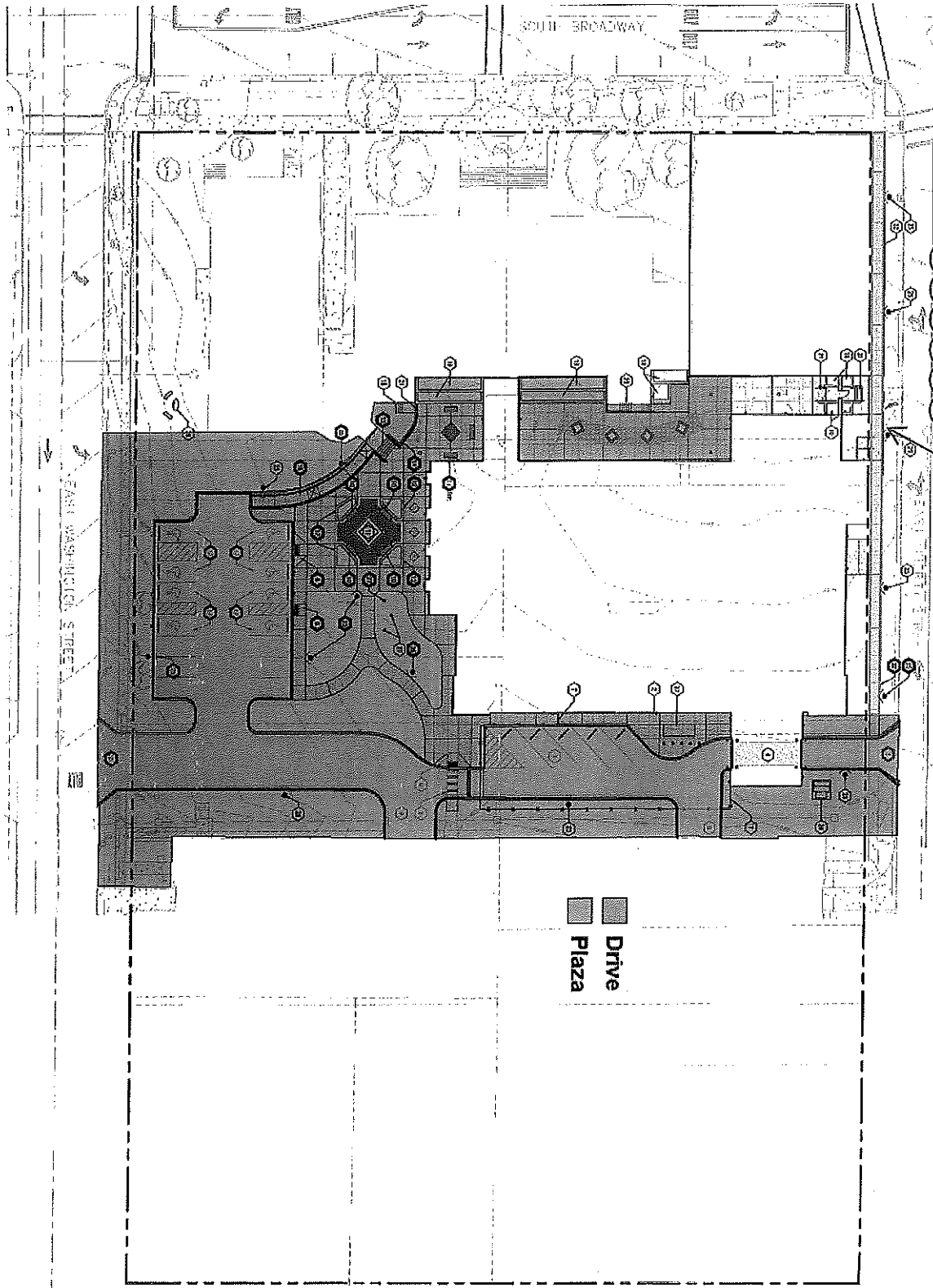
EXISTING 1969 BUILDING GSF:
 FIRST FLOOR 1969: 9,023 GSF
 FIRST FLOOR ANNEX: 639 GSF
 SECOND FLOOR 1969: 9,023 GSF
 SECOND FLOOR ANNEX: 639 GSF
 THIRD FLOOR 1969: 9,023 GSF
 THIRD FLOOR ANNEX: 639 GSF
 PENTHOUSE: 1,790 GSF
 TOTAL: 30,776 GSF

SHARED USAGE CALCULATIONS
 9,127 GSF + 1090 GSF = 10,217 GSF

1969 COURTHOUSE 30,776 GSF
 LAW LIBRARY AREA (2,144 NSF)
 PROBATE VAULT (410 NSF)
 EXCLUSIVE USE 28,222 NSF

- COLOR LEGEND**
- SHARED AREAS
 - PUBLIC ENTRY NEW BLDG: 4,113 GSF
 - SALLYPORT/HOLD AREAS: 4,425 GSF
 - SERVER ROOM: 406 NSF
 - IT DEMARK ROOM: 183 NSF
 - IN-CUSTODY CORRIDOR: 1,090 NSF
- CITY USE ONLY**
- FIRST FLOOR 1969 BUILDING: 7,108 GSF
 - CITY - 1969 NEW CONSTRUCTION: 400 GSF
 - LAW LIBRARY: 2,144 NSF
 - PROBATE VAULT: 410 NSF





New Sidewalk

EXHIBIT C

■ Drive
■ Plaza

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this ____ day of _____ 202__, by and between **THE BOARD OF COUNTY COMMISSIONERS, MEDINA COUNTY, OHIO** (referred to as the "County"), and the **CITY OF MEDINA, OHIO** (referred to as the "City").

RECITALS:

WHEREAS, section 307.09 of the Ohio Revised Code authorizes a board of county commissioners to lease county owned property to a municipal corporation of the State of Ohio for public purposes where such lease is consistent with the needs of the county for public use of the property, upon such terms as the board deems to be in the best interest of the county; and

WHEREAS, the City desires to use a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court, including the Municipal Clerk of Court’s office, and associated operations; and

WHEREAS, the County finds the City’s proposed use of the 1969 Courthouse to be consistent with the needs of the County for the public use of the property, and that it would be in the interest of the County to enter into a long term lease under which the City will renovate the 1969 Courthouse to operate the City’s municipal court and related operations.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PREMISES

1.1 Lease. County hereby leases to City, and City hereby leases from County, upon the terms and conditions hereinafter stated, the specified portions of property defined as the "Premises" in Article 1.2 below.

1.2 Premises. The County Courthouse Complex consists of those buildings and facilities located at 93 public Square (herein referred to as the “1969 Courthouse”), 99 Public Square (herein referred to as the “1841 Courthouse”), and 225 Washington Street (herein referred to as the “2023 Courthouse”), Medina, Ohio. The portion of the county courthouse complex to be leased to the City is comprised of the following (collectively “Premises”):

(a) Areas of Exclusive Use. The City shall have exclusive use of that portion of the 1969 Courthouse, (93 Public Square) shown on **Exhibit A**, containing a total of

28,222 square feet. (The area used by the County Law Library Board to house the Medina County Law Library, called out on Exhibit A as such, shall continue to be used by the Medina County Law Library and is not part of the leased premises.)

(b) Areas of Shared Use. Areas of shared use consist of areas within the 2023 Courthouse and 1841 Courthouse (including the security checkpoint area, the sally port area, the server room, and the in-custody corridor), consisting of 10,217 square feet, and exterior areas of the Courthouse Complex (including the parking areas, roadways, pedestrian sidewalks, delivery areas, and all other parking and access areas the use of which is required to make use of the 1969 Courthouse for Municipal Court purposes) that facilitate the City's access to and use of the 1969 Courthouse for Municipal Court purposes. These areas shall be used by both the County and City, and they are identified on **Exhibits B and C**, both of which are attached hereto and incorporated herein.

ARTICLE 2 -TERM, RENT AND USE

2.1 Lease Term.

(a) The initial term ("Initial Term") of this Lease shall be for thirty-three (33) years commencing upon execution of the lease and County providing full access to the 1969 Courthouse.

(b) Provided City is not in default under any terms of this Lease, City shall have the option to renew this Lease for two (2) additional terms of ten (10) years each (the "Renewal Term"). Thereafter, if City has exercised its option of two renewals of ten years each, this lease shall automatically renew in ten (10) year increments, subject to the option of either County or City not to renew this Lease by giving the other party notice of non-renewal twelve (12) months in advance of the renewal date. Neither the City nor the County shall exercise the option to not renew this Lease without reasonable consideration of the impact of non-renewal on the other party. The parties may mutually agree at any time to amend this Lease to further extend its Lease Term. All of the terms and conditions of this Lease will be applicable during the Renewal Term unless modified by agreement of the County and City in writing.

(c) The Initial Term and, if exercised, the Renewal Terms, are herein collectively referred to as the "Lease Term."

2.2 Rent, Security Cost and Casualty Insurance Cost.

2.2.1 Rent. As rental for the Initial Term of this Lease, City covenants and agrees to pay County, or County's assigns, without demand, deduction, abatement, or setoff an annual rental amount that shall consist of a variable rate at an initial amount of Twenty-Eight Thousand Two Hundred Twenty-Two Dollars (\$28,222) per year, subject to periodic increases as set forth in this paragraph based on an agreed upon price index (the "Variable Rental Rate"), plus a fixed rate of Forty-Six Thousand Two Hundred Eighteen Dollars (\$46,218) (the "Fixed Rental Rate"). The parties hereto agree that the price index to be utilized for the purposes of determining

increases in the Variable Rental Rate shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100, as compiled and published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor index (hereinafter, the "CPI-U"). In no event shall rent for the Initial Period or any Renewal Period ever be reduced based upon a downward change in the CPI-U. After completion of the Initial Term, should there be any subsequent Renewal Term(s) (whether occurring by option of the City or automatically per the terms of this Lease Agreement), the Fixed Rental Rate shall be eliminated and the rent for the Renewal Term shall only be based on the Variable Rental Rate. The initial Variable Rental Rate for this Lease at the beginning of the Initial Term is Twenty-Eight Thousand Two Hundred Twenty-Two Dollars (\$28,222), and the initial Variable Rental Rate for any subsequent Renewal Period shall be the Variable Rental Rate in effect at the end of the previous rental term, subject to an annual CPI-U adjustment. Beginning in the sixth (6th) Lease year of the initial term of the Lease and in each year thereafter, during the remainder of the Initial Term, as well as for any subsequent Renewal Term(s), the Variable Rent Rate shall be increased at the beginning of each Lease year by the percentage of increase, if any, in the CPI-U for the preceding year beginning in the month immediately preceding commencement of the immediately preceding year of this Lease, and ending in the month immediately preceding the commencement of the Lease year for which the adjustment is being made. County shall endeavor to notify City of any Rent increases within one month of the new rental amount taking effect, but any failure of the County to do so shall not affect the City's obligation to pay the higher rent as of its effective date, and such higher rate shall be paid within thirty (30) days of written notice by County to City and shall be retroactive to the date of adjustment.

2.2.2 Security Cost. Due to the need for a shared security entry point for the 1969 Courthouse and the 2023 Courthouse, City shall pay the County twenty percent (20%) of the cost for security located at the security checkpoint area in the 2023 Courthouse. The security staffing configuration at the security checkpoint area currently consists of two deputies and one sergeant, and the City's current annual share of the cost of this configuration is estimated at Seventy Thousand Dollars (\$70,000). Any change the County makes in the configuration and cost of checkpoint security shall be done in consultation with the City, and the costs adjusted accordingly. City shall provide separate security, in a form approved by the County, at City's own expense, for any events or use of the Premises beyond the operational hours of the County Court.

2.2.3 Casualty Insurance Cost. City shall reimburse the County twenty percent (20%) of the cost to insure the 1969 courthouse from casualty events on an annual basis ("Casualty Insurance Cost"). This estimated annual cost to the City as its share to insure the 1969 courthouse building is, at the time of commencement of this lease, Ten Thousand Dollars (\$10,000). County shall endeavor to notify City of any changes in the Casualty Insurance Cost within one month after such changes take effect, but any failure of the County to do so shall not affect the City's obligation to pay its share of the cost as of its effective date, and such cost shall be paid within thirty (30) days of written notice by County to City and shall be retroactive to the date of adjustment.

2.2.4 Payment Terms. Rent, Security Cost and Casualty Insurance Cost shall be payable each calendar quarter in advance on the first (1st) day of each calendar quarter (January 1, April 1, July 1, October 1) (provided, however, to the extent that the first day of any month is a Sunday or a Holiday, then such payment shall be due on the next succeeding business

day). The first installment of Rent, Security Cost and Casualty Insurance Cost shall be due and payable upon commencement of this Lease (it being understood that the initial payment shall be prorated from commencement of this Lease to the next quarterly installment date) and shall continue thereafter on the first (1st) day of each and every quarter during the Lease Term. Any partial quarter for the payment of Rent, Security Cost and Casualty Insurance Cost shall be prorated. City hereby acknowledges that City's late payment of Rent, Security Cost and Casualty Insurance Cost will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon County by any of its lenders. In the event Rent, Security Cost and Casualty Insurance Cost for any quarter shall be past due beyond the tenth (10th) day of such calendar quarter, then in addition to the Rent, Security Cost and Casualty Insurance Cost, City shall pay County a late charge equal to two and one-half percent (2.5%) of the unpaid Rent, Security Cost and Casualty Insurance Cost to reimburse County for the additional administrative obligations incurred by County. City and County hereby agree that such late charge represents a fair and reasonable estimate of the costs County will incur by reason of such late payment. County's acceptance of such late charge shall in no event constitute a waiver of City's Event of Default under Article 10 with respect to such overdue amount, nor prevent County's exercise of any of its other rights and remedies granted under this Lease.

2.2.5. Prior to the commencement of (and from time to time during) each calendar year of the Lease Term following commencement of this Lease, County shall give to City written estimates of City's share of Security Cost and Casualty Insurance Cost. Commencing with the first day of the calendar quarter following end of a Lease year, City shall pay such estimated amounts (less amounts, if any, previously paid toward such excess for such year) to County in equal quarterly installments over the remainder of such calendar year, in advance on the first day of each quarter during such year (or remaining quarters, if less than all of the year remains). Subject to the provisions of this Lease, County shall endeavor to furnish to City within a reasonable period after the end of each calendar year, a statement ("Reconciliation Statement") indicating in reasonable detail the Security Cost and Casualty Insurance Cost over such period, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust City's estimated payments to City's actual share as indicated by such annual Reconciliation Statement. Any payment due County shall be payable by City within thirty (30) days of receipt of Reconciliation Statement from County. Any amount due City shall be credited against installments next becoming due under this Section.

2.3 Use of Premises: The Premises shall be used only for the purposes of the operation of a municipal court. City shall, at City's own cost and expense, obtain any and all licenses and permits necessary for any such use. City shall not do or permit any act or thing on the Premises which (i) violates any applicable law or condition of the insurance coverage described in Section 4.3, (ii) might impair the value or usefulness of the Premises, or (iii) constitutes a public or private nuisance or waste. City shall be permitted full access to the Premises for conducting the operations of the municipal court and any court sponsored programs authorized by the municipal court judge. City shall provide reasonable advance notice of its intended use of the Premises during times beyond the operational hours of the county court and shall be responsible for all costs associated with

its use of the Premises when the county court is not in operation.

2.4 Flags. The County shall be solely responsible for flying flags and decisions made with respect to flying flags on the county courthouse complex. County does not object to the flying of the MIA/POW flag on the flag pole on the west lawn of the 1969 Courthouse, in recognition of the Medina Municipal Court's Veterans Treatment Court.

ARTICLE 3 – REPAIRS, MAINTENANCE AND UTILITIES

3.1 (a) Maintenance of Premises. City shall, at City's cost and expense, be responsible for (a) maintaining and making necessary repairs or replacements to the structural components of the Premises (including the roof, foundation, footings, and exterior walls); (b) making necessary replacements of the HVAC systems or major components thereof; and (c) making any repairs required under the HVAC warranty, whether due to City's negligence. City shall promptly give County written notice of any damages in the Premises subject to repair. City shall, at City's own cost and expense, be responsible for (a) maintaining and repairing the interior and all other portions of the Premises, including, without limitation, repair and replacement of doors, windows, interior walls, floors, ceilings, and plumbing and lighting fixtures and (b) contracting out for maintenance services including routine HVAC maintenance and trash removal within the Premises. City shall not injure the Premises, but will maintain the Premises in an appropriately clean condition and in good repair and condition. Upon termination of this Lease, City shall surrender and deliver up the Premises to County in approximately the same condition in which it existed on commencement of this Lease, excepting ordinary wear and tear, damage arising from any cause not required to be repaired by City hereunder, and damage arising from fire or other casualty.

(b) Maintenance of Shared Areas. County shall, at County's cost and expense, be solely responsible for maintenance, repair, and replacement of all structural and non-structural areas of the Shared Areas in the same manner as outlined in section 3.1(a) set forth hereinabove.

(c) If the County or City fail to commence to make such repairs within thirty (30) days after written notice from the other, or fail to complete such repairs within ninety (90) days after written notice from the other (except where there has occurred an event of a force majeure nature whereupon such time periods shall be extended as is reasonable under the circumstances or in case of emergency where imminent waste to the Premises is either occurring or likely whereupon the above time periods shall be shortened to five (5) and thirty (30) days, respectively), the notifying party, at its option, may make such repairs and the other shall pay on demand the actual costs in making such repairs, plus a fee of five percent (5%) to cover overhead, provided that each party has acted in a commercially reasonable manner in connection with the making of and contracting for such repairs.

3.2 Landscaping. The County, at its sole expense, agrees to maintain landscaping at the county courthouse complex. The City agrees to maintain the

landscaping in the area around the parking deck adjacent to the county courthouse complex. The City agrees to complete reasonably necessary snowplowing at the parking deck and the parking lot located on the county courthouse complex. The County agrees to clearing and maintaining the sidewalks and walkways at both the county courthouse complex and around the area of the adjacent parking deck. Exhibit C attached hereto and made part hereof more particularly details the areas to be maintained by each party.

3.3 Utilities. City shall maintain separate meters for water, electric, and gas service for the area of exclusive use identified in Exhibit A, and shall be responsible for associated and ongoing utility usage costs for that area. Due to the impracticality of separate metering of the County Law Library area of the 1969 Courthouse and the shared use areas, the City shall pay for all utility costs for the Medina County Law Library area and the County shall pay for all utility costs in the shared use areas.

ARTICLE 4 – FIRE OR OTHER CASUALTY; INSURANCE

4.1 Damage by Fire or Other Casualty. If at any time during the Lease Term the Premises, or any portion thereof, shall be damaged or destroyed by fire or other casualty, City shall have the election to terminate this Lease or to repair and reconstruct the Premises to the condition existing immediately prior to the casualty, unless otherwise required herein.

4.2 Rental During Damage Period. In any of the aforesaid circumstances, rent (and to the extent no municipal court activities are taking place on the Premises, Security Cost) shall abate proportionately during the period and to the extent that the Premises is unfit for use by City in the ordinary conduct of City's business. If City has elected to repair and restore the Premises and the Lease is not terminated under Article 4.1 above, this Lease shall continue in full force and effect, and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortages of labor or materials, acts of God, war, or other conditions beyond County's and City's reasonable control. In the event that this Lease is terminated as herein permitted, the County shall refund to City the prepaid rent (not accrued as of the date of damage or destruction) less any sum then owing County by City. If City is the cause of damage to Premises or the damage to Premises is caused an act of omission of City, sub-tenants, concessionaires, employees, agents, invitees, licensees, visitors or contractors, in such event the rent shall continue unabated until the Premises is restored.

4.3 Insurance.

(a) County covenants and agrees that from and after commencement of this Lease, County shall carry and maintain the insurance set forth as follows:

Property Casualty Insurance. A policy or policies of casualty insurance covering the building(s) and structures(s) that constitutes a part of the Premises. Such policy shall be in the broadest available "special form" or "all risks" coverage in an amount not less than one hundred percent (100%) of the full replacement cost thereof from time to time during the Lease Term. Such policies shall provide protection against any peril included within the

classification "Fire and Extended Coverage," against vandalism and malicious mischief, against theft, against sprinkler leakage (and including cost of demolition and debris removal). Replacement cost for purposes hereof shall be determined by way of agreement between the County and the City. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, unless the Lease is otherwise terminated as set forth herein. Upon termination of this Lease following a casualty as set forth herein, the proceeds shall be paid to County.

(b) City covenants and agrees that from and after commencement of this Lease, City shall carry and maintain, at City's sole cost and expense, the insurance set forth as follows:

General Commercial Liability Insurance. General Commercial Liability Insurance covering the Premises and City's use thereof against claims for personal or bodily injury or death or property damage occurring in, at or upon the Premises (including contractual liability coverage), such insurance to insure both City and, as additional named insured or certificate holder, County, and to afford protection to the limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, in respect to injury or death to any number of persons and all property damage arising out of any one (1) occurrence. This insurance coverage shall extend to any liability of City arising out of the indemnities provided for in this Lease.

(c) Insurance in General. All insurance required to be carried hereunder shall be issued by insurance companies licensed to do business in the state where the Premises is located. Any insurance policy required under this Lease by City shall name County as an "additional insured" or "certificate holder" with City providing certificates of insurance to County to evidence the existence and amounts of such insurance. All policies of insurance must contain a provision that the company writing said policy will give to County thirty (30) days' notice (and ten (10) days for non-payment of premiums) in writing in advance of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage which City may carry. City shall also furnish County with certificates of insurance evidencing renewal of any such policies at least thirty (30) days prior to the expiration thereof. City agrees that if City does not procure and maintain such insurance after written notice to City, County may (but shall not be required to) obtain such insurance on City's behalf and charge City the premiums therefore payable upon demand. City may carry such insurance under a blanket policy provided such blanket policy expressly affords the coverage required by this Lease by a County's protective liability endorsement or otherwise. County and its respective agents shall have the right from time to time to review such blanket policy.

4.4 Waiver of Subrogation. County and City each waive for themselves and their respective insurers any claims or rights either may have against the other (including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to County or City, as the case may be (whether or not such loss or damage is caused by the fault, negligence, or other tortious conduct, acts, or omissions of County or City or their respective offices, directors, employees, agents, or invitees), to their respective property, the

Premises, its contents, or to any other portion of the improvements located on the Premises. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto each, on behalf of their respective insurance companies insuring the property of either County or City against any such loss, waive any right of subrogation that County or City or their respective insurers may have against the other party or their respective insurance companies based upon an assignment from its insured. Each party to this Lease agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Article and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. The foregoing waiver shall be effective whether or not the parties maintain the required insurance.

ARTICLE 5 - LIABILITY

5.1 No Claim for Property Damage by Way of Subrogation or Assignment. All personal property located in or on the Premises is at the risk of City only. No party shall have any right or claim against County, its agents or employees, for property damage (whether caused by negligence, theft or the condition of the Premises) by way of subrogation, assignment or otherwise, City hereby waiving and relinquishing any such right.

5.2 Liability. City agrees that County shall not be responsible or liable to City, City's employees, agents, or invitees, for bodily injury or property damage occasioned by the acts or omissions of any other City or such other City's employees, agents, or invitees in, at or upon the Premises. This subsection does not remove the County's liability for damages and/or injuries caused by the County's negligence except for the waiver of property damage outlined hereinabove in subsection 5.1.

ARTICLE 6 -ALTERATIONS, ADDITIONS, AND FIXTURES

6.1 Alterations and Additions by City. After commencement of this Lease, City shall be permitted to make the alterations and improvements to the Premises approved by the County to facilitate the use of the 1969 Courthouse for Municipal Court purposes. Subsequent to the initial remodeling of the 1969 Courthouse by the City, the City shall not make alteration or additions to the Premises without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such alteration does not materially affect the structural integrity of the Premises, does not reduce the fair market value of the Premises below the value immediately before such alteration or addition, and does not impair the usefulness of the Premises. City shall ensure that all permitted alterations or additions to the Premises are effected with due diligence, in a good and workmanlike manner, in compliance with all applicable laws, permits, and zoning requirements, and promptly and fully paid for by City.

6.2 Fixtures. City may remove its trade fixtures, office supplies, and movable office furniture and equipment not attached to the Premises provided:

(a) Such removal is made prior to the expiration or termination of the Lease Term;

(b) City is not in default of any obligation or covenant under this Lease at the time of such removal; and

(c) City, at its sole cost and expense, promptly repairs all damage caused by such removal.

All other property at the Premises and any alteration or addition to the Premises and any other article attached or affixed to the floor, wall, or ceiling of the Premises shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, City hereby waiving all right to any payment or compensation therefore. If, however, County so requests in writing, City will, prior to the expiration or termination of this Lease, remove any and all alterations, additions, fixtures, equipment, and property placed or installed by City in the Premises and will repair, at City's sole cost and expense, any damage caused by such removal.

ARTICLE 7 - ASSIGNMENT AND SUBLETTING

City shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate City's leasehold interest or grant any concession or license within the Premises without prior written consent of County, which consent shall not unreasonably be withheld, conditioned or delayed. Any assignment shall not release City from any obligations hereunder. County shall not assign this Lease without prior written notice to the City and evidence of the assumption by County's assignee of all of County's obligations hereunder.

ARTICLE 8 - ACCESS BY COUNTY

County, its agents, and employees shall have access to and the right to enter upon the Premises at any reasonable time during normal business hours with reasonable prior notice to one of City's available officers or supervisors to examine the condition thereof (except that no notice shall be required in case of emergency), to make any repairs required to be made by County hereunder and for any other reasonable purpose.

ARTICLE 9 - DEFAULT BY CITY

9.1 Events of Default. Each of the following acts or omissions of City or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by City to timely pay rent or other payments hereunder within ten (10) days after the notice required by this Lease has been given by County to City of City's failure or refusal to pay;

(b) Failure to perform or observe any other covenant or condition of this

Lease by City to be performed or observed upon the expiration of a period of thirty (30) days after the notice required by this Lease has been given by County to City of such failure, unless such performance or observance cannot be accomplished within such thirty (30) day period, in which case City shall commence to cure such failure within such thirty (30) day period and diligently pursue it to completion;

(c) If City shall make a general assignment for the benefit of creditors, shall admit in writing its inability to pay its debts as they become due, shall file a petition in bankruptcy, shall be adjudicated a bankrupt or insolvent, shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, shall file an answer admitting or reasonably shall fail to contest the material allegations of a petition filed against it in any such proceeding, shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of City or any material part of its properties or shall take any action looking toward any of the foregoing; or

(d) If, within sixty (60) days after the commencement of any proceeding against City seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment without the consent or acquiescence of City, of any trustee, receiver or liquidator of City or any material part of its properties, such appointment shall not have been vacated.

9.2 Remedies of County. Upon the occurrence of an Event of Default as enumerated above, and such default is not cured within the stated time permitted after written notice by County to City, County may, at County's option, file suit as against the City as permitted pursuant to Ohio law. County with this Lease shall be limited to suit for direct and proximate damages provided that County has given the notices as required herein. County shall not interfere or disrupt City's municipal court operations as required to be performed by Ohio law.

9.3 Exercise of Remedies by County. Exercise by County of the remedy set forth in Section 9.2 above shall not be deemed to be an acceptance of surrender of the Premises by City, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of County and City. No such alteration or security devices and no removal or other exercise of dominion by County over the property of City or others at the Premises shall be deemed unauthorized or constitute a conversion, City hereby consenting, after an Event of Default, to the aforesaid exercise of dominion over City's property within the Premises.

9.5 Cure of an Event of Default by County. If City should fail to make any payment or cure any default hereunder within the time herein permitted, County, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of City (and enter the Premises for such purpose) and thereupon City shall be obligated to, and hereby agrees to pay County upon demand all reasonable costs, expenses, and disbursements (including reasonable attorneys'

fees) incurred by County in taking such remedial action.

9.6 Default by County. In the event of any default by County, City will give County written notice specifying such default with particularity, and County shall thereupon have a reasonable period not to exceed thirty (30) days in which to cure any such default; provided, however, that if the nature of County's obligation is such that more than thirty (30) days after such notice are reasonably required for County's performance, then County shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion. Unless and until County fails to so cure any default within a reasonable time (considering the prevailing circumstances and the availability of the services necessary to cure such default) after such notice, City shall not have any remedy or cause of action by reason thereof. City with this Lease shall be limited to suit for direct and proximate damages provided that City has given the notices as required herein.

ARTICLE 10 - NON-WAIVER

10.1 Non-waiver by County. Neither acceptance of rent by County nor failure by County to complain of any action, non-action, or default of City shall constitute a waiver of any of County's rights hereunder. Waiver by County of any right for any default of City shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by County of City's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.2 Non-waiver by City. Neither payment of rent by City nor failure by City to complain of any action, non-action, or default of County shall constitute a waiver of any of City's rights hereunder. Waiver by City on any right for any default of County shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

ARTICLE 11 - HOLDING OVER

If City should remain in possession of the Premises after expiration of the Lease Term or the previously described renewal term thereof, without the execution by County and City of a new lease, then City shall be deemed to be occupying the Premises as a month-to-month City, subject to all of the covenants and conditions of this Lease, except that the rent for such tenancy shall be one hundred fifty percent (150%) of the rent in effect at the expiration of this Lease (prorated on the basis of a 365-day year for each day City remains in possession).

ARTICLE 12- NOTICES

Any notice or other written instrument required or permitted to be given or sent under the terms of this Lease shall be by writing, signed, and will be deemed given when (a) sent by recognized overnight or local delivery service requiring evidence of receipt, (b) sent by certified mail, return receipt requested to the parties hereto as follows, or (c) emailed to the party at the email addresses listed below and is followed with a copy sent by overnight delivery

or regular mail to the address specified below:

If to County:

County Administrator
Office of the Board of Commissioners of Medina County
144 North Broadway Street
Medina, Ohio 44256

If to City:

Office of the Mayor
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

The date of receipt by the party to whom any notice or written instrument is sent, will be considered to be the date that such notice or other written instrument was delivered for all purposes of this Lease; provided, however, that notice sent by certified mail, return receipt requested shall be deemed delivered three (3) business days after being mailed.

ARTICLE 13 - DRIVEWAY, SIGNAGE AND EXTERIOR STORAGE

13.1 Parking. City shall have a non-exclusive right to the driveway and common parking areas on the county courthouse complex, surface lots, and parking deck for use by the City, the City's employees, agents, customers, and invitees.

13.2 Signs. City shall have the right to place a sign on the front of the building identifying the municipal court's identification and operation on the Premises. Such sign will comply with all local codes as required by the applicable governmental agency. All costs of installation, construction, erection, illumination (where appropriate), maintenance, repair and removal of any of such signs shall be the sole obligation of City. Upon the expiration or earlier termination of this Lease, City shall remove all signage from the Premises and repair any damage caused by such removal. City's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Severability. To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provisions of this Lease. Any provision of this Lease that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Lease or affecting the validity or enforceability of that provision or of any of the other provisions of this Lease in any other jurisdiction.

14.2 Duty to Cooperate. Each party to this Lease agrees to cooperate and fully perform any further acts, and to execute and deliver any documents, which reasonably may be necessary to further and implement the provisions of this Lease.

14.3 Applicable Law. This Lease will be construed, administered, and enforced in accordance with the laws of the State of Ohio and all local regulations of the county and ordinances of the city where the Premises are located.

14.4 Authority. Each person executing this Lease, by his execution thereof, represents and warrants that he is fully authorized to do so, and that no further action or consent on the part of the party or entity for which he is acting is required for this Lease to be fully enforceable against such party following such execution.

14.5 Counterparts. This Lease may be executed in any number of identical counterparts, each of which, for all purposes is to be deemed an original, and all of which constitute, collectively, one agreement; but in making proof of this Lease, it will not be necessary to produce or account for more than one such counterpart.

14.6 Entire Agreement; Binding Effect. This Lease and any attached addenda or exhibits constitute the entire agreement between County and City. No prior written or prior contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by County and City. Article and paragraph captioned herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but this provision shall in no way alter the restrictions herein in connection with assignment and subletting by City.

14.7 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by County or City, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either County or City to the other under this Lease, including City's obligation to pay rent, or any other amount payable to County hereunder.

14.8 Gender; Number. Wherever the context so requires, the masculine gender will be deemed to include the feminine or neuter gender, all singular words will include the plural, and all plural words will include the singular.

14.9 County Lien Waiver. County agrees to waive and release any liens which County may have against the Premises or City's personal property, trade fixtures, equipment, cash, or accounts receivable therein, whether any such lien is statutory, constitutional, or contractual, or arises out of operation of law, or otherwise.

14.10 Quiet Possession. So long as City shall perform all of its material obligations under this Lease, City shall enjoy peaceful and quiet possession of the Premises against any party claiming through County.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement as of the date first written above.

**COUNTY:
THE MEDINA COUNTY, OHIO BOARD OF
COUNTY COMMISSIONERS**

By: _____
COLLEEN M. SWEDYK, President

By: _____
AARON M. HARRISON

By: _____
STEPHEN B. HAMBLEY

Approved as to form and correctness

MICHAEL K. LYONS, Assistant Prosecuting Attorney

**CITY:
CITY OF MEDINA**

By: _____
DENNIS HANWELL, Mayor

Approved as to form and correctness:

GREGORY A. HUBER, Director of Law

ACKNOWLEDGMENT

STATE OF OHIO)
)
COUNTY OF MEDINA) SS:

BEFORE ME, A Notary Public in and for said County and State, personally appeared the above- named The Medina County, Ohio Board of County Commissioners, by Stephen B. Hambley, Aaron M. Harrison, and Colleen M. Swedyk, who acknowledged that he/she did sign the foregoing instrument and that same is the free authorized act and deed of said Board.

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

This is an acknowledgment; no oath or affirmation has been administered.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF OHIO)
)
COUNTY OF MEDINA) **SS:**

BEFORE ME, A Notary Public in and for said County and State, personally appeared the above- named City of Medina, Ohio, by Dennis Hanwell, its Mayor, who acknowledged that he/she did sign the foregoing instrument and that same is the free authorized act and deed of said City.

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

This is an acknowledgment; no oath or affirmation has been administered.

NOTARY PUBLIC

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the City of Medina, Ohio, I certify that as of the date of execution of the within Lease Agreement with the Medina County, Ohio Board of County Commissioners, the amount required to satisfy payments under the Lease Agreement in the initial year of said Lease has been fully appropriated, or authorized or directed for such purpose, and is in the Treasury or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 202_

KEITH DIRHAM, Director of Finance
City of Medina, Ohio