

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

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

Call to Order.

Roll Call.

Reading of minutes. (June 26, 2023)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Ord. 108-23 (2ND READING)

An Ordinance authorizing the Mayor to execute a Lease Agreement between the Board of Medina County Commissioners and the City of Medina, Ohio for the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 113-23, Ord. 114-23, Res. 115-23, Ord. 116-23, Ord. 117-23, Ord. 118-23, Ord. 119-23, Ord. 120-23, Res. 121-23

Res. 113-23

A Resolution authorizing the application and acceptance of the Probation Community Corrections Act Grant (CCA) renewal for the period of July 1, 2023 to June 30, 2025 for the Medina Municipal Court.
(emergency clause requested)

Ord. 114-23

An Ordinance amending Section 31.02 (B)(6) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Municipal Court Probation Grant Positions.
(emergency clause requested)

Res. 115-23

A Resolution adopting the Tax Budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2024 and submitting the same to the Medina County Auditor.
(emergency clause requested)

Ord. 116-23

An Ordinance authorizing the expenditure to Technology Engineering Group, LLC for the Courthouse Parking Garage Lighting Project.
(emergency clause requested)

Ord. 117-23

An Ordinance authorizing the Mayor to enter into a Memorandum of Understanding with Uptown Thirteen Five, LLC and the Medina City Development Corporation for certain infrastructure improvements to be made by the City and the Developer.
(emergency clause requested)

Ord. 118-23

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

Ord. 119-23

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

Ord. 120-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.
(emergency clause requested)

Res. 121-23

A Resolution authorizing the filing of an application for grant assistance from the Ohio Development Services Agency for the PY22 CHIP Lead Abatement Program.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Monday, June 26, 2023

Call to Order:

Medina City Council met in regular session on Monday, June 26, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who also led in the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, June 12, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated Finance met prior to Council and will meet again in 2 weeks before summer break.

Public Properties Committee: Mr. Shields stated he has a meeting scheduled for Wednesday, July 12th at Spring Grove Cemetery in the Mears Building at 5 p.m., with a tour of the cemetery.

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

Special Legislation Committee: Mr. Lamb had no report.

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

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

Emerging Technologies Committee: Mr. Rose had no report. Stated the Emerging Technology Advisory Committee has a meeting at 5 p.m. on June 29th.

Requests for Council Action:

Finance Committee

23-123-6/26 – Budget Amendments

23-124-6/26 – Transfer Request – Cable TV Fund

23-125-6/26 – Increase P.O. #23-692 – Huntington Bank – Police

23-126-6/26 – Increase P.O. #23-163 – Roetzel & Andress – Law Dept.

23-127-6/26 – Community Corrections Grant Agreement – Muni Court

23-128-6/26 – 2024 Tax Budget

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23-129-6/26 – Expenditure – Courthouse Parking Garage – Technology Engineering
23-130-6/26 – Expenditure – Courthouse Parking Garage – Cianci Electric
23-131-6/26 – MOU between City, Uptown Thirteen Five LLC, and MCDC

Reports of Municipal Officers:

Dennis Hanwell, Mayor:

- A. Medina's Farmer Market is on Public Square every Saturday until October 10th from 9 a.m. to 1:00 p.m.
- B. Medina Community Band Concerts are Friday nights in June and July on the Square weather permitting starting at 8:30pm.
- C. Medina's Second annual Juneteenth Celebration was Saturday, June 17th on Public Square. The celebration included guest speakers, live entertainment and many activities. Thankful for council members Paul Rose, Dennie Simpson, Regi Haire and Jim Shields for attending.
- D. Medina Annual July 4th Fireworks are at MHS starting at dark. Fireworks are presented by the City of Medina and Financial Contributions from Medina and Montville Townships.
- E. Annual July 4th Parade will be on the fourth at 4 p.m. Hope to see you all there! God Bless Medina and America!

Keith Dirham, Finance Director, Keith stated the last two items on tonight's agenda originated with Finance and he will address them at that time.

Kimberly Marshall, Economic Development Director, absent.

Greg Huber, Law Department, had no report.

Sgt. Zaremba, Police Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, Events to note for the Rec Center: June 27th Jungle Bob from 10 a.m. to 12 p.m. and is free to the public with 370 children signed up. July 3rd during the fireworks starting at 6 p.m. -- Food Truck Frenzy and Foam Party right outside the Rec Center from 7:30 p.m. to 9:30 p.m. also free to the public.

Dan Gladish, Building Official, stated they continue to be busy in the Building Department with several large building projects under plan review, and will continue to see major future growth along North Court Street.

Nino Piccoli, Service Director, Nino had no report.

Patrick Patton, City Engineer, The South Prospect street construction will be completed this

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week. Smith Road has its first mainline concrete pavement placement scheduled for Friday. Western half of the project from Prospect St., to State Rd., all the concrete paved by the end of July.

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

Confirmation of Mayor's Appointments:

Jeremy Sack – Planning Commission (Alternate #2) – Exp. 12/31/25

Kyle Funk – Board of Zoning Appeals Exp. 12/31/25

Mr. Shields moved to confirm the Mayor's appointments, seconded by Mr. Simpson. Motion passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Notices, communications and petitions:

There are none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and consideration of ordinances and resolutions.

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions: Ord. 105-23, Ord. 106-23, Ord. 107-23, Res. 109-23, Ord. 110-23, Ord. 111-23, and Ord. 112-23, seconded by Mr. Simpson. Roll was called and approved by the yea vote of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 105-23

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Broadcasting and Web Streaming Head End Video Services for Medina TV. Mr. Shields moved for the adoption of Ordinance/Resolution No. 105-23, seconded by Mr. Simpson. Mr. Fry stated the company they use no longer supports that service and they are requesting to bid to find another company. The roll was called and Ordinance/Resolution No. 105-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 106-23

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Rocky River Stabilization Project at Huffman Cunningham Park. Mr. Shields moved for the adoption of Ordinance/Resolution No. 106-23, seconded by Mr. Simpson. Mr. Wehrley stated this project would address the erosion of approximately 315 linear feet of riverbank adjacent to the athletic fields at Huffman Cunningham

Park. The roll was called and Ordinance/Resolution No. 106-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Ord. 107-23

An Ordinance approving the Eighth Amendment to the City of Medina-Montville Township Joint Economic Development District and Annexation Contract adding territory to the district. Mr. Shields moved for the adoption of Ordinance/Resolution No. 107-23, seconded by Mr. Simpson. Andrew Dutton stated South Town Center LLC the owner of property at 5827 Wooster Pike, Medina would like to join the JEDD, they have completed the petition form accordingly. Their request is to amend the JEDD contract by bringing this parcel into the JEDD. The roll was called and Ordinance/Resolution No. 107-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 108-23 (1st READING)

An Ordinance authorizing the Mayor to execute a Lease Agreement between the Board of Medina County Commissioners and the City of Medina, Ohio for the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court. Mr. Shields moved for the reading only of Ordinance 108-23 tonight by title as a first reading, seconded by Mr. Simpson. Mayor Hanwell stated when they discussed this at finance he mentioned that Councilman Rose asked to have the infrastructure looked at. Mayor noticed that the roof may need some attention and the county was going to have that inspected after Dan Gladish's visit. The pillars on the front which are believed to be structural seem to be deteriorating and may need attention or replaced. Some of the mechanicals have been modernized with the equipment but the mechanicals themselves are still from the original building. The Mayor asked the County Administrators to check with the Board of Commissioners as to whether they would be willing to forgo the immediate rent to us as some of the costs that we may have if some of these things need to be addressed right up front.

Mr. Huber stated that attorney Pat Walker wrote to Mr. Huber on behalf of Medina County Law Library Association. Ms. Walker is pointing out that the law library group have not agreed to the reduction of square footage for the library to being 2,144 sq. ft. expressing disappointment that there would be a different location, a different space. Greg stated in this lease we are going to have to address an issue with the Law Library, we are tenants we don't own that building and a conversation needs to occur between the County and the Law Library but he will try to initiate meetings to discuss what the issues are and what the solutions might be.

Res. 109-23

A Resolution donating seven Dell computers to the Medina City Schools. Mr. Shields moved for the adoption of Ordinance/Resolution No. 109-23, seconded by Mr. Simpson. Sergeant Zaremba stated this is their continued partnership with the Medina City Schools. Mr. Shields will abstain from voting on this ordinance and the next due to the Medina City Schools being his employer. The roll was called and Ordinance/Resolution No. 109-23 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. J. Shields abstained.

Ord. 110-23

An Ordinance authorizing an expenditure to Medina City Schools for the City's share of the

Pickleball Court Construction at A.I. Root Middle School. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 110-23-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 110-23, seconded by Mr. Rose. Mr. Wehrley stated this project involves demo of two existing tennis courts located at AI Root Middle School and the construction of 6 new Pickleball Courts for use by the public. Emergency clause is requested because the project is under construction and in process. The total contract sum with Medina City Schools is \$237,783 with 50% being the city share of \$118,891.50 of ARPA Funds. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, R. Haire, B. Lamb, P. Rose, and D. Simpson. The roll was called and Ordinance/Resolution No. 110-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, D. Simpson, and J. Coyne. J. Shields abstained.

Ord. 111-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 111-23, seconded by Mr. Simpson. Mr. Dirham stated one of these is for the transfer which is the next item on the agenda and the rest are moving money around. The roll was called and Ordinance/Resolution No. 111-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 112-23

An Ordinance authorizing the Finance Director to make certain fund transfers. Mr. Shields moved for the adoption of Ordinance/Resolution No. 112-23, seconded by Mr. Simpson. Mr. Dirham stated this is to transfer what is equivalent to 20% less than the refund from RITA to the Cable Fund this is because Cable TV Fund no longer brings in the revenue that it used to. The roll was called and Ordinance/Resolution No. 112-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Council Comments

Mr. Simpson reminded all to be kind to one another.

Ms. Haire stated be safe and leave the fireworks to the professionals for the July 4th celebration.

Ms. Hazeltine thanked the SPCA and Medina Meow Fix for the work they do for our community. Jessica stated she was not able to attend the Juneteenth event due to work, many raved about the musician and seeing the diversity in Medina County.

Adjournment

There being no further business, the meeting adjourned at 7:56 p.m.

Kathy Patton, Clerk of Council

John Coyne, President of Council

ORDINANCE NO. 108-23

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE BOARD OF MEDINA COUNTY COMMISSIONERS AND THE CITY OF MEDINA, OHIO FOR THE LEASE OF A PORTION OF THE MEDINA COUNTY COURTHOUSE COMPLEX KNOWN AS THE 1969 COURTHOUSE FOR THE PUBLIC PURPOSE OF OPERATING THE MEDINA MUNICIPAL COURT.

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.

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

SEC. 1: That the Mayor is hereby authorized to execute a Lease Agreement between the Board of Medina County Commissioners and the City of Medina, Ohio for the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court.

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

*1st Reading 6/26/23
2nd Reading 7/10/23*

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 and Exhibit A/B**, both

of which are attached hereto and incorporated herein, 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/B 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 **Exhibit A/B** and **Exhibit 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

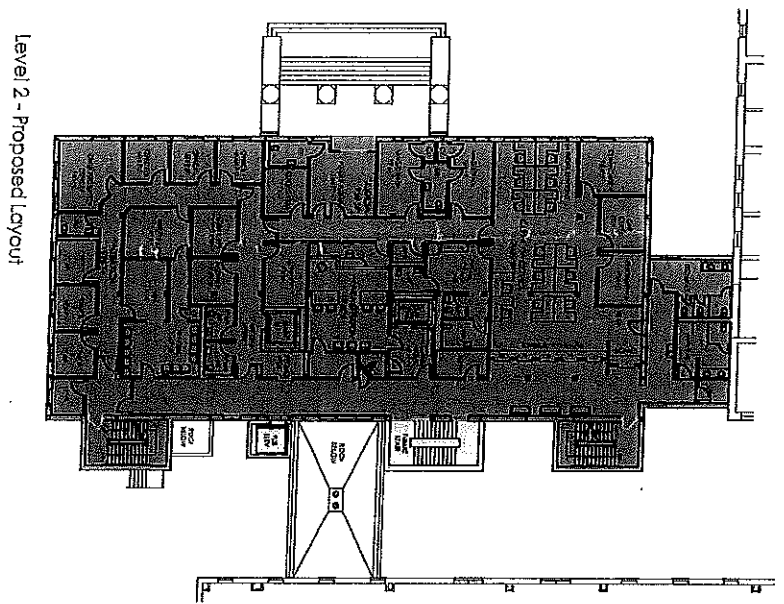
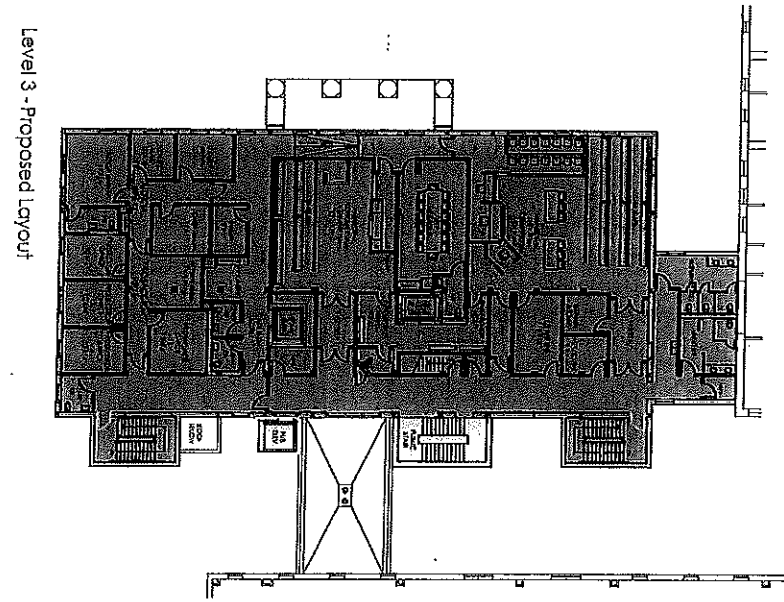
FISCAL OFFICER'S CERTIFICATE

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

EXHIBIT A



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

COLOR LEGEND
 CITY USE ONLY
 SECOND FLOOR: 9,662 GSF
 THIRD FLOOR: 9,862 GSF
 PENTHOUSE: 1,790 GSF
 CITY 1989 NEW CONSTRUCTION:
 SECOND FLOOR: 326 GSF
 THIRD FLOOR: 326 GSF

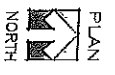
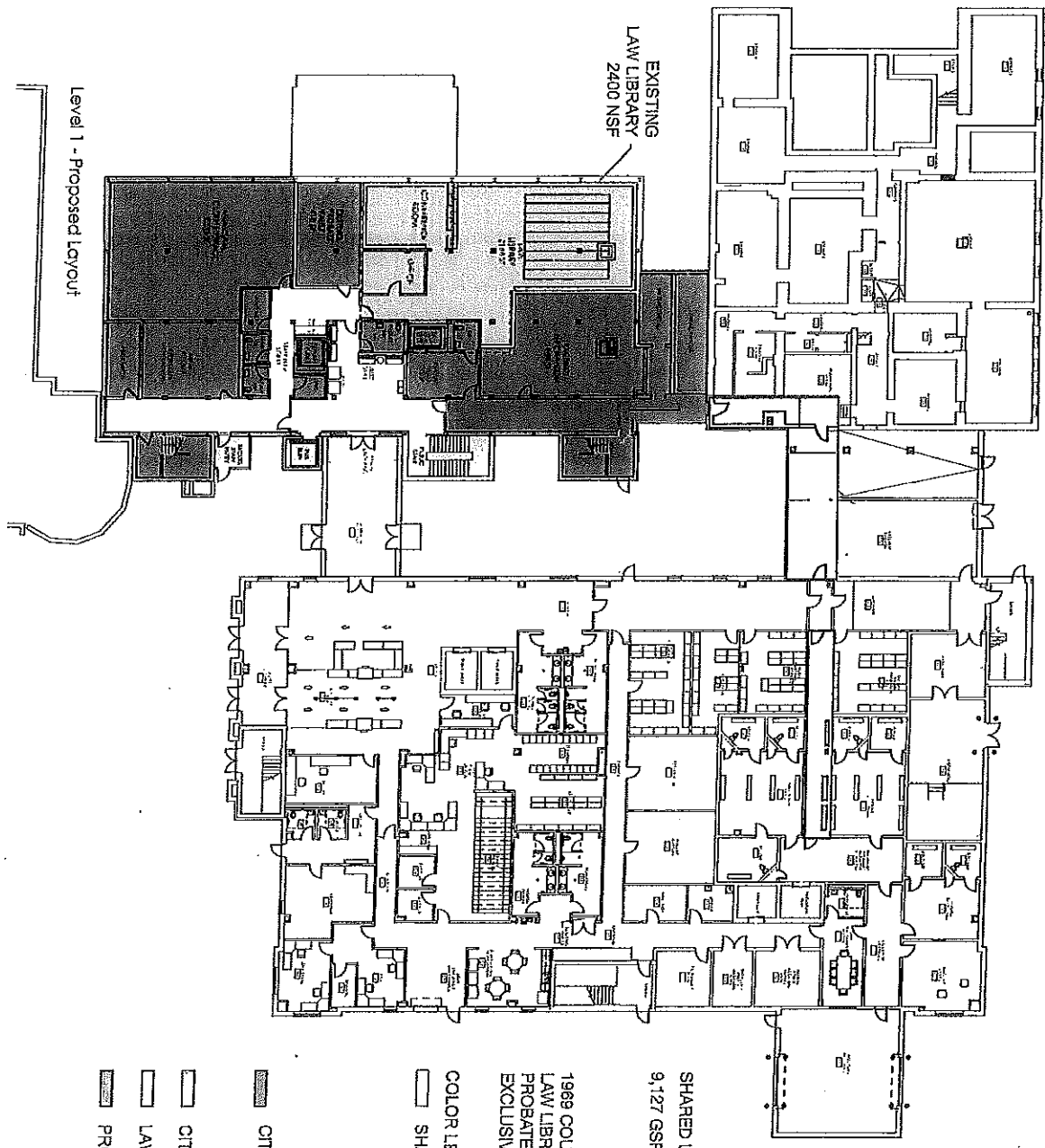


EXHIBIT A & B



Level 1 - Proposed layout

EXISTING
LAW LIBRARY
2400 NSF

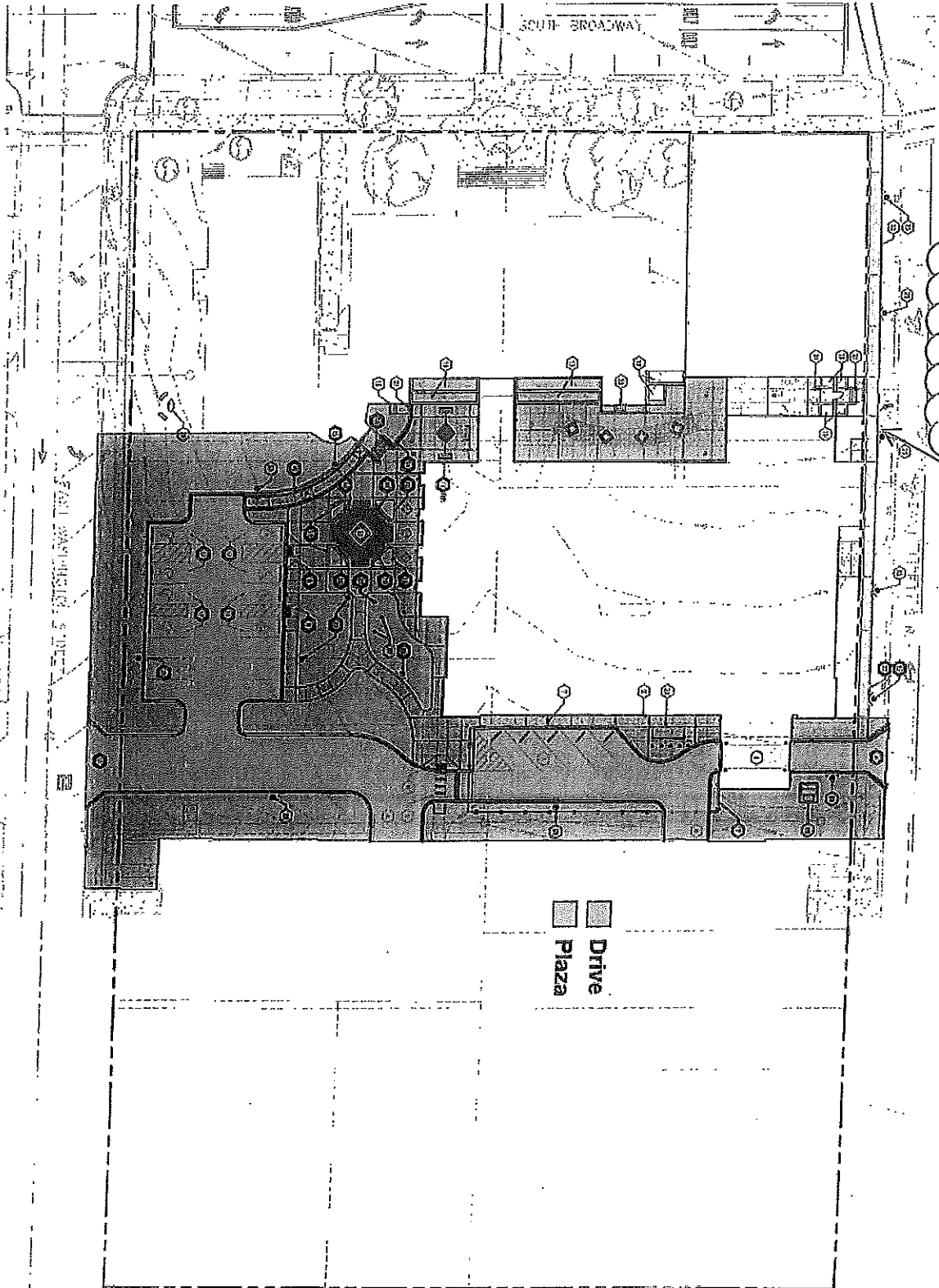
EXISTING 1969 BUILDING GSF:
 FIRST FLOOR 1969: 9,023 GSF
 FIRST FLOOR ANNEX: 639 GSF
 SECOND FLOOR 1969: 9,023 GSF
 SECOND FLOOR ANNEX: 639 GSF
 THIRD FLOOR 1969: 9,023 GSF
 THIRD FLOOR ANNEX: 639 GSF
 PENTHOUSE: 1,790 GSF
 TOTAL: 30,776 GSF

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
 - SALTY/PORTHOLD 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

RESOLUTION NO. 113-23

A RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE PROBATION COMMUNITY CORRECTIONS ACT GRANT (CCA) RENEWAL FOR THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2025 FOR THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

WHEREAS: Notice was received from the Ohio Department of Rehabilitation and Correction that the Community Corrections Act Grant for the Medina Municipal Probation Department has been extended from July 1, 2023 to June 30, 2025 at the estimated funding level of \$406,976.00; and

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

SEC. 1: That the Probation Community Correction Act Grant Extension funding for the period of July 1, 2023 to June 30, 2025 in the amount of \$406,976.00 is hereby accepted and approved.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant funds are effective July 1, 2023; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 114-23

AN ORDINANCE AMENDING SECTION 31.02 (B) (6) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MUNICIPAL COURT PROBATION GRANT POSITIONS, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.02 (B) (6) of the Salaries and Benefits Code pertaining to the Municipal Court Grant Position Intensive Supervision Probation Officer presently reads as follows:

(6) MUNICIPAL COURT GRANT POSITIONS	
	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer*	\$28.60/hr. – July 1, 2021
	\$29.60/hr. – January, 2024
	\$30.64/hr. – January, 2025

*Positions effective July 1, 2021 to June 30, 2023. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

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

SEC. 1: That Section 31.02 (B) (6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Municipal Court Grant Position Intensive Supervision Probation Officer:

(6) MUNICIPAL COURT GRANT POSITIONS	
	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer *	\$25.94/hr. – July 1, 2023
Part-Time	\$26.85/hr. – 01/01/2024
	\$27.59/hr. – 01/01/2025

*Positions effective **July 1, 2023 to June 30, 2025**. The Intensive Supervision Probation Officer shall receive health care, vacation, sick and holiday benefits as set forth herein for full time employees. Position of Intensive Supervision Probation Officer may be full or part-time as dictated by grant.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant goes into effect July 1, 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 115-23

A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND SUBMITTING THE SAME TO THE MEDINA COUNTY AUDITOR, AND DECLARING AN EMERGENCY.

WHEREAS: The Director of Finance has heretofore prepared a tentative tax budget for the City of Medina, Ohio for the fiscal year beginning January 1, 2024 showing detailed estimates of all balances that will be available at the beginning of the year 2024 for the purposes of such year and of all revenues to be received for such fiscal year including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types or classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from the said revenues or balances; and otherwise conforming with the requirements of law; and

WHEREAS: The budget has been made conveniently available for public inspection for at least 10 days by having copies thereof on file in the office of the Director of Finance.

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

SEC. 1: That the tax budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2024 is hereby adopted as the official tax budget of the City of Medina for the fiscal year beginning January 1, 2024. Copies of the tax budget are on file in the office of the Director of Finance for public inspection.

SEC. 2: That the Clerk of Council is hereby authorized and directed to certify a copy of the tax budget and a copy of this Resolution and transmit the same to the Medina County Auditor on or before July 20th.

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

SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the tax budget must be delivered to the Auditor before July 20, 2023; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Res. 115-23

132 North Elmwood Ave.
P.O. Box 703
Medina, Ohio 44250-0703
Phone: 330-725-8861
Fax: 330-722-9045
www.medinaoh.org

To: Council, Mayor

From: Keith H. Dirham, Director of Finance

Re: 2024 Tax Budget

Date: Wednesday, July 5, 2023

Attached is your copy of the Tax Budget. The comparative millages are offered for your review.

	2018	2019	2020	2021	2022	2023	2024
Inside Millage							
General Fund	2.10	2.10	2.10	2.00	2.10	2.10	2.10
Police Pension	1.10	1.10	1.10	1.20	1.10	1.10	1.10
Outside Millage							
Ambulance	2.20	2.20	2.20	2.20	2.20	2.20	2.20
Inside total	3.20	3.20	3.20	3.20	3.20	3.20	3.20

City of Medina
Schedule A

Fund (requesting general property Tax)	Requested of Budget Commission	Approved by Budget Commission Inside	Amount Derived from Levies Outside	County Auditor's Estimate of Tax Rate to be Levied	
				Inside	Outside
Government Funds					
General Fund	\$ 1,850,000.00				
Police and Fire Disability Pension	\$ 700,000.00				
Emergency Medical Service	\$ 2,000,000.00				
Fire Bond Retirement	\$ -				
Total All Funds	\$ 4,550,000.00				

City of Medina
General Fund

Exhibit I

Description (1)	Actual 2021 (2)	2022 (3)	Current Est. 2023 (4)	Budget Est 2024 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	1,215,199.26	1,320,436.21	1,500,421.00	1,529,279.00
Tangible Personal Property Tax				
Municipal Income Tax	4,151,989.09	4,698,665.64	4,611,000.00	4,681,000.00
Other Local Taxes				
Total Local Taxes	5,367,188.35	6,019,101.85	6,111,421.00	6,210,279.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government - County and State	600,067.67	681,874.82	406,000.00	406,000.00
Estate Tax	-	-		
Cigarette Tax	945.00	950.27	2,700.00	2,700.00
Lodging Tax	941.74	1,047.75	850.00	850.00
Liquor and Beer Permits	62,533.90	14,474.78	25,000.00	25,000.00
Gasoline Tax				
Library and Local Government Support Fund				
Property Tax Allocation	135,156.34	142,521.55	167,019.00	170,000.00
Other State Shared Taxes		6,847.09	5,150.00	5,150.00
Total State Shared Taxes and Permits	799,644.65	847,716.26	606,719.00	609,700.00
Federal Grants or Aid	44,073.09			
State Grants or Aid	24,392.07			
Other Grants or Aid				
Total Intergovernmental Revenues	868,109.81	847,716.26	606,719.00	609,700.00
Special Assessments				
Charges for Services	359,125.08	428,079.20	309,500.00	309,500.00
Fines Licenses, and Permits	1,250,844.79	1,080,606.26	1,144,800.00	1,144,800.00
Miscellaneous	480,731.96	982,230.38	480,747.00	406,250.00
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers	3,116,648.00			
Advances	5,327,185.00	7,808,752.00		
Other Sources	3,939.31	24,885.78	7,500.00	7,500.00
Total Revenue	16,773,772.30	17,191,371.73	8,660,687.00	8,688,029.00

City of Medina
General Fund

Exhibit I

Description (1)	2021 (2)	2022 (3)	Current Est. 2023 (4)	Budget Est 2024 (5)
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	167,295.95	278,556.26	172,352.50	176,771.79
Supplies and Materials	21,983.06	36,602.92	22,647.50	23,228.21
Capital Outlay				
Total Security of Persons and Property	189,279.01	315,159.18	195,000.00	200,000.00
Public Health Services				
Personal Services	142,104.85	125,378.02	137,401.04	143,122.62
Travel Transportation				
Contractual Services	21,462.35	18,936.06	20,751.92	21,616.06
Supplies and Materials	53,685.99	47,366.74	51,908.94	54,070.50
Capital Outlay	71,274.35	62,884.80	68,915.10	71,784.82
Total Public Health Services	288,527.54	254,565.62	278,977.00	290,594.00
Leisure Time Activities				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Leisure Time Activities	-	-	-	-
Community Environment				
Personal Services	697,770.73	709,040.38	745,390.77	784,612.49
Travel Transportation				
Contractual Services	172,750.84	175,540.93	184,540.38	194,250.72
Supplies and Materials	27,769.68	28,218.19	29,664.85	31,225.79
Capital Outlay				
Total Community Environment	898,291.25	912,799.50	959,596.00	1,010,089.00
Basic Utility Services				
Personal Services			1,185.00	1,185.00
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Basic Utility Services	-	-	1,185.00	1,185.00

City of Medina
General Fund

Exhibit I

Description (1)	4	Current Est. 2021 (2)	Current Est. 2022 (3)	Current Est. 2023 (4)	Budget Est 2024 (5)
Transportation					
Personal Services					
Travel Transportation					
Contractual Services					
Supplies and Materials					
Capital Outlay					
Total Transportation		-	-	-	-
General Government					
Personal Services		4,673,988.71	4,651,552.19	5,101,598.35	5,326,744.03
Travel Transportation					
Contractual Services		1,340,456.86	1,334,022.27	1,463,091.36	1,527,661.06
Supplies and Materials		661,460.74	658,285.53	721,975.86	753,838.37
Capital Outlay		7,808.09	7,770.61	8,522.43	8,898.54
Total General Government		6,683,714.40	6,651,630.60	7,295,188.00	7,617,142.00
Debt Service					
Redemption of Principal					
Interest					
Other Debt Service					
Total Debt Service		-	-	-	-
Other Uses of Funds					
Transfers		3,117,180.00		122,500.00	125,000.00
Advances		8,424,578.00	7,057,729.00		
Contingencies					
Other Uses of Funds					
Total Other Uses of Funds		11,541,758.00	7,057,729.00	122,500.00	125,000.00
Total Expenditures		19,601,570.20	15,191,883.90	8,852,446.00	9,244,010.00
Revenues over/(under) Expenditures		(2,827,797.90)	1,999,487.83	(191,759.00)	(555,981.00)
Beginning Unencumbered Balance *		4,689,212.75	1,861,414.85	3,860,902.68	3,669,143.68
Ending Cash Fund Balance		1,861,414.85	3,860,902.68	3,669,143.68	3,113,162.68
Estimated Encumbrances outstanding at Year End		510,949.00	326,342.65	350,000.00	350,000.00
Estimated Ending Unencumbered Fund Balance		1,350,465.85	3,534,560.03	3,319,143.68	2,763,162.68

* Cash Balance used because estimated expenditures includes PY encumbrances

**City of Medina
Police and Fire Pension Fund
Special Revenue**

Description (1)	Actual 2021 (2)	2022 (3)	Current Est. 2023 (4)	Budget Est 2024 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	737,918.28	695,444.06	795,597.00	811,509.00
Tangible Personal Property Tax				
Other Local Taxes	859.17	841.40	925.00	944.00
Total Local Taxes	738,777.45	696,285.46	796,522.00	812,453.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Property Tax Allocation	81,098.41	74,658.12	88,598.00	90,370.00
Total Intergovernmental Revenues	81,098.41	74,658.12	88,598.00	90,370.00
Other Financing Sources:				
Advances				
Other Sources				
Total Revenue	819,875.86	770,943.58	885,120.00	902,823.00
Expenditures				
Security of Persons and Property				
Personal Services	674,975.94	685,223.40	771,429.00	799,611.00
Contractual Services	17,281.50	14,330.80	19,500.00	19,500.00
Total Security of Persons and Property	692,257.44	699,554.20	790,929.00	819,111.00
Other Uses of Funds				
Advances				
Contingencies				
Other Uses of Funds				
Total Other Uses of Funds	-	-	-	-
Total Expenditures	692,257.44	699,554.20	790,929.00	819,111.00
Revenues over/(under) Expenditures	127,618.42	71,389.38	94,191.00	83,712.00
Beginning Unencumbered Balance	1,435,880.24	1,563,498.66	1,634,888.04	1,729,079.04
Ending Cash Fund Balance	1,563,498.66	1,634,888.04	1,729,079.04	1,812,791.04
Estimated Encumbrances outstanding at Year End	-	-	-	-
Estimated Ending Unencumbered Fund Balance	1,563,498.66	1,634,888.04	1,729,079.04	1,812,791.04

City of Medina
EMS Fund
Special Revenue

Description (1)	Actual 2021 (2)	2022 (3)	Current Est. 2023 (4)	Budget Est 2024 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	1,677,133.96	1,712,619.23	1,594,534.00	1,626,425.00
Tangible Personal Property Tax				
Other Local Taxes	1,994.53	2,134.09	1,826.00	1,863.00
Total Local Taxes	1,679,128.49	1,714,753.32	1,596,360.00	1,628,288.00
Intergovernmental Revenues				
Property Tax Allocation	117,311.43	117,419.45	172,840.00	176,297.00
Other Financing Sources:				
Other Sources				
Total Revenue	1,796,439.92	1,832,172.77	1,769,200.00	1,804,585.00
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	1,372,783.84	1,539,663.93	1,578,400.00	1,628,450.00
Supplies and Materials				
Capital Outlay	-	-		
Total Security of Persons and Property	1,372,783.84	1,539,663.93	1,578,400.00	1,628,450.00
Other Uses of Funds				
Transfers				
Total Expenditures	1,372,783.84	1,539,663.93	1,578,400.00	1,628,450.00
Revenues over/(under) Expenditures	423,656.08	292,508.84	190,800.00	176,135.00
Beginning Unencumbered Balance	435,595.64	859,251.72	1,151,760.56	1,342,560.56
Ending Cash Fund Balance	859,251.72	1,151,760.56	1,342,560.56	1,518,695.56
Estimated Encumbrances outstanding at Year End	127,625.39	173,618.88	175,000.00	175,000.00
Estimated Ending Unencumbered Fund Balance	731,626.33	978,141.68	1,167,560.56	1,343,695.56

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2024	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2024
					Personal Services	Other	Total	
Governmental Funds								
Special Revenue Fund Type								
102	Street M & R	972,000.00	1,761,400.00	2,733,400.00	650,000.00	1,048,671.00	1,698,671.00	1,034,729.00
103	State Highway	319,000.00	140,560.00	459,560.00	45,000.00	61,517.00	108,517.00	353,043.00
104	Parks and Recreation	1,956,000.00	1,275,900.00	3,231,900.00	550,000.00	726,510.00	1,276,510.00	1,955,390.00
105	Local License Fee	1,835,000.00	245,500.00	2,080,500.00	-	276,050.00	276,050.00	1,804,450.00
106	Police Special	8,703,000.00	6,536,000.00	15,239,000.00	4,750,000.00	2,761,079.00	7,511,079.00	7,727,921.00
107	Fire Special	1,282,000.00	1,380,850.00	2,662,850.00	800,000.00	591,288.00	1,391,288.00	1,271,562.00
108	Street M & R Special	11,000,000.00	3,263,500.00	14,263,500.00	-	2,979,426.00	2,979,426.00	11,284,074.00
109	Grants	984,000.00	-	984,000.00	-	-	-	984,000.00
110	ODNR State Grants	195,000.00	-	195,000.00	-	-	-	195,000.00
111	Income Tax	-	-	-	-	-	-	-
112	COPS 1	-	-	-	-	-	-	-
114	COPS 2	-	-	-	-	-	-	-
115	County Local License Fee	192,000.00	63,400.00	255,400.00	-	69,500.00	69,500.00	185,900.00
116	State DARE Grant	5,100.00	-	5,100.00	-	-	-	5,100.00
117	COPS 3 - COPS More	-	-	-	-	-	-	-
118	COPS Universal	-	-	-	-	-	-	-
119	Multi Diversion Program	-	-	-	-	-	-	-
120	COPS More '98	-	-	-	-	-	-	-
121	COPS More '98	-	-	-	-	-	-	-
123	FEMA	-	-	-	-	-	-	-
124	COPS in Schools	-	-	-	-	-	-	-
125	CDBG	46,100.00	170,000.00	216,100.00	-	-	-	216,100.00
127	CHIP Grant	-	650,000.00	650,000.00	-	-	-	650,000.00
128	Court Security Grant	-	-	-	-	-	-	-
129	Ohio Housing Trust	39,500.00	-	39,500.00	-	-	-	39,500.00
130	Open Space 1	33,200.00	-	33,200.00	-	-	-	33,200.00
131	Open Space 2	1,600.00	-	1,600.00	-	-	-	1,600.00
132	Open Space 3	-	-	-	-	-	-	-
133	Open Space 4	-	-	-	-	-	-	-
134	Non-Point Source Grant	-	-	-	-	-	-	-
136	Micro-Enterprise Revolving Loan Fund	-	-	-	-	-	-	-
137	CHIP Revolving Loan Fund	87,900.00	11,000.00	98,900.00	-	-	-	98,900.00
138	CDBG-CHIP CFDA 14.2	235,000.00	-	235,000.00	-	-	-	235,000.00
139	HOME-CHIP CFDA 14.2	333,000.00	-	333,000.00	-	-	-	333,000.00
140	Parking	23,400.00	75,000.00	98,400.00	60,000.00	29,685.00	89,685.00	8,715.00
141	Medina Square Lighting	-	-	-	-	-	-	-
143	Economic Development	156,000.00	55,000.00	211,000.00	-	59,110.00	59,110.00	151,890.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Fund	Fund	Est Unenc Fund Bal 1/1/2024	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2024
					Personal Services	Other	Total	
144	Cable TV	738,000.00	305,300.00	1,043,300.00	210,000.00	292,870.00	502,870.00	540,430.00
145	Railroad Renovation	300,000.00	100,000.00	400,000.00	20,000.00	70,000.00	90,000.00	310,000.00
147	Airport FAA Grants	366,000.00	300,000.00	666,000.00		-		666,000.00
148	Airport Land Release Proceeds	-				-		-
150	Drug Enforcement Trust	33,500.00	3,500.00	37,000.00		-		37,000.00
151	Federal Equitable Sharing	24,900.00		24,900.00		-		24,900.00
152	Police Training	24,900.00		24,900.00		-		24,900.00
155	Law Enforcement Trust	25,600.00	5,000.00	30,600.00		-		30,600.00
157	Pre-Trial Drug Testing	-	15,000.00	15,000.00		15,000.00	15,000.00	-
158	Sealing of Records	24,000.00	5,000.00	29,000.00		-		29,000.00
159	Presentence Investigation	144,000.00	30,000.00	174,000.00		-		174,000.00
160	Computer Legal Research	67,800.00	36,817.00	104,617.00	35,000.00	5,913.00	40,913.00	63,704.00
161	Muni Court Probation Services	75,000.00	110,000.00	185,000.00	80,000.00	(80,000.00)		185,000.00
162	Court FF&E	89,100.00		89,100.00		117,192.00	117,192.00	(28,092.00)
163	DUI Enforcement	38,500.00	2,500.00	41,000.00		-		41,000.00
164	Community Service	5,300.00	1,000.00	6,300.00		-	1,500.00	4,800.00
165	Indigent Driver Alcohol Treatment	198,000.00	41,200.00	239,200.00		70,000.00	70,000.00	169,200.00
166	Indigent Driver Alcohol Monitoring/Interfor	280,000.00	41,200.00	321,200.00		30,000.00	30,000.00	291,200.00
167	Court Clerk Computer	254,000.00	118,500.00	372,500.00	90,000.00	55,453.00	145,453.00	227,047.00
168	Case Management System	106,000.00	49,700.00	155,700.00		50,000.00	47,000.00	108,700.00
169	Court Special Projects	4,344,000.00	210,000.00	4,554,000.00		-		4,554,000.00
170	Coronavirus Relief	-				-		-
171	American Rescue Plan Act	-				-		-
174	Rec Center Administration	-				-		-
Total Special Revenue		35,537,400.00	17,002,827.00	52,540,227.00	7,290,000.00	9,229,264.00	16,517,764.00	36,022,463.00
Debt Service Fund Type								
204	Recreation Center Debt Service	-				-		-
217	General Bond Retirement	-				-		-
418	Special Assessment Bond Retirement	463,000.00	27,500.00	490,500.00		-		490,500.00
Total Debt Service		463,000.00	27,500.00	490,500.00	-	-	-	490,500.00
Capital Projects Fund Type								
301	General Purpose Capital	1,671,000.00	325,500.00	1,996,500.00		278,288.00	278,288.00	1,718,212.00
304	Parks and Recreation Capital	400.00		400.00		-		400.00
307	Fire Capital Replacement	364,000.00	195,300.00	559,300.00		40,000.00	40,000.00	519,300.00
329	Capital Projects	191,000.00		191,000.00		-		191,000.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2024	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2024
					Personal Services	Other	Total	
346	Water Capital Improvement	-	-	-	-	-	-	-
380	Issue II Projects Fund	676,000.00	-	676,000.00	-	-	-	676,000.00
381	Street Resurfacing Capital	195,000.00	-	195,000.00	-	-	-	195,000.00
382	Storm Sewer Capital Replacement	68,800.00	-	68,800.00	-	-	-	68,800.00
383	Street Reconstruction Capital	18,300.00	-	18,300.00	-	-	-	18,300.00
384	Black Top Resurfacing	-	-	-	-	-	-	-
385	Curbs and Alleys Capital	-	-	-	-	-	-	-
386	Federal Highway Administration	-	-	-	-	-	-	-
388	Computer/Electronic Capital Replacemen	390,000.00	227,300.00	617,300.00	-	181,000.00	181,000.00	436,300.00
389	Unanticipated Capital Contingencies	1,032,000.00	65,000.00	1,097,000.00	-	-	-	1,097,000.00
428	Special Assessment Projects	2,700.00	-	2,700.00	-	10,650.00	10,650.00	(7,950.00)
Total Capital Projects		4,609,200.00	813,100.00	5,422,300.00	-	509,938.00	509,938.00	4,912,362.00
Proprietary Funds								
Enterprise Funds								
513	Water	2,697,000.00	5,004,450.00	7,701,450.00	1,750,000.00	3,609,836.00	5,359,836.00	2,341,614.00
514	Sanitation	1,973,000.00	3,440,000.00	5,413,000.00	1,750,000.00	2,297,748.00	4,047,748.00	1,365,252.00
546	Water Capital Improvement	318,000.00	691,500.00	1,009,500.00	-	452,950.00	452,950.00	556,550.00
547	Airport	480,000.00	107,500.00	587,500.00	-	92,000.00	92,000.00	495,500.00
574	Recreation Center Administration	2,256,000.00	2,249,800.00	4,505,800.00	1,750,000.00	549,305.00	2,299,305.00	2,206,495.00
575	MCRC Capital	166,000.00	130,000.00	296,000.00	-	100,000.00	100,000.00	196,000.00
582	Stormwater Utility	52,100.00	-	52,100.00	-	-	-	52,100.00
Total Enterprise		7,942,100.00	11,623,250.00	19,565,350.00	5,250,000.00	7,101,839.00	12,351,839.00	7,213,511.00
Internal Service Funds								
616	125 Plan Fund	31,600.00	50,000.00	81,600.00	-	55,000.00	55,000.00	26,600.00
625	Payroll	69,100.00	17,000,000.00	17,069,100.00	-	15,942,000.00	15,942,000.00	1,127,100.00
637	Agency	160,000.00	352,150.00	512,150.00	-	358,100.00	358,100.00	154,050.00
676	Automotive Mechanics Revolving Fund	78,000.00	420,000.00	498,000.00	375,000.00	127,746.00	502,746.00	(4,746.00)
688	IT Fund	-	62,000.00	62,000.00	50,000.00	11,602.00	61,602.00	398.00
Total Internal Service		338,700.00	17,884,150.00	18,222,850.00	425,000.00	16,494,448.00	16,919,448.00	1,303,402.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2024	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2024
					Personal Services	Other	Total	
Fiduciary								
Trust and Agency Funds								
722	Water Meter Deposits	3,000.00		3,000.00		-		3,000.00
723	Developer Deposits	254,000.00	20,000.00	274,000.00		17,000.00	17,000.00	257,000.00
736	Friends of the Cemetery	4,100.00	750.00	4,850.00		-		4,850.00
739	Tricentennial Savings	6,500.00	200.00	6,700.00		-		6,700.00
741	Utility Deposit	140,000.00	35,000.00	175,000.00		30,000.00	30,000.00	145,000.00
743	Shade Tree Trust	10,900.00	250.00	11,150.00		-		11,150.00
819	Cemetery Endowment	12,600.00	100.00	12,700.00		1,500.00	1,500.00	11,200.00
820	Cemetery Investment	992,000.00	50,100.00	1,042,100.00		5,000.00	5,000.00	1,037,100.00
821	Cemetery Mausoleum	34,100.00	4,600.00	38,700.00		-		38,700.00
901	Unclaimed Monies	55,300.00	15,000.00	70,300.00				70,300.00
902	Bicentennial Committee	11,100.00		11,100.00				11,100.00
924	Law Library	31,600.00	70,000.00	101,600.00		65,000.00	65,000.00	36,600.00
938	Bld and Performance Bond	81,400.00	105,000.00	186,400.00		100,000.00	100,000.00	86,400.00
939	Ohio Board of Building Standards	20,800.00	15,000.00	35,800.00		14,500.00	14,500.00	21,300.00
975	Planning and Zoning Deposits	300.00		300.00		-		300.00
	Total Trust and Agency	1,657,700.00	316,000.00	1,973,700.00	-	233,000.00	233,000.00	1,740,700.00
	Total for Memorandum Only	50,548,100.00	47,666,827.00	98,214,927.00	12,965,000.00	33,568,489.00	46,531,989.00	51,682,938.00

City of Medina
General Obligation Debt Outstanding

Exhibit VI

Purpose of Issue	Authority for Outside	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount Outstanding	Amount Required	Amount Receivable from Other
							at 1-Jan-24	for Principal and Interest Jan 1, 2024-Dec 31, 2024	Sources to Meet Debt Payments Jan 1, 2024-Dec 31, 2024
Payable from Bond Retirement Fund:									
INSIDE 10 MILL LIMIT									
General Capital Improvement		11/28/2012	12/1/2032	165-12	S	variable	\$ 695,000.00	\$ 75,187.50	General Capital Improvement Fund
Water Improvement - Refunding		9/29/2021	12/1/2026	71-21	S	variable	\$ 1,105,000.00	\$ 385,700.00	Water Enterprise Fund
Water Improvement Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 445,000.00	\$ 67,250.00	Water Enterprise Fund
General Capital Improvement - Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 1,105,000.00	\$ 170,400.00	General Capital Improvement Fund
Street Improvement - Refunding		9/29/2021	12/1/2031	71-21	S	variable	\$ 4,415,000.00	\$ 597,850.00	Street Improvement Fund
Street Improvement		9/29/2021	12/1/2040	72-21	S	variable	\$ 7,045,000.00	\$ 541,250.00	Street Improvement Fund
TOTAL							\$ 14,710,000.00	\$ 1,837,637.50	

ORDINANCE NO. 116-23

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO TECHNOLOGY ENGINEERING GROUP, LLC FOR THE COURTHOUSE PARKING GARAGE LIGHTING PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the expenditure to Technology Engineering Group, LLC for the Courthouse Parking Garage Lighting Project is hereby authorized.

SEC. 2: That the funds to cover this expenditure, in the amount of \$60,909.20 (\$30,454.60 City share / \$30,454.60 County share) are available in Account No. 388-0714-53315.

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

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

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 117-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH UPTOWN THIRTEEN FIVE, LLC AND THE MEDINA CITY DEVELOPMENT CORPORATION FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS TO BE MADE BY THE CITY AND THE DEVELOPER, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the City of Medina, Uptown Thirteen Five, LLC and the Medina City Development Corporation pertaining to certain infrastructure improvements to be made by the City and the Developer, listed in Exhibit B.

SEC. 2: That Ordinance No. 73-23, passed April 10, 2023, is hereby repealed.

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

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this is only a name change of the LLC, and so the project can begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

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

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

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

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

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

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

invoice from its contractor for the cost of the sidewalk for the purpose of reimbursement to Company for the City's cost of the four (4)-foot wide sidewalk

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

c. Pay the cost of:

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

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

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

e. Install and maintain, at its cost, a community dumpster, pad, and enclosure located adjacent to the Parking Deck to serve Company's commercial and residential sub-tenants of the Project and to serve the commercial businesses that may be located on Permanent Parcel Nos. 028-19A-21-080, 028-19A-21-081, and 028-19A-21-082; the City will provide for the disposal of waste from the dumpster and the costs thereof will be divided equally among the various users of the dumpster and billed accordingly by the City; and the City agrees to jointly develop the specifications therefor with Architectural Design Studios of Medina, Ohio;

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

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

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

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

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

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

6. The rights and obligations of the parties hereunder and the interpretation of this MOU shall be governed by the laws of the State of Ohio. All disputes arising under this MOU

shall be resolved in the courts of Medina County, Ohio. The parties hereby consent to submit themselves to the jurisdiction of such courts.

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

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

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

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

City of Medina
An Ohio Municipal Corporation

By: _____
Dennis Hanwell, its Mayor

Medina City Development Corporation
An Ohio Non-Profit Corporation

By: _____

Name: _____

Title: _____

Uptown Thirteen Five, LLC
An Ohio Limited Liability Company

By: _____
Michael R. Rose, Member

Approved as to legal form and correctness:

Gregory A. Huber, Director of Law
City of Medina

STATE OF OHIO)
) ss:
MEDINA COUNTY)

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

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

NOTARY PUBLIC

STATE OF OHIO)
) ss:
MEDINA COUNTY)

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

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

NOTARY PUBLIC

STATE OF OHIO)
) ss:
MEDINA COUNTY)

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

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

NOTARY PUBLIC

EXHIBIT A



Cunningham & Associates, Inc.

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

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

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

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

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

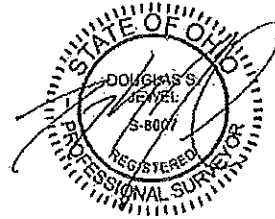


EXHIBIT B

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

ORDINANCE NO. 118-23

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
106-0101-53321	10,000.00
106-0101-53313	5,000.00
106-0101-52211	10,000.00

SEC. 2: That Ordinance No. 221-22, passed December 12, 2022, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
106-0101-50111	10,000.00
106-0101-50111	5,000.00
106-0101-50111	10,000.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 119-23

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

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

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the total cost of project, in the Engineer's estimated amount of \$1,481,704.00, is available as follows: \$740,852.00 (City share) in Account No. 574-0350-54412, for the City of Medina's share of costs for the Natatorium Repair Project at the Medina Community Recreation Center. (Shared cost with Medina City Schools)

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the project is ongoing and the schools need to be reimbursed for the city's share; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 120-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #27347 from Wintrow Construction for emergency repairs to the city railway and is authorized to open a purchase order to pay for these repairs.

SEC. 3: That the funds to cover this expenditure in the amount of \$6,574.54 are available in Account No. 145-0630-54411.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 121-23

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE PY22 CHIP LEAD ABATEMENT PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to file an application with the Ohio Development Services Agency for a PY22 CHIP Lead Abatement Program (CHIP-LAP) for the City of Medina.

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

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

SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant application is due July 26, 2023; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor