

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

August 28, 2023
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (July 10, 2023, July 26, 2023-Special)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Ord. 108-23. (3rd READING & passage)
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: Ord. 122-23, Ord. 123-23, Ord. 124-23, Res. 125-23, Ord. 126-23, Ord. 127-23, Ord. 128-23

Ord. 122-23
An Ordinance authorizing the expenditure of \$5,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for the Medina Meow Fix Trap Neuter and Release Program.

Ord. 123-23
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1154, Reagan Park Skatepark Rehabilitation.
(emergency clause requested)

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Ord. 124-23

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2023 Sidewalk Repair Program.
(emergency clause requested)

Res. 125-23

A Resolution authorizing the Mayor to file an application for grant assistance with the Ohio Public Works Commission (OPWC) for the Blake Avenue Reconstruction Project.
(emergency clause requested)

Ord. 126-23

An Ordinance amending Ordinance No. 40-23, passed February 27, 2023, relative to the 2023 Concrete Street Repair Project.
(emergency clause requested)

Ord. 127-23

An Ordinance authorizing the Mayor to enter into a Settlement Agreement and Release between the City of Medina and Access Information Management Corporation.

Ord. 128-23

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, July 10, 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 Mr. Shields, Council President Pro-Tem, 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, R. Haire, and J. Hazeltine. B. Lamb and J. Coyne were absent.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Chief Walters, Andrew Dutton, Joe Toth, Cindy Lastuka.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, June 26, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and passed by the yeas of J. Shields, D. Simpson, R. Haire, J. Hazeltine, and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Shields stated that after tonight's meeting Council is on break. The next regularly scheduled Finance meeting will be on August 28th, at 6:00 p.m.

Public Properties Committee: Mr. Shields stated there is a meeting 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 was absent.

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

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

Emerging Technologies Committee: Mr. Rose stated the Advisory Committee met last week to discuss the new City website. Be aware that soon in your water bill there will be some questions to answer as to what you would like to see on the City website.

Requests for Council Action:

Finance Committee

- 23-132-7/10 – Budget Amendments
- 23-133-7/10 – Then & Now – Wintrow Construction – Railroad Repair
- 23-134-7/10 – Account Number Change – P.O. #23-609
- 23-135-7/10 – Account Number Change – P.O. #23-610
- 23-136-7/10 – Account Number Change – P.O. #23-1075
- 23-137-7/10 – Bids, Job #1154 – Reagan Park Skatepark Rebab (ARPA Funds)
- 23-138-7/10 – Grant Application – Ohio Public Works Commission

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23-139-7/10 – Amend Ord. 40-23 – 2023 Concrete Repair
23-140-7/10 – Bids, 2023 Sidewalk Repair Program
23-141-7/10 – Grant Application – PY22 CHIP-LAP (Lead Abatement)

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- A. Farmer's Market on Public Square is every Saturday until October 7th from 9 a.m. – 1 p.m.
- B. Medina Community Band Concerts are held on the Public Square on Friday nights in June and July at 8:30 p.m., weather permitting.
- C. June 28th in Partnership with Purple Heart Homes, Owens Corning and Legacy Roofing provided a new roof to US Navy Veteran Melvin Fellhoelter on Shorewood Drive in Forest Meadows. Thanks for taking care of our veterans.
- D. The annual July Fourth Fireworks were at MHS/MCRC July 3rd at dark. The annual parade was held on the fourth, thanks to all who attended. God Bless Medina & America!
- E. Proclamations were given to Susan Fishbach, Erin Gross and Emily Pignato for lifesaving efforts at the Weymouth Rd. soccer game on May 31st for saving an 81-year old male watching his grandchild's game.

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, was absent.

Greg Huber, Law Department, had no report.

Joe Toth, LST Director, Joe stated through the month of June, the Life Support Team responded to 1, 737 calls for the City of Medina, and for all three entities they responded to a total of 2,631 calls.

Chief Kinney, Police Department, Chief Kinney spoke on the Flock Camera System that was installed over a year ago. The most two recent incidents they had were just last night/early Sunday morning, they got a LPR alert from one of the camera's for a stolen car that was out of Cleveland. They were able to apprehend the driver of a stolen vehicle and there were criminal tools that he possessed that is indicative of their intent to commit crimes in Medina. This fits the pattern of what they've had over the past three years where these groups come down from Cleveland, break into our houses, our cars, steal from our cars or steal the entire vehicle. We were very fortunate to get him into custody and prevent a future crime from being committed. A week prior to this, another incident they had that showed incredible success with the Flock cameras was Strongsville PD called us and informed us that they had a missing, endangered elderly person with dementia that had driven away from her house and family had no idea where she was. She had no cell phone and was just out aimlessly driving. Two of our Flock cameras picked up her and they were able to get her stopped and returned to her home in Strongsville safely. These two incidents show that it was a good investment for this system. These are just the two most recent incidences over the past year, we have recovered several stolen vehicles and cleared some serious felony warrants with

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the notification from this system.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, was absent.

Dan Gladish, Building Official, was absent.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, updated public that West Smith Road will be open the week of the Fair from Court Street to State Rd. They do have to close West Liberty State Route 18 at the railroad crossing just west of Medina Street for four days to replace that crossing.

Andrew Dutton, Planning and Community Development Director, Andrew stated they are working with their consultant Envision on the creation of a Multiuse Path Plan for the city and surrounding area. A second public meeting will be held here at City Hall on August 3rd at 6 p.m.

Notices, communications and petitions:

There were none.

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.

Mr. Huber stated that Pat Walker is noting an objection to movement of the law library and some possible reduction in the square footage of the library. Greg contacted attorney Mike Lyons who represents the county and asked him to schedule a meeting with the Law Library Board and the Law Library Association so that we can define what the changes are.

Mayor Hanwell stated that in addition to the Law Library, obviously the Board of County Commissioners are the owners of the building, so the lease is between them and the Law Library but will do what they can to assist with that.

The roof issues will be taken care of since the roof is still under warranty. Also having an engineer look at the pillars out front. The efficiencies and advantage of having all of the courts in one given location and sharing security entry points, sharing area to house prisoners, will pay dividends for both the city and the county by sharing the costs.

Introduction of Visitors:

There were none.

Introduction and consideration of ordinances and resolutions.

Mr. Simpson moved 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, seconded by Mr. Rose. The role was called and passed with the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 113-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 113-23, seconded by Mr. Rose. Cindy Lastuka stated this is a reoccurring grant that they get every July 1st through June 30th of every year. They were awarded \$406,000.00 and they need the emergency clause due to time restraints with the grant. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire. The roll was called and Ordinance/Resolution No. 113-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and J. Hazeltine.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 114-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 114-23, seconded by Mr. Rose. Cindy Lastuka stated they changed the part-time probation officer's salary. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, and P. Rose. The roll was called and Ordinance/Resolution No. 114-23 passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 115-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 115-23, seconded by Mr. Rose. Mr. Dirham stated this is the first up under the State's guidelines of our budget process. We are already working on our budgets. Emergency clause is needed because of time restraints. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 115-23 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire.

Ord. 116-23

An Ordinance authorizing the expenditure to Technology Engineering Group, LLC for the Courthouse Parking Garage Camera Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 116-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 116-23, seconded by Mr. Rose. Sgt. Zaremba stated

they are moving forward on the 50/50 split project on the parking garage with this being just one element of it. Emergency is needed due to needing this installed as soon as possible and not wanting a lapse of camera coverage any longer than it already has been, also the quotes are locked in only for 30 days. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 116-23 passed by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, and P. Rose.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 117-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 117-23, seconded by Mr. Rose. Mr. Dutton stated this is for infrastructure improvements for Liberty View Project. Mayor Hanwell stated this was already passed but the LLC name was changed and the emergency is needed for this reason. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 117-23 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Ord. 118-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 118-23, seconded by Mr. Rose. Mr. Dirham stated this is for transfers. The roll was called and Ordinance/Resolution No. 118-23 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 119-23, seconded by Mr. Rose. Mayor stated on behalf of Jansen Wehrley this ordinance authorizes the expenditure of \$740,852.00 payable to the Medina City Schools for the 50% city share. The recreation center is using carryforward funds and the capital improvement funds to complete this project. Mr. Shields will abstain from voting due to conflict of interest. The roll was called and Ordinance/Resolution No. 119-23 passed by the yea votes of D. Simpson, R. Haire, J. Hazeltine, and P. Rose. J. Shields abstained.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 120-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 120-23, seconded by Mr. Rose.

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Mr. Dirham stated this is to pay for an unplanned repair to the railroad, and the emergency is because the repair has already been done and they need to pay the vendor for the repair. The roll was called on adding the emergency clause and was approved by the yeas votes of D. Simpson, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 120-23 passed by the yeas votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 121-23, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 121-23, seconded by Mr. Rose. Mr. Dutton stated the City of Medina in partnership with the City of Brunswick were awarded a \$700,000.00 of CHIP funding in late 2022 and this is in addition to that. Emergency clause is requested because the obligation is due later this month. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, and R. Haire. The roll was called and Ordinance/Resolution No. 121-23 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, R. Haire, and J. Hazeltine.

Council Comments

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

Mr. Rose reminded all that there is a special election in August and the State of Ohio is one of 17 states that allow residents to vote on amendments to the constitution. United States Constitution takes 2/3 of congress to get it moved out to the states and 2/3 of the states to approve any changes. Please remember to vote.

Ms. Haire participated in the July 4th parade the other day, she was pleased to see so many members of our community out there and quite impressed by our youth that attended as well.

Mr. Shields stated Council will be on vacation until August 28th.

Adjournment

There being no further business, the meeting adjourned at 8:07 p.m.

Kathy Patton, Clerk of Council

Jim Shields, President of Council Pro-Tem

MEDINA CITY COUNCIL

Wednesday, July 26, 2023 – Special Council Meeting

Opening:

Medina City Council met in special open session on Wednesday, July 26th. The meeting was called to order at 5:00 p.m. by President of Council John Coyne III.

Roll Call:

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

Discussion: Unpaid Utility Accounts

John Coyne spoke of the history of our Utilities and how this arose. The Finance Department provides the bills. With the water accounts, normally every year we look at unpaid accounts and there are various reasons why there would be an unpaid account. Every year by ordinance it is required by the Finance Director, Keith Dirham to certify the unpaid assessments. Certified means that unlike electric and unlike natural gas, water runs with the land which means if there is an unpaid water bill it is not against you personally it is against your property. Once you sign up for a water account you have an obligation to pay those bills. The certification is a little different, it is a letter you receive that if you don't pay the bill a lien of record, meaning the county auditor and recorders office will show on your tax duplicate that you have an assessment filed against your property. If an individual tried to sell their house that lien would show up, a public record.

That doesn't absolve everybody, usually when they purchase properties whether it be a landlord or individual, they usually have to call the city, and as a real estate lawyer what generally happens is that you hire a broker, and you get a title company and these professionals tell you these rules and he feels this did not happen in some of these cases. Pretty standard that the title company will withhold \$200 - \$250 for unpaid water bills. It's up to the Broker, title company and ultimately the buyer to call the city and ask if there are any unpaid water bills on this property.

There are two questions here, we have a problem in the past that we are here trying to solve today, and then we have a problem going forward solving it so it doesn't happen again.

Hopefully Keith Dirham, the Finance Director will certify every year going forward.

John feels he will put in an RCA for this also saying if there is any water account open within the city no water account will be opened unless all prior bills have been paid in full. John feels in the long run that will protect everybody.

The certification from the Finance Department that Keith Dirham is responsible for that went out should go out every year and it did not. The last time it went out was in 2013, so ten years where nobody received a letter. That is the frustrating part! This shouldn't happen, that is not something that should have occurred.

So, what do we do about this? There is a fairness issue that we as council have to decide and the seven of us on council have different opinions on how this should be handled.

Mr. Coyne stated his proposal would be generally that we understand these bills are frustrating, the water was used and maybe not by the current property owner so, who didn't check with the city to see if there was an outstanding water bill? If there are penalties and interests he proposes they waive the penalties and interest on all these bills, and feels people should have a year to pay them.

Dennie Simpson acknowledged the Finance Department and knows they do a phenomenal job. Ultimately, he feels the city is responsible for this mistake. Dennie understands this affects all

city tax payers and he does take that into consideration. Dennie would like to see if we can locate the rightful property owners responsible for the unpaid water bill and send them the certified letter. Dennie would like to see the city recoup as much as possible from the people that actually used the water. Mr. Simpson would be in favor of waiving the bills for the property owners that did not live at the property when the water bill occurred.

Regi Haire stated she has owned many properties in her past and she was made aware every time that she was responsible for the water bill stating she was fortunate and had good representation that informed her. Her feelings are if they waive what is owed and per this report it is \$34,000.00 plus. Regi does not want to waive the water portion of the bill because that is money that has been paid by the city as it was consumed. She has paid her water bills as well as thousands of other people in the city that have paid theirs. If we waive that money, that is money that is taken away from the city that we can use for other things. What she is in agreement of doing is waiving all fees and penalties and just asking for water portion of the bill with term of payment.

Jessica Hazeltine stated that the amount due in total for all these delinquent bills are \$34,858.09. Jessica feels we could give a partial credit back to the people that did pay when the bill wasn't their fault, maybe a percentage. This was our fault.

Mr. Coyne reiterated It is not our fault, it is Keith Dirham's fault, he is an elected official. Mr. Coyne stated when you buy a house you are obligated to check if there is an outstanding water bill.

Jess stated looking at the numbers why can't our city afford to give our citizens \$35,000.00 out of our entire budget with how big it is, we are very fiscally secure to give that amount.

Jessica stated the mistake is on the city, those people elected Keith Dirham with the expectation that he would operate the Finance Department like expected, why did it take 10 years for those notices to go out?

Mr. Huber stated the answer to that question is he got a letter from an attorney that he knows complaining about a past due bill that was 8 years ago, and advised us that he never received a notice of any bill due at all and he is a landlord. When Greg went through the paperwork that Keith Dirham provided him, there was no way of knowing if he did or didn't actually receive a notice. It was a couple hundred dollars and went to the Board of Control and it was waived. At that point Greg asked Jenny in the Finance department why wasn't this certified. Greg stated when he started as the Law Director under Jane, they were certifying every year. Jenny stated they haven't certified these since 2013. Greg looked at the ordinance and it states you shall certify and so he went in to see Keith Dirham about this stating this is mandatory, it's not discretionary, you have to do this every year. From what he understands every year Veneta would ask Keith if they were certifying them and was told by Keith no they were not certifying them this year. You'll have to ask Keith why he came to that conclusion he never talked to Greg about it. The previous ten years had been done, and he doesn't know even up to this day why it was stopped.

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Keith Dirham stated that when he first came into this office he had to catch up on certifications because they were behind. His understanding of this law was that he was not required to do them annually. Keith stated it is on him and it should never have got this far behind as it got. Greg has informed him that he has to do this every year and going forward they most certainly will.

Mr. Lamb stated there are a lot of laws in the ordinance book and he can guarantee you that everybody on council and all administration does the very best they can to try to comply with those things that are required by law but there is no way you cannot sometimes not comply. It's easy to blame the finance director but council holds the purse strings here, we are responsible for a lot. None of us on council have ever asked if water bills were being assessed? You can't ignore this and we can't just pass it along. Instead of laying blame if we can refund something in a way that won't be too costly. From now on make sure we certify every year.

Paul Rose stated Bill brought up a good question, did any of us on council make sure these were being certified? No, we didn't, but every year we write a very big check to REA and Associates or the Auditor's Office to audit our books and not once did the auditors come to us to tell us this was happening.

Greg Huber noted there is no statute of limitations, it's a water lien/water used, owed to the tax payer. The only entity that can waive that would be the Council. The Law Director, Mayor and Finance Director can not do it.

Paul agrees with John that we need to set up a process that the water doesn't switch to the new account until the previous account is settled. Paul feels most of the problem falls to the closing company on these accounts. Mr. Rose is in favor of Mr. Coyne's proposal in waiving any interest and penalties and give up to 12 months to pay the water balance due, also giving the bill payers any and all help possible to go after the closing companies.

Mr. Shields stated obviously something broke down in all these situations where you received a bill, but one of the other big break downs was on the city end. Jim is noting if 20% is taken off for penalties and fees we are down to about \$28,000.00. It's a legal side verses the commonsense side.

Mr. Coyne noted that if 4 members of council want to waive are you willing to reimburse the people who already paid? It's \$5,423.60 that has been paid so far. The original amount was \$40,000.00 which brings us to \$33,000.00 still owed.

Jessica noted in response to Paul's comment, that the Audit company can only audit after we give them the information and tell them what they need to look for. They are not responsible to make sure that we are complying with any and all ordinances.

Mr. Shields thanked the Finance Department, stating he knows this has not been easy on any of them and handled a ton of calls from people that were angry and upset.

Mr. Shields moved that from 2013 to 2021 Council will waive the payment, the interest, the

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penalties and anybody in that time period who received a letter that has already paid they will be reimbursed, seconded by Mr. Simpson. Motion passed with the yea votes of J. Hazeltine, B. Lamb, J. Shields, and D. Simpson.

Mr. Coyne stated the next thing to happen is he will put in a Request for Council Action in to change the law in Medina mandating that no account can be opened unless and until the previous owner pays. They are not going to wait the 30 days. No new account will be opened until the old bill is paid.

Keith is concerned about the final reading on bills and how the timeline won't match up.

Veneta Bassman, Utility Billing Clerk for the City of Medina for the last 30 years. Commended everyone who showed up tonight and is requesting they further move along rather than belabor how we are going to rectify this situation as she believes there will be some nuances that all of council would need to be aware of from the perspective of Service and Finance Departments.

There being no further business before council, the meeting adjourned at 6:10 p.m.

Kathy Patton, Clerk of Council

John M. 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 – June 26, 2023

2nd Reading – July 10, 2023

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 County intends to continue to provide space, as required by the Ohio Revised Code, for the Medina County Law Library Resources Board to house the Medina County Law Library, in roughly the configuration called out on Exhibit A/B as such, and the space afforded for this purpose shall not be 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

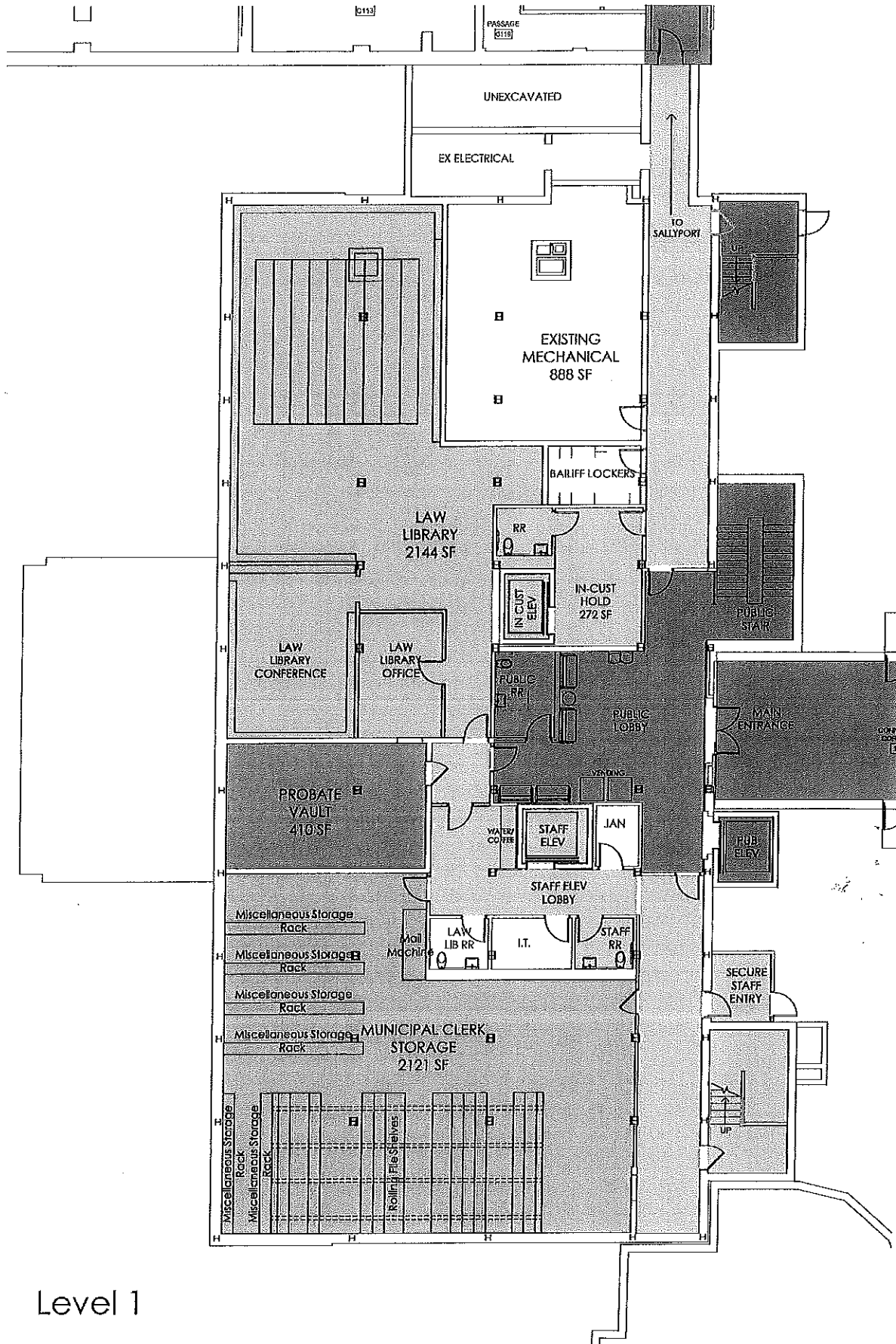
FISCAL OFFICER'S CERTIFICATE

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.

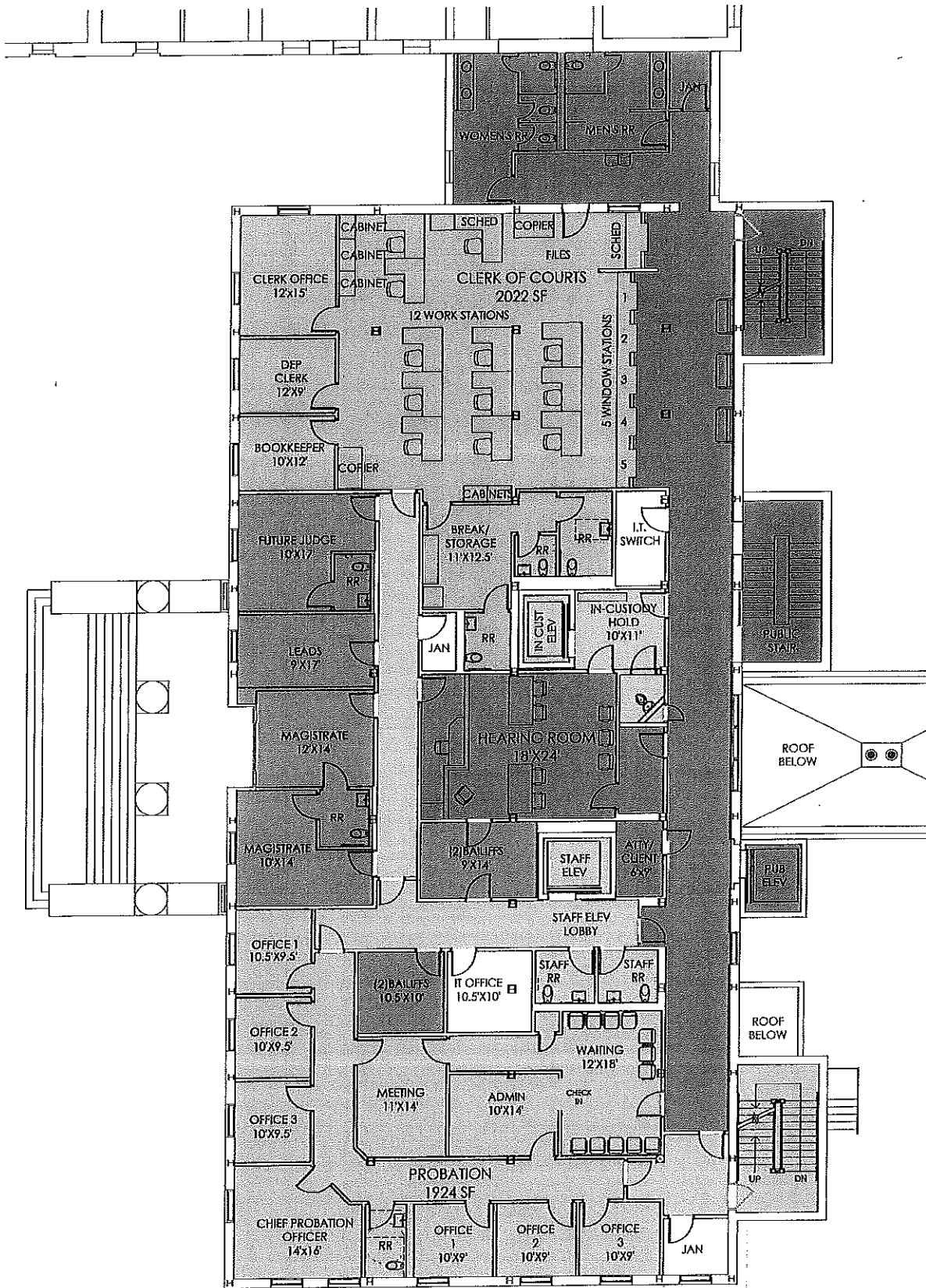
Date: _____, 202_

KEITH DIRHAM, Director of Finance
City of Medina, Ohio

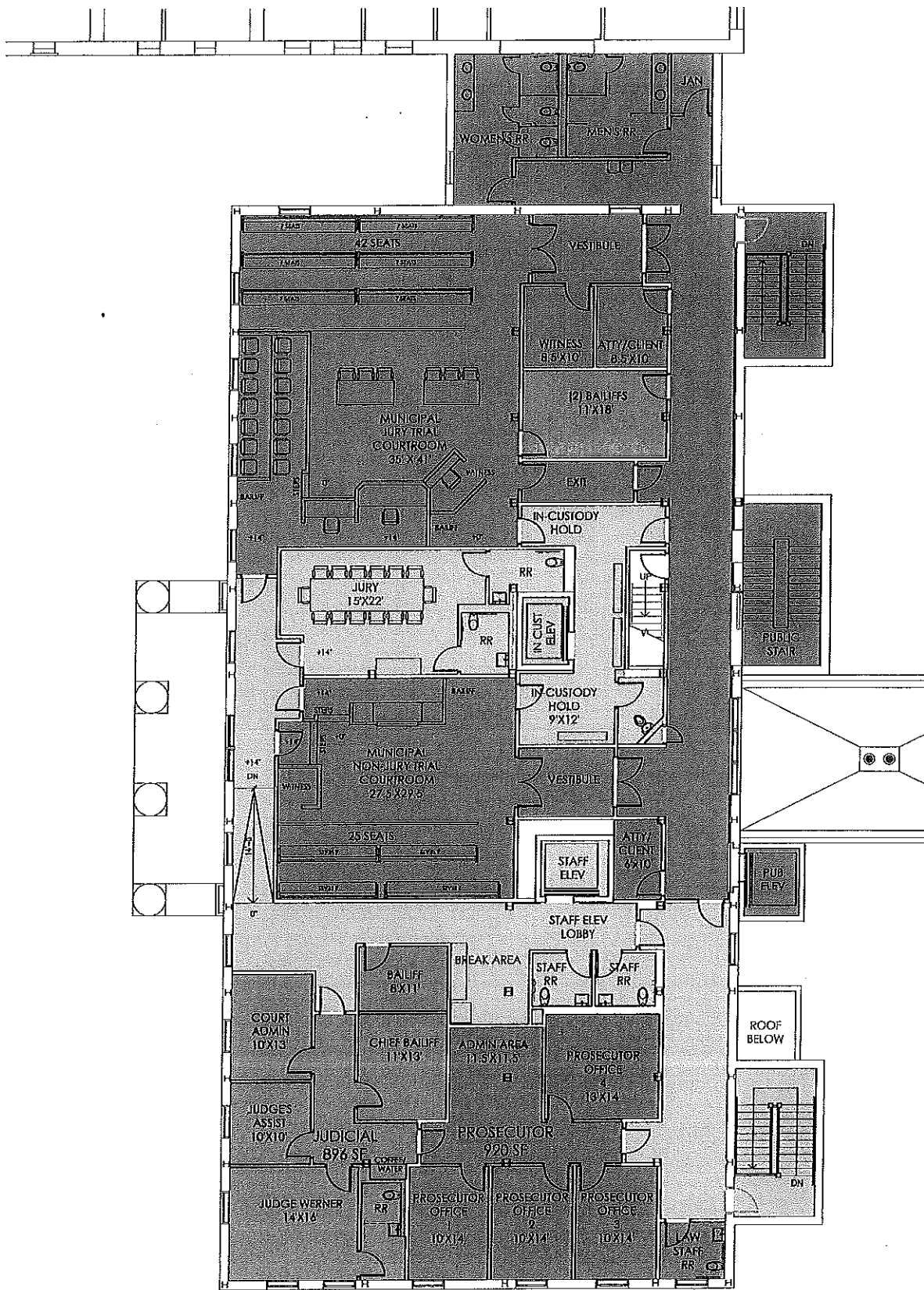
ORD. 108-23



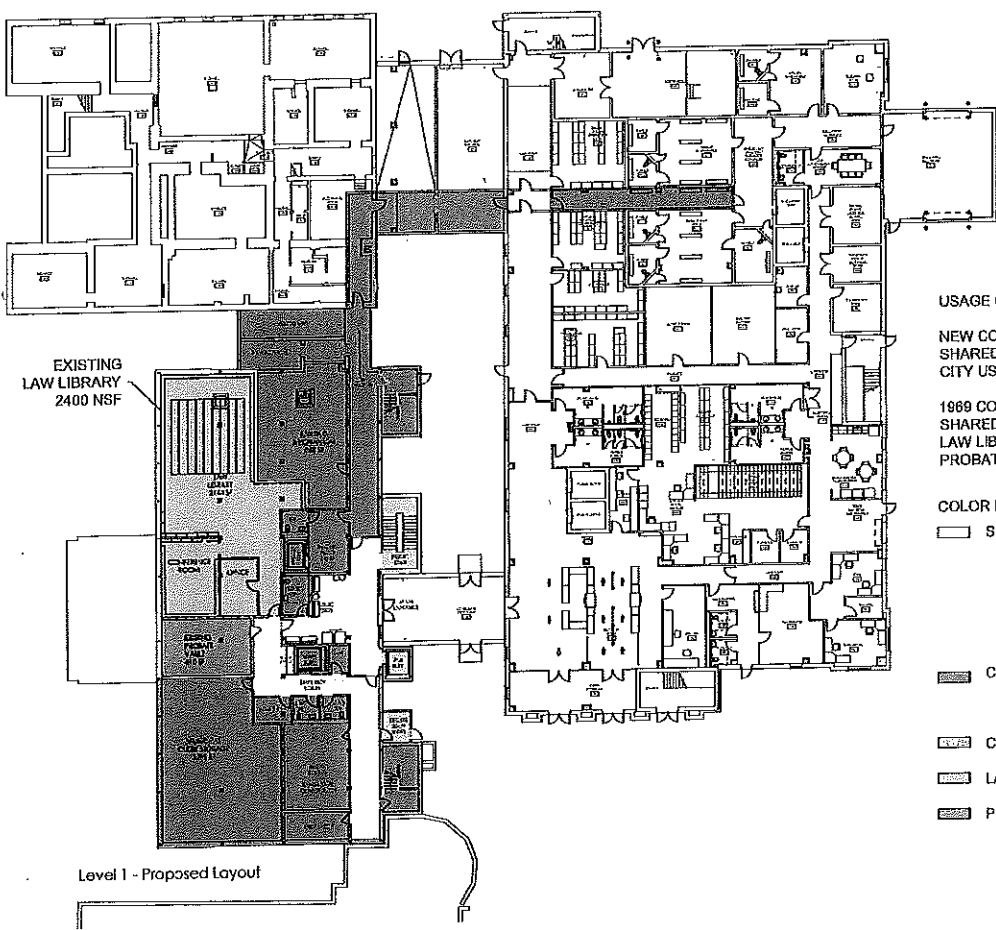
Level 1



Level 2



Level 3



EXISTING
LAW LIBRARY
2400 NSF

Level 1 - Proposed Layout

EXISTING 1989 BUILDING GSF:
FIRST FLOOR 1989: 9,023 GSF
FIRST FLOOR ANNEX: 639 GSF

SECOND FLOOR 1989: 9,023 GSF
SECOND FLOOR ANNEX: 639 GSF

THIRD FLOOR 1989: 9,023 GSF
THIRD FLOOR ANNEX: 639 GSF

PENTHOUSE: 1,790 GSF

TOTAL: 30,776 GSF

USAGE CALCULATIONS:

NEW COURTHOUSE 111,905 GSF
SHARED COMMON AREAS 9,127 GSF
CITY USE ONLY 1,789 GSF

1989 COURTHOUSE 30,776 GSF
SHARED COMMON AREAS 1,285 GSF
LAW LIBRARY AREA 2,144 NSF
PROBATE VAULT 410 NSF

COLOR LEGEND

- SHARED AREAS
 PUBLIC ENTRY NEW BLDG: 4,113 GSF
 PUBLIC ENTRY 1989 BLDG: 605 NSF
 1989 STAFF CORRIDOR: 680 NSF
 SALLYPORT/HOLD AREAS: 4,425 GSF
 SERVER ROOM: 406 NSF
 IT DEMARK ROOM: 183 NSF
- CITY USE ONLY
 IN-CUSTODY CORRIDOR: 1,090 GSF
 FIRST FLOOR 1989 BUILDING: 7,108 GSF
- CITY - 1989 NEW CONSTRUCTION: 400 GSF
- LAW LIBRARY: 2,144 NSF
- PROBATE VAULT: 410 NSF

ORDINANCE NO. 122-23

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$5,000.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR THE MEDINA MEOW FIX TRAP NEUTER AND RELEASE PROGRAM.

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

SEC. 1: That the expenditure of \$5,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for the Medina Meow Fix (501c3) Trap, Neuter and Release Program, is hereby authorized.

SEC. 2: That the monies being expended allow for a ten percent (10%) administration fee to be paid to the Medina County Society for the Prevention of Cruelty to Animals (SPCA).

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 the funds to cover this expenditure, in the amount of \$5,000.00, are available in Account No. 001-0707-52215.

SEC. 5: 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. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 123-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR JOB #1154, REAGAN PARK SKATEPARK REHABILITATION, 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 advertise for competitive bids and to award a contract to the successful bidder for Job #1154, Reagan Park Skatepark Rehabilitation Project, in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$120,000.00, is available as follows \$36,134.55 in Account No. 171-0301-54411 (ARPA Fund) and \$83,865.45 in Account No. 104-0301-54411.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this project needs to be completed in 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

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 124-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2023 SIDEWALK REPAIR PROGRAM, 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 advertise for competitive bids and to award a contract to the successful bidder for the 2023 Sidewalk Repair Program, in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$50,000.00, is available in Account No. 108-0610-54414.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to put this project in motion 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

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 125-23

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE BLAKE AVENUE RECONSTRUCTION PROJECT, 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 for grant assistance with the Ohio Public Works Commission (OPWC) for the Blake Avenue Reconstruction Project.

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 application deadline is September 7, 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

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 126-23

**AN ORDINANCE AMENDING ORDINANCE NO. 40-23,
PASSED FEBRUARY 27, 2023, RELATIVE TO THE 2023
CONCRETE STREET REPAIR PROJECT, AND DECLARING
AN EMERGENCY.**

WHEREAS: Ordinance No. 40-23, passed February 27, 2023, authorized soliciting bids for the 2023 Concrete Street Repair Project, in accordance with plans and specifications on file in the office of the Mayor, and;

WHEREAS: Medina City Schools has asked the city to include removal and replacement of a portion of their driveway to AI Root Middle School when we are completing work in this area, which they will then reimburse to the city.

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

SEC. 1: That Ordinance No. 82-22, passed April 25, 2022 is hereby amended to reflect the increase to the amount authorized by \$60,000.00, thus increasing the amount authorized from \$650,000 to \$710,000.00

SEC. 2: That the increase, in the amount of \$60,000.00, is available as follows: **\$32,000 in Account No. 108-0610-54414 and \$28,000 in Account No. 513-0533-54414.**

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason, to execute the contract as soon as possible and the contractor can begin acquiring project materials; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 127-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MEDINA AND ACCESS INFORMATION MANAGEMENT CORPORATION, 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 enter into a Settlement Agreement and Release between the City of Medina and Access Information Management Corporation, f/k/a Retrievox, Inc., a Massachusetts corporation.
- SEC. 2:** That a copy of the Settlement Agreement and Release is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite this agreement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

SETTLEMENT AGREEMENT AND RELEASE

ORD. 127-23
EXH. A

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made by and between City of Medina, a municipal corporation located in Medina County, Ohio (the “Releasing Party”) and Access Information Management Corporation, f/k/a Retrievevex, Inc., a Massachusetts corporation (“Access”) (Access and the Releasing Party each individually referred to as a “Party” and collectively referred to as the “Parties”) and shall become effective immediately following execution by all Parties (“Effective Date”).

RECITALS

WHEREAS, Access and Releasing Party are parties to an agreement for the hardcopy storage of documents and records and related services;

WHEREAS, Releasing Party filed a Complaint against Access in the Medina County Court of Common Pleas on or about September 8, 2022, captioned *City of Medina v. Retrievevex, Inc. nka Access Information Management Corporation, et al.*, Case No. 22-CIV-0721 (the “Litigation”). Among other allegations, Releasing Party alleged that Access breached its obligations associated with the return of hardcopy storage documents belonging to Releasing Party;

WHEREAS, one of the disputed issues in the Litigation was whether the Parties’ relationship was governed by a service agreement entered into on or about May 31, 2005 between Access’s predecessor (the “MSA”) attached as Ex. A to the Complaint and/or the “Access Service Terms and Conditions” attached as Ex. B to the Complaint;

WHEREAS, Access requested from Releasing Party \$2,500 in retrieval costs and delivery costs (together, the “Requested Payments”) upon Releasing Party’s request for the return of its inventory in storage and termination of the Parties’ business and contractual relationship, except

with regard to the ongoing relationship between the City of Medina Municipal Court and Access where its records are currently being stored at the Access facility in Brecksville, Ohio;

WHEREAS, Access denies the allegations and claims asserted in the Litigation and that it breached any obligations owed to Releasing Party;

WHEREAS, Releasing Party disputes the costs and total of the Requested Payments and Access' relocation of storage materials outside of Medina, Ohio;

WHEREAS, during the Litigation and prior to entering into this Agreement, Access made multiple deliveries of boxes of hardcopy storage documents belonging to Releasing Party to Releasing Party pursuant to its delivery instructions, including approximately 19 pallets of boxes of hardcopy storage documents delivered by Access to Releasing Party on or about February 17, 2023 and approximately 620 boxes of hardcopy storage documents delivered by Access to Releasing Party in April 2023.

WHEREAS, on June 13, 2023, Access informed Releasing Party that it had determined that it is unable to locate additional boxes belonging to Releasing Party that Releasing Party believes were provided to Access and have not yet been returned;

WHEREAS, the Parties wish to enter into this Agreement to settle and resolve all rights, claims, defenses, and demands that exist or may exist between them relating to the Litigation, the MSA, the Access Service Terms and Conditions, and the Parties' business relationship, and to avoid the risks and expenses of further disputes and litigation;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **Access agreement to waive the Requested Payment.** In consideration for the covenants exchanged through this Agreement, Access agrees to waive the Requested Payment for retrieval costs and delivery costs.

2. **Release.** In consideration for the covenants exchanged through this Agreement, including the consideration set forth in Section 1, Releasing Party hereby remises, releases and forever discharges Access, its servants, employees, agents, partners, investors, attorneys, representatives, officers and directors, affiliates, and subsidiaries, past and present, and their heirs, executors, administrators, estates, legal representatives, attorneys, agents, employees, predecessors, successors, and assigns (collectively referred to as the "Released Access Entities") from and against any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs) of every kind or nature, whether known or unknown, asserted or non-asserted, that Releasing Party now has, owns, holds, or claims to have, own, or hold, or may have had, owned, or held, or may in the future claim have, own, or hold against the Released Access Entities, from the beginning of the world to the Effective Date, arising out of, by reason of, or in any manner connected with the Litigation, the MSA, the Access Service Terms and Conditions, or the Parties' business relationship, excluding, however, those claims that may arise and relate to Access's provision of services to the Medina Municipal Court out of its Brecksville, Ohio location.

3. **Access agreement to return boxes belonging to Releasing Party if discovered after the Effective Date.** As further consideration for the covenants exchanged through this Agreement, to the extent additional boxes belonging to Releasing Party are located by Access, Access agrees to retrieve and deliver them to Releasing Party without charge. In the event that additional boxes belonging to Releasing Party are located in Access's warehouses in the future, Releasing Party directs Access to contact Medina Law Director Greg Huber at (330) 722-5300 and gghuber@medinaoh.org to coordinate the delivery instructions.

4. **Business and contractual relationship.** The Parties have agreed to terminate their business and contractual relationship through this Agreement, except as to the ongoing relationship between the City of Medina Municipal Court and Access where its records are currently being stored at the Access facility in Brecksville, Ohio which shall not be affected by this Agreement.

5. **Confidentiality.** The City of Medina agrees to keep the terms of this Agreement confidential, and to not disclose the terms to any third person, except: (a) to individuals at the City of Medina involved in the approval and/or execution of this Agreement; (b) in response to public records requests; or (c) as otherwise required by law or pursuant to a court order.

6. **Dismissal of action.** Within five business days of the Effective Date, Releasing Party shall dismiss the Litigation with prejudice and file any other pleadings necessary to promptly effectuate the dismissal. In addition to expressly indicating that the dismissal is with prejudice, the dismissal shall indicate that the Parties are to bear their own costs, attorney fees, and expenses.

6. **Non-disparagement.** Releasing Party agrees that, unless required to do so by legal process, its officers and directors will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the Released Access Entities. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the entity, product or person to which the communication relates.

7. **New or different facts.** It is understood by the Parties that there is a risk that subsequent to the execution of this Agreement, a Party or its attorneys may thereafter discover facts different from or in addition to the facts which the Party or its counsel now know or believe

to be true, or that the loss or damages presently known may be or become greater than the Agreement to apply thereto, and it is the intention of the Parties to hereby fully, finally and forever settle and release any and all claims, disputes and differences which do now exist, may exist or heretofore have existed between them.

8. **Entire agreement.** This Agreement constitutes the entire agreement by and between the Parties with regard to the subject matter set forth herein and supersedes all prior and contemporaneous agreements, understandings and representations between or among the Parties, oral or written, concerning the subject matter hereof. No representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement has been made by any Party concerning such subject matter, no Party has relied upon any representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement concerning such subject matter, and no Party shall be bound by any purported representation, promise, condition, inducement or statement of intention, express or implied, that is not set forth in this Agreement concerning such subject matter.

9. **Reliance on counsel.** In entering into this Agreement, the Parties represent that they have completely read the terms of this Agreement and have had the opportunity to inquire of their attorneys about these terms, and that those terms are fully understood and voluntarily accepted by the Parties.

10. **Agreement as contract.** The terms of this Agreement are contractual, not a mere recital, and are the result of negotiation among the Parties.

11. **Signatory authority.** Each person executing this Agreement represents and warrants that he or she has taken all actions and obtained all authorizations, consents and approvals as are required with respect to this Agreement and/or his or her authority to execute the same.

12. **No admission of liability.** The Parties agree this Agreement constitutes the settlement or compromise of disputed claims, and that it is not to be construed as an admission of liability by any signatory. Access specifically disclaims and denies: (a) any liability to the Releasing Party; and (b) engaging in any wrongful, tortious, or unlawful activity.

13. **Interpretation.** If any provision herein is held to be invalid or unenforceable for any reason, it shall be severed therefrom, and the remaining provisions shall remain in effect. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

14. **Legally binding.** All of the terms and provisions of this Agreement shall be operative and binding upon the Parties upon execution hereof and upon and inure to the benefit of, and be enforceable by, the Parties and their respective heirs, administrators, executors, estates, legal representatives, successors and assigns.

15. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which, when so executed and delivered, shall be and constitute an original and one and the same document. The Parties agree that a facsimile or a scanned and e-mailed copy of this Agreement will be treated as an original for all purposes.

Signature Page to Follow

*Signature Page for Settlement Agreement and Release by and between
Access Information Management Corporation and City of Medina*

WITNESS MY HAND AND SEAL this _____ day of July, 2023

City of Medina

By: _____
Name: *Dennis Harwell*
Title: *Mayor*

WITNESS MY HAND AND SEAL this _____ day of July, 2023

Access Information Management Corporation

By: _____
Name: Fred Arens
Title: Assistant General Counsel

ORDINANCE NO. 128-23

**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>
388-0714-53315 (Computer Cap)	5,800.00 *
104-0301-53315	4,497.68 *
104-0301-53313	150.00 *
428-0201-52215 (Weeds)	7,000.00 *
574-0303-50111	40,000.00
574-0303-51121	5,600.00
574-0303-51123	1,200.00
574-0303-51126	1,200.00
574-0303-52212	3,000.00
574-0303-53312	10,000.00
574-0303-53315	8,000.00
574-0303-53321	2,000.00
574-0303-53322	4,000.00
104-0301-52215 (Donation for Fireworks)	2,500.00 *
104-0301-52215 (Donation for Fireworks)	2,500.00 *

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>
574-0356-50111	40,000.00
574-0356-51121	5,600.00
574-0356-51123	1,200.00
574-0356-51126	1,200.00
574 (Carryforward)	3,000.00
574 (Carryforward)	10,000.00
574 (Carryforward)	8,000.00
574 (Carryforward)	2,000.00
574 (Carryforward)	4,000.00

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