

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

October 11, 2022 (TUESDAY)
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September 26, 2022)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the TREX transfer of a D1, D2, D3, and D6 permit from Sweet Carrot Grandview, LLC dba Sweet Carrot & Patio, 1417 W. 5th Ave., Columbus Ohio to Pickleback LLC, 220 N. State Street, Medina, Ohio.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 181-22, Ord. 182-22, Res. 183-22, Ord. 184-22, Ord. 185-22, Res. 186-22, Ord. 187-22, Ord. 188-22, Ord. 189-22, Ord. 190-22, Ord. 191-22, Ord. 192-22, Ord. 193-22, Ord. 194-22, Ord. 195-22, Ord. 196-22, Ord. 197-22

Res. 181-22

A Resolution congratulating Veterans' Treatment Court Valor Court Graduates.

Ord. 182-22

An Ordinance amending Section 505.07 (a) of the Codified Ordinances of the City of Medina, Ohio relative to Cruelty to Animals Generally.

Res. 183-22

A Resolution authorizing the filing of a grant application to the Office of Criminal Justice Services, State of Ohio for the 2022 Body Worn Camera Grant Program for the Police Department.
(emergency clause requested)

Ord. 184-22

An Ordinance authorizing the Mayor to enter into a Master Services Agreement with the Medina Port Authority for Fiber Transport Services.
(emergency clause requested)

Ord. 185-22

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with South Court LLC for fencing and stairs and City Owned Parking Lot #4 (Feckley Lot).
(emergency clause requested)

Res. 186-22

A Resolution supporting Western Creek Conservancy's Clean Ohio Green Space Conservation Program application for the Champion Creek Connector Project.
(emergency clause requested)

Ord. 187-22

An Ordinance authorizing the increase of the expenditure to Kokosing Materials for the Service Department.

Ord. 188-22

An Ordinance authorizing the Mayor to enter into a Storm Water Operation and Maintenance Agreement between the City of Medina, Ohio and Taco Bell of America, LLC.

Ord. 189-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Fire Station #1 Parking Lot Replacement Project.

Ord. 190-22

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the City Railroad Drainage and Cross Improvements Project.

Ord. 191-22

An Ordinance authorizing the Mayor to accept one (1) Easement necessary for the Gates Mills Bridge Replacement Project.
(emergency clause requested)

Ord. 192-22

An Ordinance authorizing the increase of the expenditure to Wintrow Construction for the emergency repair to the City Rail Line.
(emergency clause requested)

Ord. 193-22

An Ordinance authorizing the donation of \$2,000.00 to Farmers & Hunters Feeding the Hungry for the year 2022.

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Ord. 194-22

An Ordinance authorizing the Mayor to enter into grant agreements with local businesses pertaining to the Economic Development Department's Small Business Workforce Assistance Grant Program.

Ord. 195-22

An Ordinance authorizing the expenditure of \$70,000.00 to the Medina Metropolitan Housing Authority (MMHA) to assist with Permanent Supportive Housing being construction in the City of Medina, Ohio.

Ord. 196-22

An Ordinance to amend the Codified Ordinances of the City of Medina, Ohio by amending Sections 1137.02 and 1137.04 of Part 11 – Planning and Zoning Code.

Ord. 197-22

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, September 26, 2022

Public Hearing

To consider amending Sections 1137.02 and 1137.04 of the Planning and zoning Code regulating Principally Permitted Uses and Conditionally Permitted Uses in the C-3 (General Commercial) zoning district.

The proposed amendment removes “Wholesale Establishment” from Principally Permitted Uses allowed in Section 1137.02. The amendment also adds Wholesale Establishments as a Conditionally Permitted Use when smaller than 10,000 sq. ft. in size in Section 1137.04.

Mr. Dutton stated this use is permitted in the industrial districts. This requires a wholesale establishment in the C-3 district to receive conditional use approval from the Planning Commission and be smaller than 10,000 sq. ft.

No one spoke against the proposed amendments.

Public hearing closed at 7:30 p.m.

Call to Order:

Medina City Council met in regular session on Monday, September 26, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President Pro-Tem Jim Shields who led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Acting Mayor – John Coyne, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Police Chief Kinney, Fire Chief Walters, Andrew Dutton, Kimberly Marshall, Jansen Wehrley and Dan Gladish.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, September, 12, 2022, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and the motion passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening’s Council meeting and will meet again on Tuesday, October 11, 2022.

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

Public Properties Committee: Mr. Shields had no report but stated he and Jansen Wehrley are working on an October date to have a meeting for public properties.

Special Legislation Committee: Mr. Lamb had no report.

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

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

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 22-207-9/26 – Budget Amendments
- 22-208-9/26 – Amend Code Sec. 505.07 – Cruelty to Animals Generally (a)
- 22-209-9/26 – Grant Application – Body-Worn Cameras - Police
- 22-210-9/26 – Master Services Agreement w/ Medina County Port Authority – Fiber Circuit
- 22-211-9/26 – Revocable Use Permit – Fencing & Stairs on City Parking Lot Property
- 22-212-9/26 – ARPA Funding for Permanent Supportive Housing Approval
- 22-213-9/26 – Donation to Farmers and Hunters Feeding the Hungry
- 22-214-9/26 – Resolution of Support – Champion Creek Connector Project
- 22-215-9/26 – Increase Exp. – Kokosing P.O. 2022-689 – Service Dept.
- 22-216-9/26 – Storm Water Operation and Maintenance Agreement – Taco Bell
- 22-217-9/26 – Bids, Job #1124: Fire Station #1 Parking Lot Replacement
- 22-218-9/26 – Bids, Job #1097: City Railroad Drainage & Crossing Improvements
- 22-219-9/26 – Easements – Gates Mills Bridge Replacement
- 22-220-9/26 – Increase P.O. #2022-1083, Emergency Railroad Repair
- 22-221-9/26 – ARPA – Approve Small Business Workforce Assistance Grants
- 22-222-9/26 – Increase P.O. #22-1077 to \$24,000 – Fire Dept.
- 22-223-9/26 – Amend S&B Code, Chief Building Official Compensation

Reports of Municipal Officers

John Coyne III, Acting Mayor – Stated Council is doing a heck of a job for the city. John thanked the department heads, they had a department head meeting to discuss some issues as it relates to council and there was some good info that he will pass it on as they move through some of these ordinances and resolutions from the finance committee coming up.

Keith Dirham, Finance Director, stated there are a few items from finance on the agenda, and he will address them as they come up.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, stated the department's annual Open House and safety day is on Saturday, October 15, 2022 at 11 a.m. to 2 p.m. at Fire Station #1 on West Reagan Parkway. Great event for kids and families with a lot of safety information.

Kimberly Marshall, Economic Development Director, had no report.

Jansen Wehrley, Parks and Recreation Director, provided the Municipal Deer Control Permit information so that the public is aware of what is going to be required, it is also listed on the Medina County Website under Parks.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, reminded all of the City Auction being held Saturday, October 22nd at the city garage, 781 West Smith Road at 10 a.m. with the preview beginning at 9 a.m.

Patrick Patton, City Engineer, had no report.

Andrew Dutton, had no report.

Confirmation of Mayor's appointments

Historic Preservation Board – Matt Weiderhold (1st Alternate) – term 12/31/22 - 12/31/26
Kevin Hutchinson (2nd Alternate) – term 12/31/22 - 12/31/26

Mr. Simpson moved to approve, seconded by Mr. Rose. The roll was call and approved by the yeas of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Notices, communications and petitions:

There are none.

Unfinished Business:

There was none.

Introduction of Visitors:

Tammy Kirby, resides at 246 W. Friendship St. She stated she would like the residents to understand the deer petition that is currently being sent around to be signed. If you agree with the ordinance that was voted on in city council, there is no need for you to sign or put your signature on the deer petition.

Krista Wasowski, Health Commissioner at the Medina County Health Department. Krista stated she resides at 5981 Derby Drive and that she came to ask for support of the Levy renewal that will be on the ballot November 8th. She stressed that this is just a renewal and will not be affected by re-appraisals, it is a fixed cost levy. The Health Department provides health education, immunizations, food inspections which protects all of us continuously. They have expanded low cost medical and dental services, they now provide cribs, car seats for program eligible families. Still issued birth and death certificates throughout the pandemic when other health departments shut that down or only issued once a week. They maintained all of their services without missing a beat. Families needed them and they were there for them.

Mr. Shields read a letter sent in by Dolly Yowler a city resident.

Many people against the culling of the deer in the City of Medina, just seemed to have gotten on board regarding this topic. I have attended committee, Finance and Council meetings for many

years. If not in person, always watch on Medina Live TV or on cable.

So many people who want to delay the already passed ordinance, I have never seen before at any meetings or heard of their names until this topic has come up. Not saying all; but most of them. Some who have spoken at the last few meetings, seem to think and say they are not being listened to by council and the administration. Where were these same people when the topic came up decades ago? In my opinion, they do not pay attention to what takes place in all of the City of Medina or they would have come forward prior to just the last 4 mos.

Many of the people against culling, say they love animals and the deer were here before us. Also, I keep hearing that elderly people enjoy watching the deer. The same can be said regarding flowers, plants, gardens, etc.

Some people might have a deceased loved one who planted their last tree, planted their last flowers, or planted their last garden together only to have the deer destroy all of the items. Some people might have had a relative help them plant the same; there is not only the cost of losing the plants, flowers, bushes, trees, etc., but the sentimental value is lost. Some people think of taking care of a nice yard, as therapy and enjoyment which is being taken away by the deer.

Trying to stop the already passed city ordinance, will only delay doing anything that will help not only the residents but also the deer. If people truly care about the animals, they will care about the diseases they can spread to one another, to others' animals or to people.

There are several places around the city that no matter how slow one drives, you cannot always see them popping out of low laying areas or out of trees. A prime example is where the fairly new bridge is on Guilford. I can't tell you how many times I have seen deer jump out and over the bridge area and then into the road and the same with several running into the road from the aligned trees.

Every topic cannot be placed on the ballot. There have been other hot topics that council has voted on and I may not have agreed on but didn't protest and demand it go on the ballot.

If this topic goes on the ballot, will the anti-cullers even accept the vote if it does not go their way? So many already have said they don't believe the count of the deer from when there were studies done in the past. They don't believe the ODNR on their stats so if they were to get the topic placed on the ballot and it is not voted their way, will they still be in disbelief?

Introduction and Consideration of Ordinances and Resolutions:

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Res. 170-22, Res. 171-22, Ord. 172-22, Ord. 173-22, Res. 174-22, Ord. 175-22, Ord. 176-22, Ord. 177-22, Ord. 178-22, Ord. 179-22, and Ord. 180-22. The roll was called and the motion passed with the yea votes P. Rose, J. Shields, D. Simpson, R. Haire and J. Hazeltine. B. Lamb casted a nay vote.

Res. 170-22:

A Resolution donating used City of Medina Mitel phones and hardware to the Medina County Sheriff's Office. Mr. Shields moved for the adoption of Ordinance/Resolution No. 170-

22, seconded by Mr. Simpson. Chief Kinney stated they did a recent upgrade with their phones and service. Their old equipment which is at end of life is compatible with the Sheriff's Department equipment so they are donating the remaining inventory they have to get them along until they come up with a new solution as well. The roll was called and Ordinance/Resolution No. 170-22 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb.

Res. 171-22:

A Resolution donating used City of Medina Dell Optiplex PC's to the Medina City Schools. Mr. Shields stated that he knows on a pretty regular basis as they replace and upgrade their computers they have tried to donate the ones that are still workable and have some value to them to the Medina City Schools and Buckeye Schools. This group of computers are going to the Medina City Schools and he will be abstaining from voting due to Medina City Schools being his employer. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 171-22, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 171-22 passed by the yeas votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose. J. Shields abstained.

Ord. 172-22:

An Ordinance authorizing the purchase of one (1) 2023 Ford F150 Pickup Truck from National Auto Fleet Group for the Parks Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 172-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 172-22, seconded by Mr. Rose. Mr. Wehrley stated this is through the Sourcewell cooperative purchasing contract. This vehicle is replacing a 2009 GMC truck that was identified for replacement through the 2022 budgeting process. The emergency clause is requested in order to secure current pricing. The roll was called on adding the emergency clause and was approved by the yeas votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 172-22 passed by the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 173-22:

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio adopting the revised Job Description for the Economical Development and Marketing Manager. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 173-22, seconded by Mr. Rose. Mrs. Marshall stated this request is to make modifications to the Economic Development Marketing Manager position. These modifications are to better reflect the work and tasks associated with this position. The roll was called and Ordinance/Resolution No. 173-22 passed by the yeas votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Res. 174-22:

A Resolution authorizing the Forestry Department to file an application for the Urban Canopy Restoration Grant Program through the Ohio Department of Natural Resources, Division of Forestry. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 174-22, seconded by Mr. Rose. Mr. Wehrley stated this grant is to increase urban canopy cover in the State of Ohio. Jansen would like to apply for this grant with the total project amount being \$15,000.00 with a 50% match. Total grant amount applying for is \$7,500 and will focus this project in the area surrounding Ward 1, specifically Ray Mellert Park to try and get some larger trees planted in that

area. If the grant funds are awarded to the city we are asking that the mayor be authorized to accept those. The emergency clause is requested because the grant application is due by October 14th. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 174-22, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, R. Haire and J. Hazeltine. The roll was called and Ordinance/Resolution No. 174-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 175-22:

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for Drug Screening and Associated Professional Services for the employees of the City of Medina. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 175-22, seconded by Mr. Rose. Mr. Coyne stated this is annual for drug screening and professional services associated with Medina City employees. The roll was called and Ordinance/Resolution No. 175-22 passed by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Ord. 176-22:

An Ordinance authorizing the Mayor to execute Consent Legislation with the Ohio Department of Transportation (ODOT) to implement the Municipal Bridge Inspection Program. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 176-22, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 176-22, seconded by Mr. Rose. Mr. Patton stated they are required to inspect their roadway bridges every year. This is a renewal for ODOT to do the inspecting with no cost to us. Emergency is requested due to late notification and needs to be returned to ODOT by the end of the month. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 176-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 177-22:

An Ordinance authorizing the reimbursement of \$344,265.00 to Medina Hospital, A Cleveland Clinic Hospital, for an over-charge for rubbish containers. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 177-22, seconded by Mr. Rose. Mr. Dirham stated a number of years ago the hospital changed the way they handled their trash which involved the elimination of some containers that they were renting from the city and the elimination of the collection of those containers, that information eluded the Finance Department and so they continued to be billed for those containers and for their periodical removal for a number of years to the amount of the \$344,265.00. Having met with them, the proposal is the City will pay back half of it (\$172,265.00) as soon as this ordinance takes effect and then \$86,000 each in August 2023 and August 2024. The roll was called and Ordinance/Resolution No. 177-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and R. Haire.

Ord. 178-22:

An Ordinance establishing an Information Technology Fund (#688) for IT and related issues. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 178-22, seconded by Mr. Rose.

Mr. Dirham stated this creates a new fund, it will get it's funding by billing back the departments that it serves. The roll was called and Ordinance/Resolution No. 178-22 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, R. Haire and J. Hazeltine.

Ord. 179-22:

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 179-22, seconded by Mr. Rose. Mr. Dirham stated this is to advance \$75,000 from the General Fund to the newly created internal service fund. The roll was called and Ordinance/Resolution No. 179-22 passed by the yea votes of P. Rose, J. Shields, D. Simpson, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 180-22:

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 180-22, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 180-22 passed by the yea votes of J. Shields, D. Simpson, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Council Comments:

Mr. Simpson spoke on the impending hurricane in Florida and hopes everyone stays safe. He also asked to keep the people of Ukraine in your thoughts and prayers and be kind to one another.

Ms. Hazeltine encouraged everyone to vote for the Health levy, she stated she has utilized many of their services.

Ms. Haire echoed Ms. Hazeltine on the Health levy, she also has utilized some of their services in the past and was unaware of all their services they have to offer.

Mr. Shields thanked Krista and the Health Department stating they were a huge asset to the schools during the pandemic. We are very lucky to have them.

Mr. Rose also spoke in favor of the Health Department levy.

Paul spoke regarding the charitable donation that was passed in Finance for the Hunters and Farmers to help give harvested deer to the Feeding Medina County organization when deer are donated. This is an opportunity for those who don't have meat on a regular basis to be able to put some on their table. This is a great opportunity to help our community.

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

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6905492 <small>PERMIT NUMBER</small>			TREX <small>TYPE</small>	PICKLEBACK LLC 220 N STATE ST MEDINA OH 44256
02	01	2022 <small>ISSUE DATE</small>		
09	22	2022 <small>FILING DATE</small>		
D1	D2	D3	D6 <small>PERMIT CLASSES</small>	
52	077	C	F28464 <small>RECEIPT NO.</small>	

FROM 09/26/2022

87358320005 <small>PERMIT NUMBER</small>				SWEET CARROT GRANDVIEW LLC DBA SWEET CARROT & PATIO 1417 W 5TH AVE COLUMBUS OH 43212
02	01	2022 <small>ISSUE DATE</small>		
09	22	2022 <small>FILING DATE</small>		
D1	D2	D3	D6 <small>PERMIT CLASSES</small>	
25	044			<small>RECEIPT NO.</small>



MAILED

09/26/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

10/27/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

C TREX 6905492

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256**

RESOLUTION NO. 181-22

A RESOLUTION CONGRATULATING VETERANS' TREATMENT COURT VALOR COURT GRADUATES

WHEREAS, Judge Gary F. Werner of the Medina Municipal Court has established Medina County's first Veterans' Treatment Court, also known as the Valor Court; and

WHEREAS, the Valor Court was certified by the Supreme Court of Ohio on December 16, 2021 to operate as Ohio's 29th specialized docket serving veterans; and

WHEREAS, the Valor Court is based upon "restorative justice" principles specifically designed to assist justice-involved U. S. military veterans who are afflicted by physical and/or mental consequences resulting from their military service; and

WHEREAS, participants deemed eligible for Valor Court admission are required during the year-long program to satisfy numerous requirements, including continuous sobriety, reporting to probation, drug screening, prescribed clinical care, and to achieve other rehabilitative goals; and

WHEREAS, the Council finds that graduation from the Valor Court program is statistically shown to reduce substantially the graduate's risk of recidivism, and to promote the graduate's productive engagement with their families and in our community; and

WHEREAS, the Council finds that the successful completion of Valor Court program represents a significant achievement; and

WHEREAS, the Council desires and deems it wholly right and appropriate to recognize and honor all of those U.S. military veterans who have successfully completed the Valor Court program;

NOW THEREFORE, on behalf of the Mayor, the City Administration, and of all of the residents of the City of Medina, County of Medina, Ohio, the City Council of the City of Medina hereby resolved as follows:

BE IT RESOLVED: That the City Council hereby extends its heartfelt congratulations to each successful graduate of the Medina Municipal Court's Valor Court program.

BE IT RESOLVED: That the City Council expresses its sincere gratitude to each successful Valor Court graduate for their personal perseverance, commitment to self-improvement, and their willingness to be productive members of our community.

BE IT RESOLVED: That the City Council offers to each successful Valor Court graduate its best wishes for their continued success, health, prosperity, and happiness.

AND BE IT FURTHER RESOLVED: That the City Council thanks each successful Valor Court graduate for their service to our country.

Given on this _____ day of _____, 20____, in the City of Medina, County of Medina, and State of Ohio.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 182-22

**AN ORDINANCE AMENDING SECTION 505.07 (a) OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO CRUELTY TO ANIMALS GENERALLY.**

WHEREAS: Section 505.07 (a) of the codified ordinances of the City of Medina, Ohio presently reads in part as follows relative to Cruelty to Animals Generally:

505.07 CRUELTY TO ANIMALS GENERALLY.

(a) No person shall:

- (1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water;

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

SEC. 1: That Section 505.07 (a) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows relative to Cruelty to Animals Generally:

505.07 CRUELTY TO ANIMALS GENERALLY.

(a) ~~No person shall:~~ Except as permitted by 505.11, No person shall:

- (1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water;

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

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 183-22

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO THE OFFICE OF CRIMINAL JUSTICE SERVICES, STATE OF OHIO FOR THE 2022 BODY WORN CAMERA GRANT PROGRAM FOR THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina, Ohio intends to apply for a 2022 Office of Criminal Justice Services (OCJS), State of Ohio Body Worn Camera Grant to purchase two additional redactive software licenses through Motorala, and to fund personnel salaries that correlate with the time spent redacting BWC footage for the Police Department.

NOW, THEREFORE, 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 for the 2022 Office of Criminal Justice Services, State of Ohio Body Worn Camera Grant for the purchase of two additional redactive software licenses through Motorala, and to fund personnel salaries that correlate with the time spent redacting body-worn camera (BWC) footage for the Police Department.

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant application deadline is September 8, 2022; 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 184-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH THE MEDINA PORT AUTHORITY FOR FIBER TRANSPORT SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 118-10, Passed August 12, 2010, authorized the Mayor to enter into an Agreement with the County of Medina for participation in the Medina County Port Authority Fiber Network; and

WHEREAS: The Agreement is for the renewal of the Master Services Agreement for a term of 3 years at \$700.00/month, and to extend the fiber circuit from City of Medina data center to Garfield Elementary School.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Master Services Agreement with the Medina Port Authority for Fiber transport services.

SEC. 2: 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. 3: That the funds to cover this agreement, in the amount of \$25,200.00 are available in Account No. 001-0707-52212.

SEC. 4: That a copy of the Master Services Agreement is marked Exhibit A, attached hereto and incorporated herein.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to have in place 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

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is effective when signed by both Parties ("**Effective Date**") by and between the **Medina County Port Authority**, an Ohio corporation/company ("**MCPA**"), whose principal place of business is located at 144 N. Broadway Medina, OH 44256, and is subject to the Ohio open information act, and **The City of Medina** ("**Customer**"), whose place of business is located at 132 N. Elmwood, Medina, OH 44256. Customer and MCPA are referred to herein individually as "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, MCPA owns or operates communications and related facilities and is in the business of providing communications services; and

WHEREAS, Customer wishes to purchase transport services from MCPA, and MCPA wishes to provide transport services to Customer, pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. DEFINITIONS

The following capitalized terms shall have the following meanings for the purpose of this Agreement. Additional definitions may be found within the attached Exhibit(s):

(a) "**Acceptance**" or "**Accepted.**" Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Circuit on the earliest date of: (i) when testing pursuant to Exhibit C has been successfully completed and Customer has affirmatively accepted the Circuit in writing, in the manner set forth in Exhibit C; (ii) when Customer puts the Circuit into commercial use; or (iii) five (5) days past the date of the applicable Connection Notice, unless Customer notifies MCPA within such period that the applicable Services do not conform to the Technical Specifications in all material respects.

(b) "**Access Service Request**" or "**ASR**" shall mean the written order executed by Customer which delineates the type of Service, quantity of Circuits, Points of Termination, MRCs, NRCs, ASR Term, Start of Service Date and other information necessary for MCPA to provide Service to Customer. An ASR shall be deemed incorporated herein if and when it is agreed to by MCPA's issuance of a FOC as set out in this Agreement.

(c) "**Affiliate**" of a Party shall mean any person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with such Party. Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.

(d) "**Agreement**" shall mean this Master Service Agreement, including any schedules, appendices, Exhibits and documents such as accepted ASRs attached hereto and made a part hereof, or incorporated herein by reference as well as any written amendments to this Agreement which have been signed by the duly authorized representatives of the Parties.

(e) "**ASR Term**" shall mean the minimum period of time specified in an ASR for which Customer commits to purchase and MCPA commits to supply the Service specified in the ASR.

(f) **"Circuit"** shall mean a transport service between an originating and terminating location with a defined bandwidth and class of service.

(g) **"Confidential Information"** shall have the definition set forth in Section 9.

(h) **"Connection Notice"** shall have the definition set forth in Exhibit C.

(i) **"Customer Reseller"** shall have the definition set forth in Section 12.1.

(j) **"Default"** shall have the definition as set forth in Section 8.

(k) **"Design Layout Record"** or **"DLR"** means a document containing technical information which specifies MCPA's circuit identification and appropriate interconnection information.

(l) **"Emergency Maintenance"** shall mean maintenance which, if not accomplished promptly by MCPA, could result in a serious degradation or loss of Service to Customer.

(m) **"End User"** means an end user of Customer whose traffic Customer will carry via the Service.

(n) **"Firm Order Confirmation"** or **"FOC"** shall mean an order confirmation document in which MCPA commits to the Start of Service Date or other date agreed upon by the Parties and other terms of the ASR.

(o) **"Firm Order Confirmation/FOC Date"** shall mean the date that has been identified as the installation date in the FOC.

(p) **"Market"** shall mean the MCPA geographic service area as set forth in the applicable ASR.

(q) **"Monthly Recurring Charges"** or **"MRC"** shall mean a charge for Services to be invoiced and paid on a monthly basis.

(r) **"Network"** shall mean the communications network of one of the Parties, as the context of the provision requires or as contemplated under this Agreement.

(s) **"Non-Recurring Charges"** or **"NRC"** shall mean a charge for Services to be invoiced and paid on a one-time basis.

(t) **"Planned Service Outage"** shall mean any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to MCPA's Network and either (i) agreed to in writing by Customer's operations group via e-mail or other means, such agreement not to be unreasonably withheld, provided the scheduled maintenance or planned enhancements or upgrades are performed within the hours of 12:00 midnight and 6:00 AM local time, unless otherwise agreed by the Parties, or (ii) in the case of Emergency Maintenance, MCPA's operations group provides as much prior notice as practicable, via e-mail or other means.

(u) **"Point of Termination"** shall mean the particular location within the applicable Customer Mobile Switching Center (**"MSC"**) or other Site within the Market to be served, as specified in the applicable ASR, where MCPA's responsibility to provide MCPA Equipment and Service ends and where Customer's Network and Customer's responsibilities begin.

- (v) "Service(s)" shall mean transport service(s) provided by MCPA under this Agreement.
- (w) "Service Commencement Date" shall mean the date upon which a Circuit is Accepted.
- (x) "Service Outage" shall have the definition set forth in Section 15.4.
- (y) "Site" shall mean the premises of Customer or an End User at which a Point of Termination is located.
- (z) "Start of Service Date" for a particular Service, shall be the date requested by Customer for in-service as indicated on the ASR.
- (aa) "Technical Specifications" shall mean the performance specifications for each Service, which are set forth in the attached Exhibit A, as amended by MCPA from time to time upon thirty (30) days written notice to Customer.
- (bb) "Term" shall have the definition set forth in Section 5.
- (cc) "Trouble Ticket" shall have the definition set forth in Section 15.2.
- (dd) "MCPA Equipment" shall have the definition set forth in Section 16.1.

2. ORDERING, PROVISION AND USE OF SERVICES

2.1 ASRs. Customer may from time to time throughout the Term place orders for specific Services by the execution and delivery to MCPA of an ASR in the form attached as Exhibit D to this Agreement. MCPA shall use commercially reasonable efforts to notify Customer in writing of its acceptance or rejection of the ASR within one (1) business day. If MCPA desires to provide the Services requested in the ASR, MCPA will issue to Customer a FOC referencing the applicable ASR within (2) two business days after ASR acceptance by MCPA. Each ASR will be effective and binding on the Parties only upon issuance of the FOC, and will become part of this Agreement only to the extent that it specifies the type of Services, quantity of Circuits, Points of Termination, MRCs, NRCs, Start of Service Date (provided it is the same date as the FOC Date), ASR Term, and other information necessary to MCPA to provide Services. Any terms and conditions that are typed, printed or otherwise included in any ASR that conflict or are inconsistent with the terms of this Agreement will have no force or effect. The parties agree that Customer may submit ASRs to MCPA via e-mail, facsimile, an Internet-based system established by MCPA, or by any other electronic system as agreed to between the Parties.

2.2 Design Layout Record. At Customer's request, MCPA will provide Customer with a DLR no less than five (5) days prior to MCPA's scheduled testing date.

2.3 Provision of Services. Subject to the terms and conditions of this Agreement, MCPA shall, directly or through one or more of its Affiliates, provide Customer the Services pursuant to written ASRs accepted in accordance with the terms and conditions of this Section 2. Notwithstanding the provision of Services through one or more of its Affiliates, MCPA shall in all instances remain fully financially responsible for such Services hereunder as if MCPA were providing the Services itself.

2.4 Use of Services. Both Parties, including Customer's use of the Service (including all content transmitted via the Service), shall comply with all applicable laws and regulations and the terms of this Agreement in connection with the performance of their respective obligations hereunder. Customer shall not use, or permit the use of the Service, in a manner that will impair MCPA's network or facilities or the ability of other MCPA

customers to use MCPA's services. As between the Parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer will provide MCPA reasonable advance written notice of any order for Service to be provided to a governmental entity. The Parties acknowledge and agree that unless otherwise expressly agreed in writing by an authorized representative of MCPA, MCPA will not be bound by any flow-down clause imposed by a governmental entity.

3. BILLING AND PAYMENT

3.1 MRCs and NRCs. The MRCs and any applicable NRCs payable by Customer for each Service shall be set forth in another document agreed upon by the Parties (e.g., an ASR) and shall be paid after being invoiced as provided below. Customer agrees to pay any charges for the Services that are not disputed in good faith in accordance with Section 3.4 within thirty (30) days after the date of the invoice (the "Due Date") in immediately available funds, ACH or via company check to the address set forth in Section 17. MCPA shall provide Customer with reasonably requested information for bill validation including, but not limited to, the number of Circuits, any applicable Service codes, and charges for each Service.

3.2 Commencement of Billing. As compensation for the Services provided by MCPA, Customer shall pay the MRCs and all applicable NRCs, beginning on the Service Commencement Date. Notwithstanding the foregoing, in the event of a delay in activation of Service under an ASR is due to material delays or failures by Customer, a Customer Reseller or an End User, MCPA shall be permitted to commence billing on the FOC Date for the applicable Service provided that MCPA is able to perform / to deliver such Service in all material respects.

3.3 Interest. Unpaid amounts that are not disputed in good faith in accordance with Section 3.4 are subject to interest, not to exceed 1.5% monthly, charged by MCPA on the balance not paid by the Due Date, calculated on a daily basis from the first day when said amount became due and owing until paid. If the interest rate exceeds the maximum rate allowable by law, then the interest rate shall be equal to the maximum rate allowed by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect undisputed overdue amounts.

3.4 Billing Disputes. In the event Customer disputes any billing by MCPA, Customer shall notify MCPA in writing with an explanation for the dispute, and shall nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to MCPA. If the dispute is subsequently resolved in favor of MCPA, MCPA shall re-invoice the disputed amount owed then from the original due date, together with any applicable interest calculated in accordance with Section 3.3 above, and Customer shall pay all such amounts within thirty (30) days after the date of the reissued invoice.

3.5 Payment of Credits. In the event of a Service Outage, then at Customer's request and subject to the provisions of the Exhibit B, MCPA will credit Customer for the affected Service for the Service Outage as set forth in Exhibit B.

3.6 When Service is initiated on a day other than the first of the month or terminates on a day other than the last of the month, the MRCs shall be determined by prorating the monthly payment for the number of days during such month that Service was provided.

3.7 Customer shall not be liable for any amounts that were not previously billed to Customer by MCPA and as to which over ninety (90) days have passed since the applicable Service(s) was provided unless MCPA has notified Customer that it is unable to bill for such Services within thirty (30) days of the billing period in which Services were provided.

4. TAXES

4.1 Generally. Customer shall pay any applicable federal, state or local sales, use, or excise taxes, fees or surcharges in connection with the Service furnished to Customer pursuant hereto, including state or federal Universal Service Fund contributions, but excluding any taxes based upon MCPA's property, net income, franchise, license, or capital stock, or taxes and penalties imposed on MCPA due to its failure to pay amounts when due, and taxes on MCPA Equipment. Customer shall pay all gross receipts taxes which may be passed through by MCPA under the rules of any Federal, state or local governmental authority. Notwithstanding the foregoing, Customer shall not be liable for any gross receipts taxes enacted or imposed in lieu of state or local income or franchise taxes. MCPA shall have the right to recover from Customer the amount of any fees or taxes imposed directly on MCPA in connection with the Services provided hereunder in accordance with all applicable laws, in the form of a surcharge included on MCPA's invoice.

4.2 Exemption Documentation. Customer shall provide MCPA with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer and shall immediately notify MCPA of any change in Customer's tax status. To the extent any such exemption documentation is held invalid by the tax or governmental authority for any reason, Customer agrees to reimburse MCPA for any tax liability including without limitation related interest and penalties arising from such invalid documentation.

4.3 Protest. Customer and MCPA shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority. However, the appealing party shall bear all costs and expenses associated with such appeal. Any liability related to taxes, fees, penalties, and interest arising in connection with a charge or assessment by any taxing authority shall be allocated to the Parties in accordance with this Section 4.

5. TERM AND RENEWAL OPTIONS

5.1 Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date of this Agreement, and shall terminate three (3) years thereafter, unless earlier terminated as provided herein. This Agreement shall continue thereafter unless terminated by written notice by one of the Parties giving at least one hundred eighty (180) days prior written notice to the other Party. Notwithstanding the foregoing, in the event the period of time for a particular Service or Services to be provided by MCPA to Customer pursuant to the applicable ASR(s) extends beyond the expiration or other termination of this Agreement, the Term shall automatically be deemed extended for the duration of the provision of that Service, subject to specific Service termination provisions set forth herein.

5.2 ASR Term. The ASR Term will be specified in the applicable ASR, and will commence on the Service Commencement Date. Upon expiration of the ASR Term with respect to a particular ASR, the ASR Term shall continue on a month-to-month basis until terminated by (a) Customer upon thirty (30) days written notice to MCPA or (b) MCPA upon ninety (90) days written notice to Customer.

5.3 Early Termination.

(a) Except as may be agreed upon in a mutually agreed upon document (e.g., ASR), in the event that Customer terminates a Circuit at any time after issuance of the FOC Date by MCPA and prior to the applicable Service Commencement Date, Customer shall pay MCPA on demand the cost of any third party-imposed termination liability incurred as a result of such termination, as well as any documented construction expenses or installation charges incurred by MCPA prior to such termination.

(b) Except as may be agreed upon in a mutually agreed upon document (e.g., ASR) or as set forth in Section 5.4 or in the event Customer terminates a Service pursuant to Section 8.2 herein, in the event that Customer terminates a Circuit on or after the Service Commencement Date but before the end of the applicable ASR Term, Customer shall pay to MCPA on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of: (1) the full amount of all undisputed past due charges and interest thereon, if any, and (2) one hundred percent (100%) of all remaining MRCs for the first year of the applicable ASR Term, twenty percent (20%) of all remaining MRCs for any subsequent years of the applicable ASR Term.

5.4 Portability. Customer may, upon written Notice to MCPA, discontinue or terminate Service at a Site, prior to the end of the applicable ASR Term, without payment of the applicable termination charge, if Customer (a) replaces the affected Circuit with a different Circuit located within the same MCPA Market and places an ASR for such replacement Circuit having a Start of Service Date no later than ninety (90) days after discontinuance or termination of the original Circuit, so long as the replacement Circuit has a value (determined by multiplying the MRC for such replacement Circuit and ASR Term for such replacement Circuit) equal to or greater than the original Circuit (such value determined by multiplying the number of months remaining in the original Circuit's remaining ASR Term by such Circuit's MRC), and (b) pays to MCPA on demand all documented construction expenses and other non-recurring charges, if any, associated with the replacement Circuit, and the costs and expenses incurred by MCPA to terminate the terminated Circuit, including without limitation any applicable third-party termination liability.

6. INSURANCE

6.1 MCPA Obligations. MCPA shall, at its own expense, obtain and keep in full force and effect at all times for the duration of this Agreement, on an occurrence basis with a carrier or carriers having a Best Rating Service rating of A- / X or better and licensed to do business in the State where the Services are to be delivered, insurance policies of the following kinds and in the following amounts, with Customer to be named as an additional insured as its interest may appear:

(a) Workers' Compensation Insurance in accordance with all applicable laws and regulations applicable to the employees who are engaged in the performance of this Agreement;

(b) Employer's liability insurance with limits for employer's liability of \$500,000 per accident/occurrence;

(c) Commercial general liability insurance, covering comprehensive bodily injury and property damage liability insurance, including automobile insurance, contractual liability insurance, and claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, and broad form property damage liability coverage, in at least the following amounts:

Bodily injury to any one person	\$1,000,000
Bodily injury aggregate	\$1,000,000
Property damage in any one accident	\$2,000,000
Property damage aggregate	\$2,000,000.
Umbrella, or excess liability, coverage in the amount of \$5,000,000.	

Upon request of Customer, MCPA shall furnish Customer certificates of such insurance, and each policy shall make commercially reasonable efforts to provide that no decrease, non-renewal, or cancellation shall become effective except upon thirty (30) days' prior notice to Customer of such decrease non-renewal, or cancellation. MCPA shall obtain a waiver of rights of subrogation for commercial general liability insurance from its insurer in favor of Customer.

6.2 Customer's Obligations. Customer shall carry such types and amounts of insurance as are reasonably necessary to meet Customer's obligations under this Agreement. Upon request of MCPA, Customer will furnish to MCPA certificates of such insurance.

7. WARRANTIES AND NETWORK STANDARDS FOR SERVICES

7.1 Representations of the Parties. Each Party hereby represents and warrants to the other Party that such Party has been duly formed and is in good standing in the state of its organization, that such Party is qualified to do business in the states where the Services will be delivered, and that the execution of this Agreement by such Party has been duly authorized in compliance with such Party's organization documents and procedures.

7.2 DISCLAIMER. THE SERVICES AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MCPA, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. EXCEPT AS SET FORTH IN EXHIBIT B, MCPA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK. ANY SERVICES PROVIDED BY CUSTOMER TO ANY THIRD PARTIES (INCLUDING ANY CUSTOMER OF CUSTOMER, CUSTOMER RESELLER OR END USER) ARE THE SOLE RESPONSIBILITY OF CUSTOMER, AND IN NO CIRCUMSTANCES SHALL SUCH SERVICES BE DEEMED TO BE SERVICES PROVIDED BY MCPA TO SUCH PARTIES. THE DISCLAIMER OF WARRANTY SET FORTH IN THIS SECTION 7.2 SHALL NOT AFFECT CUSTOMER'S RIGHTS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8. DEFAULT

8.1. A Party shall be deemed in default of this Agreement (a "Default") upon the occurrence of any one or more of the following events:

(a) If a Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its creditors or initiates any proceeding seeking general protection from its creditors;

(b) Except with respect to payment defaults, a Party fails to perform its material obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of written notice thereof, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion; or

(c) A Party fails to make any payment under this Agreement when due and such failure is not remedied within ten (10) business days after receipt of written notice thereof.

8.2 Upon the occurrence of a Default and subject to the applicable notice and cure periods, the non-defaulting Party hereunder may, without liability to the other Party, terminate the applicable Services affected by such uncured Default, or suspend performance with respect to the applicable Service under the affected ASRs. The foregoing shall be in addition to any other rights and remedies that either Party may have under this Agreement or at law or equity relating to the other Party's material breach.

9. CONFIDENTIAL INFORMATION

No Party or any of its Affiliates (the "Receiving Party"), without the prior written consent in each instance of the other Party (the "Disclosing Party"), shall disclose to any third party any confidential information supplied to the Receiving Party by the Disclosing Party or any Affiliates of the Disclosing Party which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE and which is not otherwise generally available to the public, has not been independently developed by the Receiving Party, and has not previously been known by or disclosed to the Receiving Party by a third party not bound by confidentiality restrictions or other binding contractual duty not to disclose such information (collectively, "Confidential Information"). The terms and conditions of this Agreement, as well as pricing information exchanged in connection with this Agreement, or included in any Service hereunder, and all non-public information of either Party or its Affiliates which was disclosed to the other Party in connection with the discussions leading up to the execution of this Agreement, are hereby designated as Confidential Information without further obligation on the part of either Party to mark or designate it as such. The Receiving Party shall not use any Confidential Information of the Disclosing Party or its Affiliates for any purpose other than the performance of its obligations under this Agreement, nor permit any of its employees, affiliates, or representatives to disclose such Confidential Information to any third person, and it shall disclose Confidential Information only to those of its employees, affiliates, and representatives who have a need for it in connection with the use or provision of Services or other obligations required to comply with this Agreement. Each Party shall protect the Confidential Information of the Disclosing Party or its Affiliates from both unauthorized use and unauthorized disclosure. Upon cessation of Services, or upon written request, each Party shall return or destroy all Confidential Information of the other. Prior to disclosing Confidential Information to its employees, Affiliates, and/or representatives, the Receiving Party shall notify such employees, Affiliates, and representatives of their obligation to comply with this Section 9. If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section 9 with respect to all or part of such Confidential Information. The Parties hereby designate the terms, conditions, exhibits and schedules of this Agreement to be Confidential Information. Unless required by applicable law, no Party without the written consent of the other Party, shall provide a copy of this Agreement in whole or in part to any third

person or entity not employed or retained by MCPA or Customer. The provisions of this Section 9 shall survive for a period of five (5) years following the date of initial disclosure of that Confidential Information or five (5) years beyond termination or expiration of this Agreement, whichever is greater.

10. LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS) ARISING OUT OF OR RELATING TO THE SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 EXCEPT TO THE EXTENT OF A CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ASR FOR THE APPLICABLE SERVICE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.

10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MCPA'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY FAILURE OF THE SERVICE SHALL BE AS SET FORTH IN THE SERVICE LEVEL AGREEMENT ATTACHED HERETO AS EXHIBIT B.

Neither Party shall be required to indemnify or hold the other Party harmless against liabilities arising from the Agreement. However, as between MCPA and Customer, to the extent permitted by law, each such Party shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the negligence or willful default of that Party and its employees, except that neither Party shall bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after termination of the Agreement in accordance with the terms of the Agreement or that arise in any respect, directly or indirectly, in whole or in part, from the negligence or willful misconduct of the other Party or of any of its employees, contractors or agents.

11. REGULATORY

In the event that a decision by a communications regulatory authority or court with competent jurisdiction at the federal, state or local level ("**Decision**") has the effect of canceling, changing, superseding or frustrating any material term or provision of this Agreement or otherwise materially changing the economic structure of the transactions contemplated hereunder, then Customer acknowledges and agrees that MCPA may pass through to Customer any such increased costs unless Customer establishes an exemption from such cost, and the Parties will negotiate in good faith to amend this Agreement in light of such Decision in a manner consistent with the form, intent and purpose of this Agreement and the economic structure of the transactions contemplated hereunder and as necessary to comply with such rule, regulation, law or order. If the Parties fail to mutually agree upon such amendments and the Decision imposes material harm to a Party under this Agreement, including but not limited to required changes in the Service charges, the harmed Party shall have the right to terminate the Agreement without penalty or continuing obligation within a period of thirty (30) days from the date of effectiveness of the final non-appealable Decision.

12. FORCE MAJEURE

12.1 In no event shall a Party have any claim or right against the other Party for any failure of performance by such other Party if such failure of performance is caused by or the result of, in whole or in part, (i) causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, lightning, storm, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over this Agreement; or (iii) any civil or military action including national emergencies, riots, war, terrorism and civil insurrections ("**Force Majeure**"). The Party whose performance is affected shall use commercially reasonable efforts to minimize the impact of such Force Majeure event. A Force Majeure event shall never excuse the failure to make a payment due hereunder, except to the extent that the Force Majeure event physically interferes with the delivery of the payment.

12.2 If failure of performance by a Party hereunder due to Force Majeure events is for thirty (30) days or less, this Agreement and all ASRs issued hereunder then in effect shall remain in effect. If the Force Majeure event continues beyond thirty (30) days, thereafter upon ten (10) days written notice to the other Party, either Party may terminate only the affected Service(s) or Circuit(s), without incurring any penalty or further obligation to the other Party (including cancellation or termination charges).

12.3 If either Party asserts the applicability of this Section 13, it shall use commercially reasonable efforts to provide prompt Notice to the other Party of the commencement and ending of the Force Majeure event.

13. ASSIGNABILITY

No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, and then only when such transfer or assignment can be accomplished without interruption of the use or location of Service. Notwithstanding the foregoing and with written notice to the other Party, either Party may assign this Agreement to an Affiliate or to any entity acquiring all or substantially all of the assets or equity of the assigning Party; provided, however that in each instance that the assignee is financially capable of meeting the assigning Party's obligations under this Agreement. In addition, MCPA shall have the right to engage one or more subcontractors in connection with its performance hereunder. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

14. TROUBLE TICKET PROCEDURE FOR SERVICE OUTAGE

14.1 MCPA will maintain a point-of-contact for Customer's designated personnel, as mutually agreed upon by the Parties, to report a Service Outage to MCPA twenty-four (24) hours a day, seven (7) days a week, including U.S. National holidays. All customer support shall be provided to Customer's designated personnel only. Customer is solely responsible for interfacing with its employees, Customer Resellers and End Users.

14.2 For purposes of this Agreement, a "Service Outage" will mean an unavailability of the Service to carry traffic between two Points of Termination; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following: (i) a Circuit has not been "Accepted" by Customer; (ii) the negligence, error, acts or omissions of Customer or others authorized by Customer to use the Service; (iii) failure of Customer provided equipment; (iv) during any period in which MCPA or its agents are not afforded access to the premises under Customer's control where the access lines associated with the Service are terminated; (v) during any period when Customer has released Service to MCPA for maintenance or rearrangement purpose (including, without limitation, during any Planned Service Outage); (vi) any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure event; (viii) a breach by Customer of its obligations under this Agreement.

14.3 In the event MCPA dispatches a field technician to a Site to perform diagnostic troubleshooting and the problem resides with Customer's equipment or facilities or results in a "No Trouble Found," or the failure is due to Customer acts or omissions, then Customer will pay MCPA for time and materials at MCPA's standard technician rates.

15. BUILDING AND EQUIPMENT ACCESS

15.1. Site Access. Customer shall allow MCPA reasonable, escorted access to the Customer Site or any End User Site to install, operate, maintain, repair and replace (collectively "Work") fiber optic cable, co-axial cable, copper wiring, antennas, and any other transmission medium and associated equipment (collectively, the "MCPA Equipment") in and on the Customer Site or End User Site for purposes of providing Services under this Agreement. MCPA shall use commercially reasonable efforts to give prior written notice to Customer of its intent to enter the Customer Site or End User Site. Customer shall obtain all rights of way, public and private easements, licenses and consents with respect the performance of Work at any Customer Site or End User Site.

15.2 Space and Power. Customer shall, upon MCPA's request and at no cost to MCPA, (i) provide adequate clean electrical power to meet MCPA's reasonable requirements, during the term of the applicable ASR, at the Site(s) specified in the applicable ASR, as well as all necessary connections to electrical and mechanical facilities at the Customer Site or End User Site as are necessary for the operation of MCPA Equipment in the Customer Site or End User Site; and (ii) provide floor space, an equipment bay or equipment rack space at the Customer Site or End User Site which will include, without limitation, environment (humidity control, fire suppression, temperature/climate control, security control and alarm monitoring), redundant/DC power and, if available, protected/UPS AC power, technical and maintenance support, site access, cable entrance, conduit, COC access, tower/antenna space, ground isolation device and central office repeater.

15.3 Ownership of MCPA Equipment. The MCPA Equipment, and any and all other equipment used to provide the Services, shall remain the exclusive property of MCPA. Customer shall ensure that the MCPA Equipment at any Customer Site or End User Site remains free from all liens and encumbrances and Customer shall be responsible for loss or damage to the MCPA Equipment while at the Customer Site or End User Site. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications provided by MCPA from time to time. Customer shall not, and shall ensure that its End Users and Customer Resellers shall not, tamper with, remove or conceal any identifying plates, tags or labels affixed to such equipment, nor align, or attempt to repair, MCPA's equipment except as expressly authorized in advance in writing by MCPA. Unless otherwise agreed in writing by the Parties, interconnection of

the MCPA Equipment with Customer's, the Customer Reseller's or the End User's equipment will be performed by Customer. MCPA Equipment shall not be removed or relocated by Customer, a Customer Reseller or any End User. MCPA shall have the right, but not the obligation, to upgrade, modify and enhance the MCPA Equipment (including related firmware) and the Service and take any action that MCPA deems appropriate to protect the Service and its facilities.

16. NOTICES

16.1 All notices, demands, requests, or other communications under this Agreement shall be in writing and delivered by hand delivery (including overnight mail delivery service or courier), postage prepaid, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt by the receiving Party:

If to MCPA:	MCPA Board Chairman 144 N. Broadway Medina, OH 44256
<i>with a copy to:</i>	<i>David Corrado</i> <i>144 N. Broadway, Room 119</i> <i>Medina, OH 44256</i>
If to Customer:	Sergeant Darin Zarembo 132 N. Elmwood Medina, OH 44258
<i>with a copy to:</i>	<i>Harvey Balas</i> <i>3593 Medina Road, #239</i> <i>Medina, OH 44256</i>

16.2 Each Party may designate by notice in writing a new person and/or address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or facsimile transmission confirmation being deemed conclusive, but not exclusive evidence of such delivery) or at such time as delivery is refused by the address upon presentation.

17. MISCELLANEOUS

17.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other oral or written documentation of agreements between the Parties hereto with respect to the subject matter hereof. In the event of any inconsistency between the main body of this Agreement and any appendices, Exhibits, or orders made a part or in accordance with this Agreement, precedence shall be given in the following order to:

1. The main body of this Agreement;
2. Appendices and Exhibits hereto; and
3. Any ASR executed pursuant to this Agreement.

17.2 Legal Relationship. Nothing in this Agreement shall be deemed to create any relationship between MCPA and Customer other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. This Agreement does not render either Party the employee, agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and MCPA. Neither Party shall have any authority to enter into any agreement on behalf of or bind the other Party in any manner whatsoever without the prior written consent of the other Party. This Agreement confers no rights of any kind upon any third party, except as specifically set forth herein.

17.3 Compliance with Laws. In connection with the matters provided for in this Agreement, each Party hereto shall comply with all applicable laws and regulations, including, but not limited to, the Telecommunications Act of 1996, as may be amended, and the policies, rules and regulations of the Federal Communications Commission, and all applicable local and state rules and regulations. Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. This Agreement, its exhibits, and the ASR(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which MCPA provides the Services. If any provision of this Agreement, its exhibits, or the ASR(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Agreement, its exhibits, and/or the ASR(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Agreement, its exhibits, and the ASR(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by either Party of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

17.4 Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, or the failure of either Party on one or more occasions to insist on the strict enforcement of any provision of this Agreement or to exercise any right or privilege hereunder shall not constitute or be construed as a waiver of any subsequent breach or default of a similar nature, or any provision, rights or privileges, and all such terms shall remain in full force and effect.

17.5 Amendments. No subsequent agreement between the Parties concerning the Service (including, without limitation, any amendment to this Agreement or any ASR) shall be effective or binding unless it is agreed to in writing by authorized representatives of the Parties.

17.6 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under

applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

17.7 Interpretation. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require. Unless specified to the contrary, all references to "day" or "days" shall mean calendar day or days.

17.8 Governing Law. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of Ohio (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

17.9 Publicity. Neither Party shall issue a news release, public announcement, advertisement, sales promotions or other form of publicity concerning the existence of this Agreement or Services to be provided hereunder or the nature of the relationship between the Parties, or use the other Party's name, logo, trademarks, trade names, service marks or other proprietary marks in any manner, without obtaining the prior written approval of the other Party, which may be withheld in the other Party's sole discretion. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements by another Party that refer to, or that describe any aspect of, this Agreement. Nothing in this Agreement establishes a license for any Party to use another Party's brands, marks or logos without the prior written approval of the other Party.

17.10 Survival. The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments hereunder.

17.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Medina County Port Authority

By: _____

Its: Board Chairman – Medina County Port Authority

Dated: _____

By: _____

Its: _____

Dated: _____

List of Exhibits

Exhibit A: Services

Exhibit B: Service Level Agreement

Exhibit C: Acceptance Testing

Exhibit D: Access Service Request

EXHIBIT A

SERVICES

MCPA offers scalable, Ethernet based fiber bandwidth from 5 Mb/s to 40 Gb/s without sacrificing security or architectural flexibility. MCPA is carrier neutral, allowing clients to leverage existing last mile or long-haul contracts without compromising data integrity, security or service levels.

Our regional ultra high-speed fiber-optic rings facilitate point-to-multipoint connectivity and multipoint interconnections while eliminating the need for expensive outlays for routers, switches, hardware and inflexible proprietary carrier contracts..

Our network uses multi-carrier network provisioning, management and quality of service (QoS) processes to ensure consistent end-to-end 24x7x365 performance. Bandwidth availability and redundancy are secured through multiple circuit, carrier and core Metro Area Network rings. Our network also mitigates packet loss through forward error correction (FEC) techniques, which reconstruct voice, video and data streams.

EXHIBIT B
SERVICE LEVEL AGREEMENT

Service Level Agreement Fiber Services

The following SLAs is supplied for Indefeasible Rights of Use (IRU) and leased fiber optic services

- Standard Fiber Service Level Agreement – 99.999%

SLA is calculated in minutes of uptime in a calendar month by using the below formula:

- $\text{Availability (Within a calendar Month)} = (\text{Total minutes in a month} - \text{total minutes of unavailability in Month}) / \text{Total minutes in a month}$

Mean time to repair (MTTR) is defined as the amount of time it takes to restore services measured from time to ticket being opened to time ticket is closed. The MTTR to repair Fiber Services is **four (4) Hours**.

The Following caveats cannot be covered by the SLA agreements. In the Event that one of the following events occurs the customer will be notified and kept apprised of service restoration.

- Act of Nature
- Act of God
- Catastrophic damage from any event that would affect a large area of the fiber optics system forcing new structure construction
- Unplanned Damage or removal of aerial or underground structure not owned by MCPA such as power poles, public conduit, public communication structures

Definition and Classification of Service Outages

Priority	Description
0 – Catastrophic Outage	<ul style="list-style-type: none"> • Priority 0 is defined as an entire network affecting outage that affects a large majority of customers and it caused by complete failure of a device or fiber optics system. • Priority 0 outage also includes a carrier partner network outage where all or most customers connected through a carrier partner is without service
1 – Critical Outage	<ul style="list-style-type: none"> • Priority 1 is defined as an outage affecting a single customer where service is unavailable for use.
2 – Major Outage	<ul style="list-style-type: none"> • Priority 2 outage is defined as an outage affecting a single customer where service is intermittent but still usable
3 – Minor Outage	<ul style="list-style-type: none"> • Priority 3 outage is defined as an outage affecting one customer where service is available but service is slow or minor packet loss
4 - Acknowledgement	<ul style="list-style-type: none"> • Priority 4 outage is defined as an outage affecting a single customer where service is available but specific applications are slow or not operating properly with customer configuration.
5 - Monitoring	<ul style="list-style-type: none"> • Priority 5 is defined as a circuit that is monitored due to intermittent problem to assist in looking at a possible future failure • Priority 5 is used for proactive troubleshooting to locate an issue before it becomes a minor, major, or critical issue.

Service Credits Sole Remedy. In the event of a Network Outage that is caused in whole or in part by the negligence or willful misconduct of Subscriber, Subscriber shall not be entitled to receive a credit. In all other cases of a Network Outage, except for maintenance or upgrade services scheduled with Subscriber and those pursuant to Section 10 "Force Majeure", Subscriber is entitled to receive a credit against the amount invoiced for Services provided during the month in which the Network Outage occurred. Credits are available on a per-Network-Outage basis, subject to a maximum credit of 50% of the basic monthly Recurring Charges required to be paid to the Development Corporation in any given calendar month. THESE CREDITS ARE THE SOLE REMEDY AVAILABLE TO SUBSCRIBER FOR SERVICE DISRUPTION OR SUSPENSION OF ANY KIND WHATSOEVER.

<u>Service Credit Schedule</u> <u>Instance of Network Outage</u>	<u>Credit Against the Appropriate</u> <u>Month's Service Charge</u>
Less than 4 hours	0%
4 hours to 8 hours	5%
More than 8 hours	10%

EXHIBIT C
ACCEPTANCE TESTING

The following acceptance tests will be conducted:

When MCPA believes that a Service is ready for use by Customer, MCPA shall notify Customer that the Service is ready for testing and acceptance. The test shall be coordinated and performed by MCPA.

Testing shall run for a continuous 1-hour period, mutually agreed upon by the Parties but not unreasonably delayed by Customer. This test will be performed by MCPA at the Customer Site Point of Demarcation or the patch panel at the drop-off demarcation point.

If the test results demonstrate that the Circuit meets the Technical Specifications, MCPA shall give electronic notice to Customer ("**Connection Notice**") along with a copy of the test result.

Customer shall have five (5) business days in which to notify MCPA of its acceptance or rejection of the Circuit. Customer shall accept the Circuit if it meets the Technical Specifications. If Customer delivers to MCPA, within five (5) business days after Customer's receipt of the Connection Notice, notice specifying non-conformance of the Service with the Technical Specifications as demonstrated by the test results ("**Non-Conformance Notice**"), MCPA shall use commercially reasonable efforts to remedy the installation and the testing and acceptance process shall be repeated.

In the event such test and accept process is repeated two additional times (i.e., after the original test) and the Circuit still does not meet the Technical Specifications, Customer may terminate the applicable ASR with respect to such Circuit only without liability.

Customer shall be deemed to have accepted the applicable Circuit if a Non-Conformance Notice is not delivered to MCPA within any five-day period provided for above, or if Customer uses the Circuit to carry customer traffic.

EXHIBIT D
ACCESS SERVICE REQUEST

I. Services:

Lit Fiber: X Dark Fiber: _____ Lateral Construction: Existing

Fiber count: 12 X 24 _____ 48 _____ 72 _____ 96 _____ 144 _____

Bandwidth Agreement [Insert guaranteed minimum bandwidth]: NA

Leased Pair: _____ IRU Pair: _____

Point-to-Point: X Loop Fiber: _____

Single-Entry: X Dual Entry: _____

II. Subscriber Locations:

A. MCFN Head-End: **A-Site:** 132 N. Elmwood, Medina, OH 44256

B. Subscriber Circuit Address: **Z-Site:** 234 S Broadway St, Medina, OH 44256

III. Demarcation Points: 132 N. Elmwood, Medina, OH 44256

234 S. Broadway St., Medina, OH

IV. MCFN Equipment: Existing

V. Fiber Installation at Subscriber Locations:

A. A-Site: Extend fiber from City of Medina data center to Garfield Elementary School

B. Z-site: Terminated fiber at 234 S. Broadway St., Medina, OH 44256

VI. Site Connection, Service and Equipment:

Charges		
	One-Time	Monthly
Installation Fee	\$0.00	\$ 0.00
Transport – 250 Mbps (point to point)	\$0.00	\$700.00
Total	\$0.00	\$700.00

Contract total (36 months) - \$25,200.00

ORDINANCE NO. 185-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVOCABLE USE PERMIT WITH SOUTH COURT LLC FOR FENCING AND STAIRS AT CITY OWNED PARKING LOT #4 (FECKLEY LOT), AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized to execute a Revocable Use Permit with South Court LLC for fencing and stairs at City owned Parking Lot #4 (Feckley Lot), PPN 028-19A-21-241 to include the following:

- Removal of 60ft. an existing 4 ft. tall chain link fence on City of Medina Parcel #028-19A-21-241;
- The construction of 108 ft. of a new 4 ft. tall black metal fence on City of Medina Parcel #028-19A-21-241;
- The reconstruction of an existing freestanding wood staircase partially located on City of Medina Parcel #028-19A-21-241 and partially located on South Court, LLC Parcel #028-19A-21-242.

SEC. 2: That a copy of the Revocable Use Permit is marked Exhibit A, attached hereto and incorporated herein, and subject to the Law Director's final approval.

SEC. 3: That the Clerk of Council is hereby directed to file the Revocable Use Permit with the Medina County Recorder.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete the project this fall; 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

REVOCABLE USE PERMIT

**CITY OF MEDINA
MEDINA COUNTY, OHIO**

**Medina City Lot Number 361
Permanent Parcel Number 028-19A-21-241**

Permission is hereby granted to South Court, LLC ("Permittee"), to use or occupy a part of the City-owned municipal parking lot (Permanent Parcel #028-19A-21-241) for the removal of an existing chain link fence, construction of 108 ft. of fencing, and the reconstruction of an existing staircase. The permittee is the owner of the adjacent property to the south with Permanent Parcel # 028-19A-212-42. The area of encroachment is shown on the attached "Exhibit B".

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the CITY OF MEDINA has in exercising its jurisdictional powers and this permit shall be binding upon the City of Medina and the permittee, his/her/its heirs, successors and assigns.

The CITY OF MEDINA, at any time for any reason, may order the removal of the encroachments that are the subject of this use permit. If for any reason the CITY OF MEDINA or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation or repair of the encroachments, it shall be promptly undertaken at the sole expense of the owners thereof. Failure on the part of the permittee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the CITY OF MEDINA deems necessary, and the City may remove the encroachment at the permittee's sole expense. The permittee agrees to indemnify and save the City of Medina harmless from any claims by any person for personal injury or damages allegedly arising from the existence or maintenance of the encroachment.

No alterations may be made to the encroachments except that the permittee may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachments are removed or destroyed, no new facilities shall be permitted to encroach on the municipal parking lot (Permanent Parcel #028-19A-21-41) without the express, written consent of the CITY OF MEDINA. The encroachments for which this permit is issued shall be subject to all permits required by the CITY OF MEDINA. A site plan of the intended encroachment is shown on the attached "Exhibit B".

Any requests relative to these encroachments shall be made in writing to the following:

CITY OF MEDINA
Law Director
132 N. Elmwood Ave.
P.O. Box 703
Medina, Ohio 44258

Dated at Medina, Ohio _____ day of _____, 2022

CITY OF MEDINA

By: _____
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, City of Medina, by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Medina, Ohio this _____ day of _____, 2022.

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

NOTARY PUBLIC

My commission expires _____

Accepted this _____ day of _____, 2022

South Court, LLC
An Ohio Limited Liability Company

By: _____
CRAIG STURGILL

Its: Agent _____

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, by **Craig Sturgill**, as an **agent of South Court, LLC**, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Medina, Ohio this _____ day of _____, 2022.

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

NOTARY PUBLIC

My commission expires _____

Prepared by:
Gregory Huber
Law Director
City of Medina

EXHIBIT "B"

- New Black Aluminum Fence
- - - Chain Link Fence to Be Removed
- Staircase to be Replaced
- Property Lines

City of Medina
(028-19A-21-241)

60 ft. Chain Link Fence
(To Be Removed)

108 ft. New Fence

Staircase
Replacement

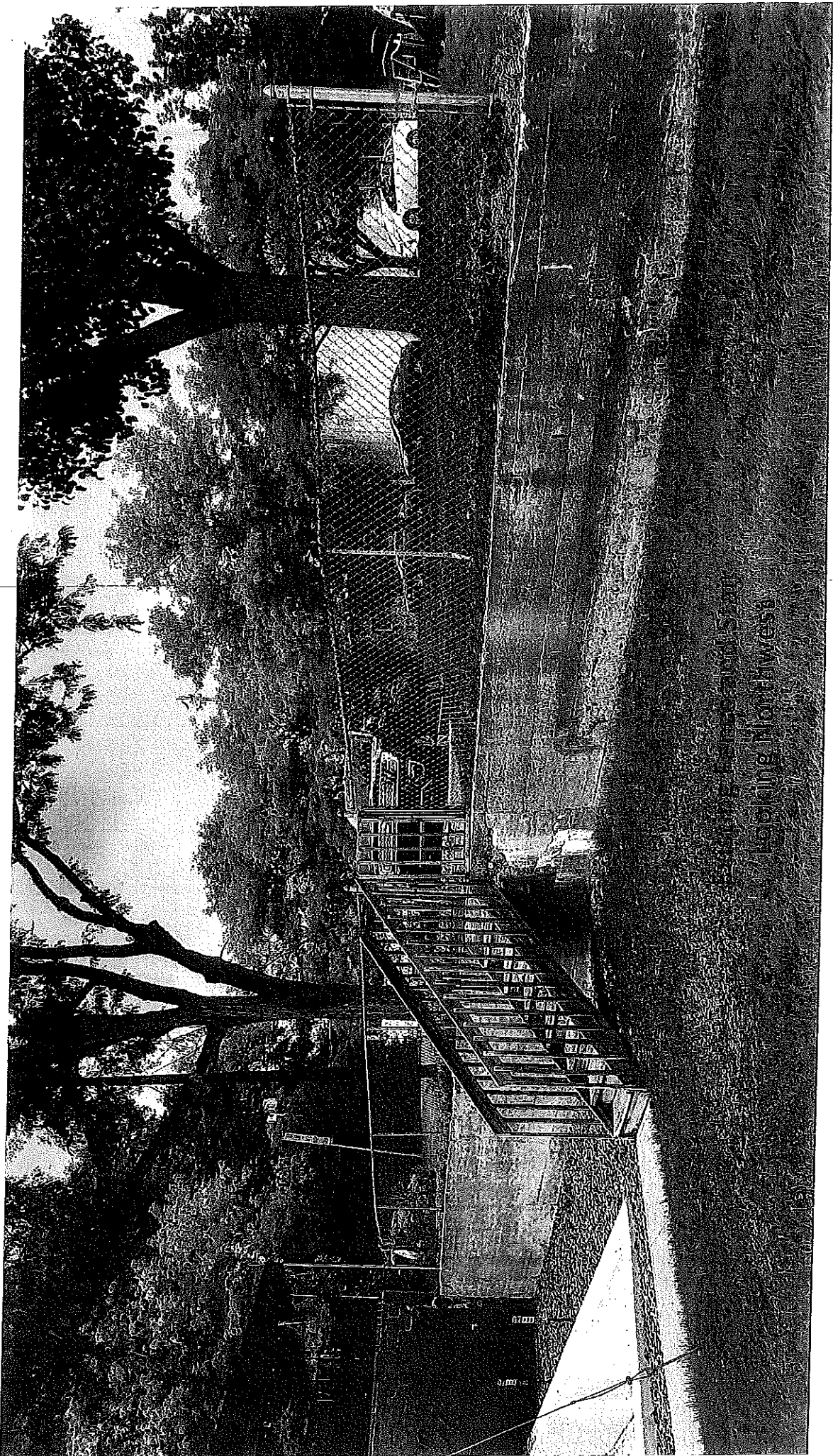
South Court, LLC
Demolished Building
(028-19A-21-242)

South Court, LLC
Apartments
(028-19A-21-243)

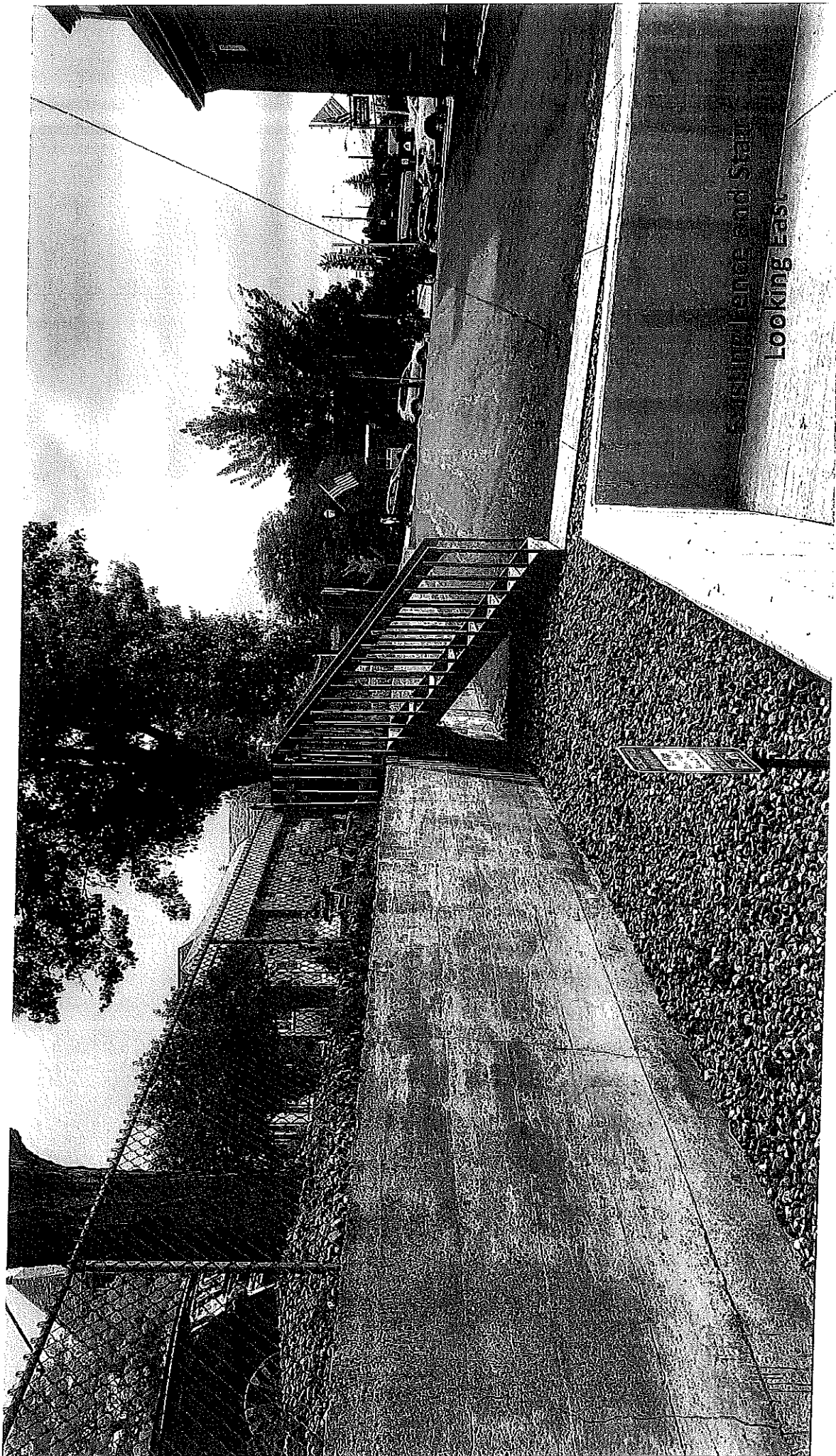
S COURT ST

Thyme2





Looking Northwest





Existing Fence and Slab
at the West



**Existing Stair
Looking North**



PROPOSED 4 FT. TALL BLACK ALUMINUM FENCE

RESOLUTION NO. 186-22

A RESOLUTION SUPPORTING WESTERN CREEK CONSERVANCY'S CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM APPLICATION FOR THE CHAMPION CREEK CONNECTOR PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, through the Ohio Public Works Commission, administers financial assistance for conservation purposes through the Clean Ohio Fund Green Space Conservation Program; and

WHEREAS: Western Creek Conservancy is a non-profit, tax exempt organization and intends to apply for Clean Ohio Fund Green Space Conservation Program funds to preserve the Champion Creek Connector property located in the City of Medina, Medina County; and

WHEREAS: The Champion Creek Connector project will permanently protect approximately 10 acres of land containing high quality streams and headwater streams, and high-quality wetlands; and

WHEREAS: The Champion Creek Connector project will protect an area that is contiguous with other parkland, and will therefore provide connection to other parkland; and

WHEREAS: The Council of the City of Medina recognizes the opportunity to protect the rural character and quality of life in the City, preserve open space, protect water quality, and provide opportunities for outdoor recreation.

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

SEC. 1: That Medina City Council and the Mayor, hereby supports West Creek Conservancy's application to the Ohio Public Works Commission for the Champion Creek Connector project; in the City of Medina, Medina County.

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

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

PASSED: _____

SIGNED: _____

President of Council

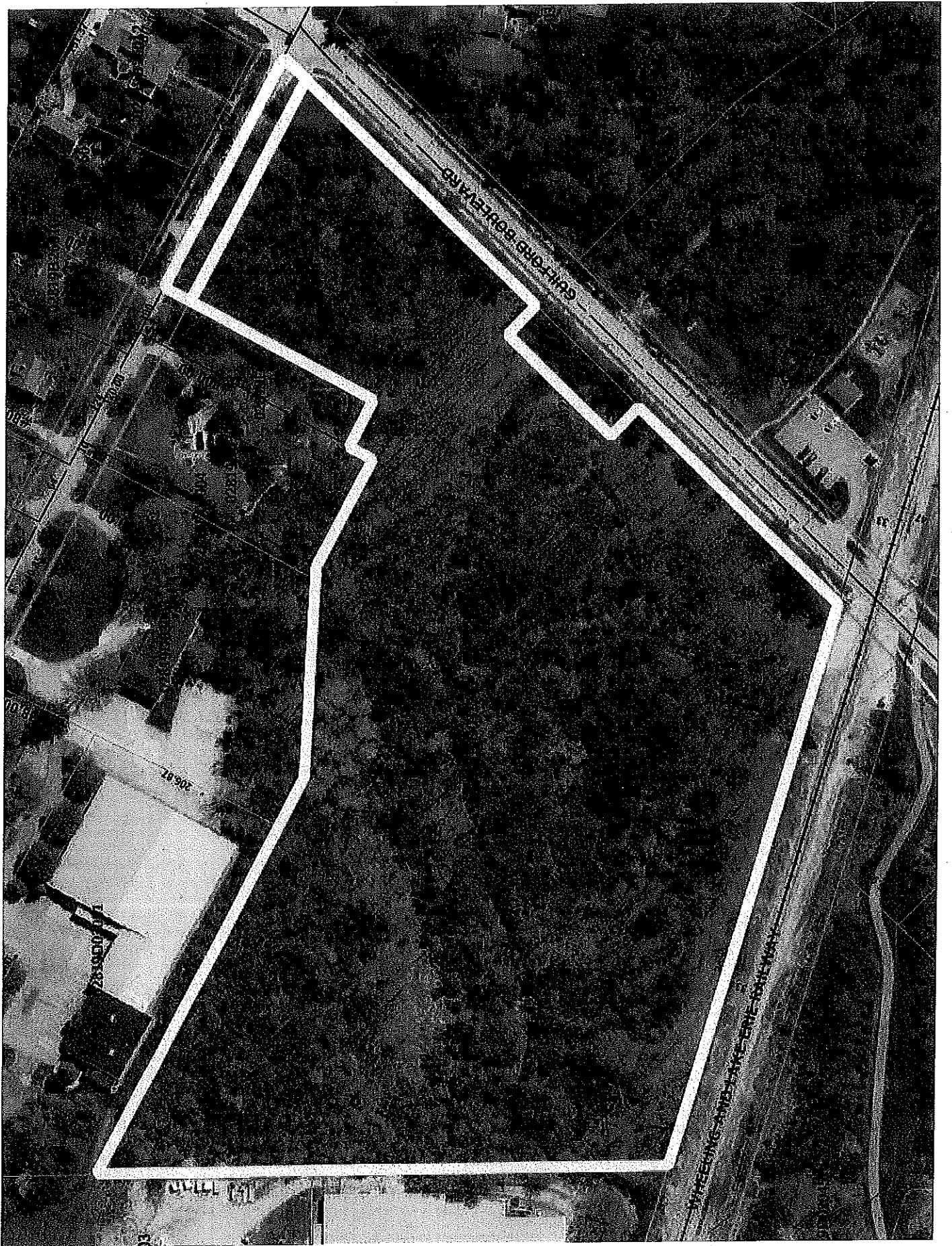
ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



ORDINANCE NO. 187-22

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO KOKOSING MATERIALS FOR THE SERVICE DEPARTMENT.

WHEREAS: The Service Director has requested to increase Purchase Order #2022-689 from \$22,000.00 to \$40,000.00, which requires the Council's approval; and

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

SEC. 1: That the increase to Purchase Order #2022-689 from \$22,000 to \$40,000 is hereby authorized for the Service Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 115-0610-53313.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 188-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STORM WATER OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF MEDINA, OHIO AND TACO BELL OF AMERICA, LLC.

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 Storm Water Operation and Maintenance Agreement (SWOMA) between the City of Medina, Ohio and Taco Bell of America, LLC.

SEC. 2: That a copy of the 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date:

ORD. 188-22
EXH. A

City of Medina Ohio

Document ID:

Corresponding Job ID:

MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this ____ day of _____, 20____, by and between Taco Bell of America, LLC (hereafter referred to as the Owner) and the *City of Medina, Ohio* hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 028-19A-09-189 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. 5908 to be developed as a freestanding restaurant and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices for the bioretention basin and on-site stormwater network as shown and described on the attached Comprehensive Storm Water Management Plan (*attach copy of development's approved plan*); and,

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

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

A. FINAL INSPECTION APPROVAL

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



B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.

2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:
 - a. The location and documentation of all access and maintenance easements on the property.
 - b. The location of each storm water management practice, including identification of the drainage areas served by each.
 - c. Photographs of each storm water management practice, including all inlets and outlets upon completion of construction.
 - d. A schedule of inspection.
 - e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

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

3. The Owner shall maintain, update, and store the maintenance records for the storm water management practices.

4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

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

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

The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____
- (viii) Any other item that could affect the proper function of the Facility.

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

D. FUNDING

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

E. INDEMNIFICATION

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31st day of August, 2022.

Owner: Taco Bell of America, LLC

Signature: [Handwritten Signature]

Printed Name: Eric Hayden, Assistant Secretary

State of California)

County of Orange) SS:

The foregoing instrument was acknowledged before me this 31st day of August by Eric Hayden who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 31st day of August, 2022.

Notary Signature: [Handwritten Signature]

Printed Name: Sarahi Montiel

My Commission Expires: September 7, 2023

Notary Seal:



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

City of Medina:

Signature: _____

Printed Name: Dennis Hanwell, Mayor

State of Ohio)

County of Medina) SS:

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

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

Notary Seal:

This instrument was prepared by:

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

ORDINANCE NO. 189-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE FIRE STATION #1 PARKING LOT REPLACEMENT PROJECT.

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 #1124, the Fire Station #1 Parking Lot Replacement 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 estimated amount of \$427,000.00, is available in Account No. 171-0610-54411 (ARPA Funds).

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 190-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE CITY RAILROAD DRAINAGE AND CROSSING IMPROVEMENTS PROJECT.

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 #1097, the City Railroad Drainage and Crossing Improvements 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 estimated amount of \$411,000.00, is available as follows: \$249,600.00 in Account No. 109-0630-54411, \$106,950.00 in Account No. 108-0610-54411, and \$54,450.00 in Account No. 145-0630-54411.

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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 191-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT ONE (1) EASEMENT NECESSARY FOR THE GATES MILLS BRIDGE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized to accept One (1) Easement necessary for the Gates Mills Bridge Replacement Project.

SEC. 2: That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 811 Gates Mills Boulevard, Permanent Parcel No. 028-19D-05-280, part of Medina City Out Lot No. 1645, one (1) storm sewer and drainage easement.

SEC. 3: That the funds to cover the easements, in the amount of \$4,700.00 are available in Account No. 108-0610-54411.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason construction is scheduled to begin in early October, 2022; 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Storm Sewer and Drainage Easement

ORD. 191-22
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (FOUR THOUSAND SEVEN HUNDRED and 00/100) Dollars (\$4,700.00) and other good and valuable consideration recited herein given to THOMAS D. TROCCHIO and ROZANNE M. TROCCHIO hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, Medina County, Ohio and known as being part of Lot 1645 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 15, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29th day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at a point at the Grantor's southeasterly property corner and the southwesterly right of way line of Gates Mills Blvd. and the True Point of Beginning of the parcel herein described;

1. Thence South 51 degrees 31 minutes 12 seconds West a distance of 25.00 feet to a point on the Grantor's southeasterly property line;
2. Thence North 38 degrees 28 minutes 48 seconds West a distance of 23.00 feet to a point;
3. Thence North 51 degrees 31 minutes 12 seconds East a distance of 25.00 feet to a point on the southwesterly right of way line of Gates Mills Blvd.;
4. Thence, South 38 degrees 28 minutes 48 seconds East a distance of 23.00 feet to a point on the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the True Point of Beginning and enclosing an area of 0.0132 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No: 028-19D-05-280.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Mary E. Kimberlin, P.E., P.S., Registered Surveyor No. 7540, and is based on survey performed by the Euthenics' survey staff in July, 2020.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee will furnish and install 18 cubic yards (approximately 6 feet wide x 32 feet long x 30 inches deep) of Type "B" rock rip-rap along the existing stream embankment. The rip-rap will be placed starting at the end of the concrete embankment adjacent to the corner of the house, extending southwest along the north side of the stream bank.
2. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES.

3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 811 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert and headwall installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances; to complete grading as necessary for the installation of the culvert and headwall to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 811 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrators, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31st day of August, 2022

Grantor:
Thomas D. Trocchio

Signature: [Signature]
Print Name: Thomas D. Trocchio

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Thomas D. Trocchio, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 31st day of August, 2022.



Notary Signature: [Signature]
Print Name: Sean Patrick Fanning
My Commission Expires: October 20 2026
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31 day of August, 2022

Grantor:
Rozanne M. Trocchio

Signature: [Signature]
Print Name: Rozanne Trocchio

State of Ohio)
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Rozanne M. Trocchio, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 31st day of August, 2022.



Notary Signature: [Signature]
Print Name: Sean Patrick Fanning
My Commission Expires: October 20 2026
Notary Seal:

This instrument was prepared by:
Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH. 44256

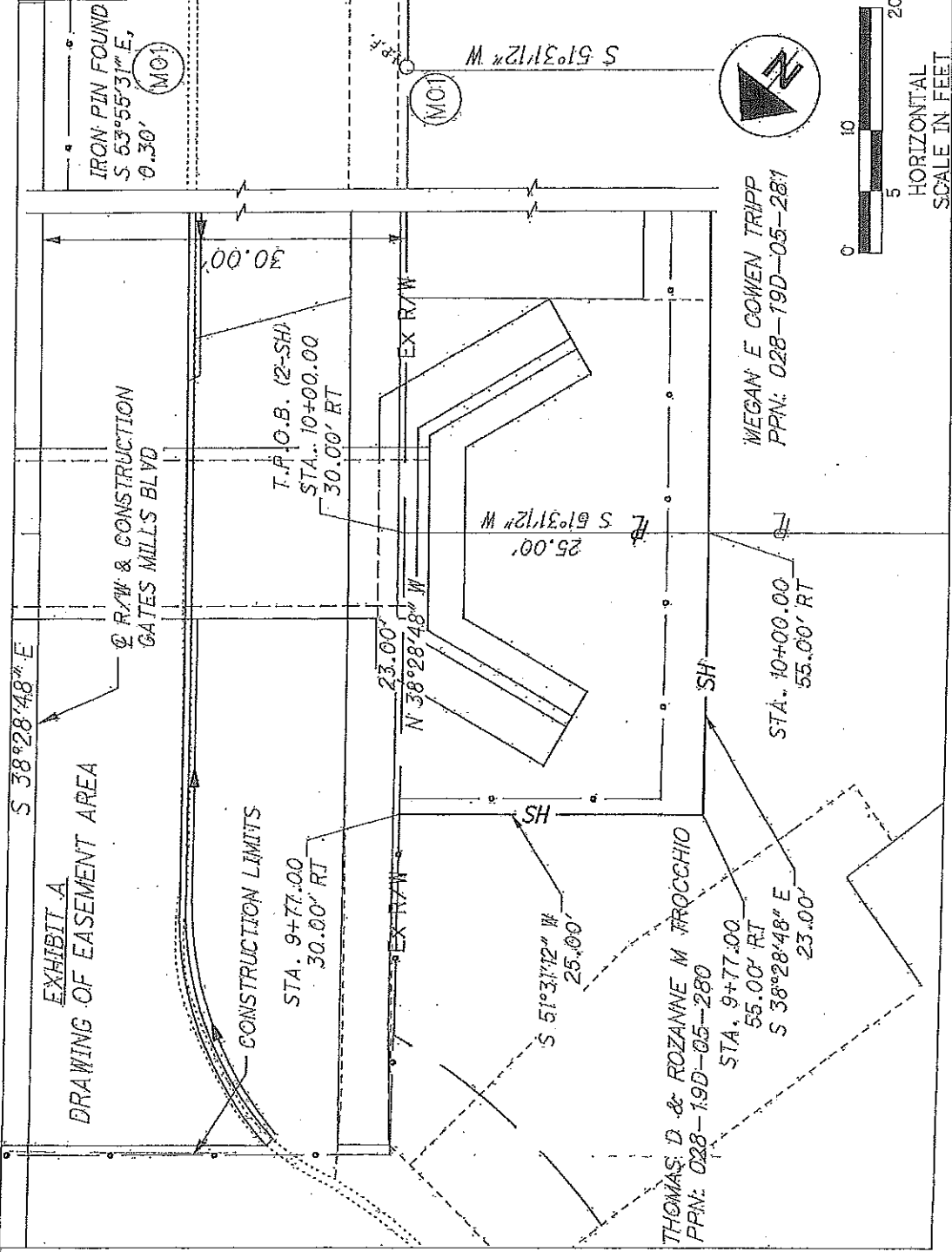


EXHIBIT A
DRAWING OF EASEMENT AREA

S 38°28'48" E

EX R/W & CONSTRUCTION
GATES MILLS BLVD

CONSTRUCTION LIMITS

STA. 9+77.00
30.00' RT

T.P. O.B. (2-SH)
STA. 10+00.00
30.00' RT

N 38°28'48" W

EX R/W

SH

S 51°31'12" W
25.00'

S 51°31'12" W

25.00'

THOMAS D & ROZANNE M TROCCHIO
PPN: 028-19D-05-280

STA. 9+77.00
55.00' RT
S 38°28'48" E
23.00'

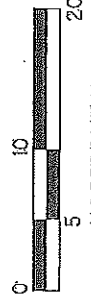
MEGAN E COWEN TRIPP
PPN: 028-19D-05-281

STA. 10+00.00
55.00' RT

IRON PIN FOUND
S 53°55'31" E,
0.30'



S 51°31'12" W



HORIZONTAL
SCALE IN FEET

ORDINANCE NO. 192-22

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO WINTROW CONSTRUCTION FOR THE EMERGENCY REPAIR TO THE CITY RAIL LINE, AND DECLARING AN EMERGENCY.

WHEREAS: The City Engineer has requested to increase Purchase Order #2022-1083 from \$40,072.34 to \$55,072.34, which requires the Council's approval; and

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

SEC. 1: That the increase to Purchase Order #2022-1083 from \$40,072.34 to \$55,072.34 is hereby authorized for the Engineering Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 145-0630-54411.

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

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the repairs were completed on an emergency basis and invoices need to be paid; 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. 193-22

AN ORDINANCE AUTHORIZING THE DONATION OF \$2,000.00 TO FARMERS & HUNTERS FEEDING THE HUNGRY FOR THE YEAR 2022.

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

- SEC. 1:** That the expenditure of \$2,000.00 to Farmers & Hunters Feeding the Hungry is hereby authorized for the year 2022.
- SEC. 2:** 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. 3:** That the funds to cover this payment are available in Account No. 001-0707-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 194-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS WITH LOCAL BUSINESSES PERTAINING TO THE ECONOMIC DEVELOPMENT DEPARTMENT'S SMALL BUSINESS WORKFORCE ASSISTANCE GRANT PROGRAM.

WHEREAS: Ordinance No. 114-22, passed May 9, 2022, authorized the City of Medina Economic Development Department to set aside \$200,000 of American Rescue Plan funding to implement a Small Business Workforce Assistance Grant program to assist Medina small businesses with workforce challenges due to COVID-19; and

WHEREAS: The Finance Committee, at its September 26, 2022 regular meeting, reviewed and approved 22 Small Business Grant Applications totaling \$108,000.00.

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

SEC. 1: That the Mayor is hereby authorized to enter into grant agreements with each business approved by the Finance Committee and outside legal counsel Walter-Haverfield, to assist Medina small businesses with workforce challenges due to COVID-19.

SEC. 2: That a copy of the approved businesses and a sample grant agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funding for the program, in the amount of \$108,000.00, is available in Account No. 171-0748-56633.

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

ORD. 194-22
Exh. A

Recommended Grant Award	
Business Name	Recommended Grant Award
Agency One Insurance LLC	\$ 3,000.00
Almost Home Childcare	\$ 10,000.00
Bella Moxie Company	\$ 2,000.00
Bella Sorrellas Corp	\$ 1,500.00
BK Fitness and Training	\$ 2,500.00
Candyapple & Co. LLC	\$ 5,000.00
Castle Noel	\$ 10,000.00
Chanchote LLC DBA Sweet Mango	\$ 7,500.00
Chill Ice Cream Co	\$ 4,000.00
Courthouse Pizza	\$ 2,500.00
Eagle Computer LLC	\$ 2,500.00
ECM Performance Materials Corp.	\$ 5,000.00
Eleven Eleven Boutique (Reverie)	\$ 2,500.00
Gardener's Cottage	\$ 3,000.00
It's a Dog's Life Pet Daycare, Resort & Spa LLC	\$ 5,000.00
Knot Yourself	\$ 5,000.00
LSQ Manufacturing Inc (Arthur Products Co.)	\$ 7,000.00
MMBKH Partners LLC DBA Got Milt Health and Fitness	\$ 2,000.00
Pappas Restaurant Group (Twisted Burgers & Sushi)	\$ 10,000.00
PK Coffee Houses Inc (Cool Beans Café)	\$ 10,000.00
Sarah's Violin Studio	\$ 3,000.00
VCS Salon and Spa	\$ 5,000.00

\$108,000

ARPA CITY OF MEDINA WORKFORCE ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT, dated as of the last date indicated after the signatures, is made by and between the City of Medina, and COMPANY NAME ("the Business"), referred to collectively as the "Parties".

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") was passed by Congress and signed into law on March 11, 2021, providing economic relief to state and local governments, and

WHEREAS, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and the Medina City Council elected to use ARPA funds to support small businesses with workforce issues resulting from the negative economic impact of COVID-19, and

WHEREAS, the Business has applied to the City of Medina and been awarded an ARPA Small Business Workforce Grant to lessen the negative impact of COVID-19 on the Business, and

WHEREAS, in order to properly protect the public's interest in both the proper oversight of government spending and mitigating the workforce issues caused by COVID-19, the Parties enter into this Agreement to set forth their rights and responsibilities with respect to the awarding of an ARPA Small Business Workforce Grant to the Business.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the Parties agree as follows:

1. The City of Medina shall award to Business an ARPA Small Business Workforce Grant in the amount of GRANT AMOUNT.
2. Business's Application, attached as Exhibit 1, is fully incorporated by this reference and made a part of this Agreement.
3. Business affirms that the information provided on the attached Application is complete, true and accurate. Business shall promptly notify the City of Medina, Economic Development Department in writing of any substantial change in the information provided in the application. A change in the information shall be considered substantial if it will have an impact on the Business's eligibility for the grant funding.
4. Business shall spend Grant money only for the expenses specifically listed in the Agreement. Business shall make all records available on request to the City of Medina their agents or representatives and the Auditor of State related to the expenditure of any Grant money.
5. If the City of Medina or an audit conducted by the Auditor of State concludes that Grant money was improperly expended, Business shall promptly follow all necessary procedures to repay those funds deemed expended in error.
6. Business shall not use Grant money to cover the cost of any expenses already paid for and reimbursed from another federal or state program. Any such expenditure will be treated as an improper expenditure of funds, and Business shall promptly repay those funds.

7. Business, or any other businesses affiliated with or under the control of Business, shall not accept any other ARPA funding being administered in Ohio or any other State, other than this Grant.
8. This Agreement will be governed by the laws of the State of Ohio. The Parties agree to jurisdiction in the Courts of the State of Ohio.
9. The City of Medina and the City of Medina Economic Development Committee have determined that NAME OF BUSINESS may utilize the grant funding for the following purposes, and for no other purposes. Documentation of how grant funds are utilized will be specific to the approved purposes and submitted to the City of Medina no later than December 31, 2023.

Grant funding must be used for the following purposes:

As the owner of NAME OF BUSINESS, I acknowledge that I fully understand and agree with the foregoing stipulations placed on the use of these funds. I will provide all necessary documentation of funding use and will immediately return all funding not used appropriately for the purposes stipulated in this agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed the Agreement as of the date(s) set forth below.

City of Medina

Signature: _____

Printed Name: Dennis Hanwell

Title: City of Medina Mayor

Date: _____

Business Owner

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ORDINANCE NO. 195-22

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$70,000.00 TO THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) TO ASSIST WITH PERMANENT SUPPORTIVE HOUSING BEING CONSTRUCTED IN THE CITY OF MEDINA, OHIO.

WHEREAS: The Medina Metropolitan Housing Authority is constructing Permanent Supporting Housing in the City of Medina on vacant land adjacent to the Juvenile Detention Center. Council recently approved rezoning of this land to allow for this housing development; and

WHEREAS: The City of Medina would like to donate \$70,000.00 of American Rescue Plan Act Funding (ARPA) to support this project.

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

SEC. 1: That the expenditure of \$70,000.00 to the Medina Metropolitan Housing Authority is hereby authorized.

SEC. 2: That the funding for this expenditure is available in Account No. 171-0743-53322, and has been approved by the city's legal counsel as appropriate ARPA funding.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 196-22

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING SECTIONS 1137.02 AND 1137.04 OF PART 11 – PLANNING AND ZONING CODE.

WHEREAS: The Planning Commission, at its July 14, 2022 meeting, unanimously approved a recommendation to City Council to amend the following Sections of Part 11 – Planning and Zoning Code of the City of Medina Codified Ordinances: Sections 1137.02 and 1137.04, pertaining to Principally Permitted Uses and Conditionally Permitted Uses in the C-3 (General Commercial) zoning district; and

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held September 26, 2022.

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

SEC. 1: That the amendments as set forth by the Planning Commission are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

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

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date –

CHAPTER 1137
C-3 General Commercial District

ORD. 196-22
Exh. A

1137.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-3 General Commercial District:

Residential	Public/Semi-Public	Commercial
...
		Retail less than 80,000 square feet in size
		Veterinary Office or Hospital in Enclosed Building
		Wholesale Establishments

1137.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-3 General Commercial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
...
		Retail larger than 80,000 square feet in size
		Sexually Oriented Business ³⁶
		<i>Wholesale Establishments smaller than 10,000 square feet in size</i>

ORDINANCE NO. 197-22

**AN ORDINANCE AMENDING ORDINANCE NO. 201-21,
PASSED DECEMBER 13, 2021. (Amendments to 2022 Budget)**

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

SEC. 1: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
574-0303-50111	18,500.00
574-0303-50112	300.00
574-0303-51121	400.00
574-0303-51126	250.00
574-0303-52212	2,200.00
574-0303-52213	525.00
574-0303-53312	3,000.00
574-0356-53312	7,000.00
574-0357-53313	2,000.00
574-0351-52215	100.00
574-0357-53313 (Donation)	300.00 *

SEC. 2: That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following reductions

<u>Account No./Line Item</u>	<u>Reductions</u>
574-0352-50111	18,500.00
574-0352-50111	300.00
574-0352-51121	400.00
574-0352-51126	250.00
574-0350-50111	2,200.00
574-0350-50111	525.00
574-0350-50111	3,000.00
574-0356-50111	7,000.00
574-0357-50111	2,000.00
574-0351-50111	100.00

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