

**ORDINANCE NO. 27-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A CONFLICT OF INTEREST WAIVER BETWEEN THE CITY OF MEDINA AND MCDONALD HOPKINS LLC RELATED TO THE LINDENWOOD LAKE DAM IMPROVEMENTS 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 and directed to sign a Conflict of Interest Waiver between the City of Medina and McDonald Hopkins LLC, pertaining to the Lindenwood Lake Dam Improvements Project.
- SEC. 2:** That a copy of the Conflict of Interest Waiver is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to assist in resolving the Lindenwood Lake Dam Improvements Project as expeditiously as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** February 28, 2022

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 1, 2022

**SIGNED:** Dennis Hanwell  
Mayor

Dennis Hanwell  
Mayor  
City of Medina

**Re: Lindenwood Lake Dam Improvements Project**

Dear Mr. Mayor:

As you are aware, McDonald Hopkins LLC (the "Firm") represents the City of Medina ("Medina") in connection with various purpose improvement and refunding bonds, series 2021. (the "Transaction"). As you are also aware, the Firm currently represents Marks Construction, Inc. ("Marks Construction") in the above referenced matter, which is unrelated to the Transaction.

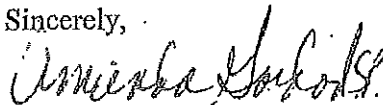
Under the ethical rules of the legal profession, our firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in unrelated matters would create a potential conflict of interest. Accordingly, in an abundance of caution, and pursuant to the Rules of Professional Conduct and the policy of this Firm, we ask that Medina waive and consent to any actual or potential conflict of interest arising out of our Firm's concurrent representation of Medina in the Transaction and of Marks Construction in matters unrelated to the Transaction. We are requesting a similar waiver from Marks Construction.

In connection with this, I would like to emphasize a few points. Medina should consider whether there is material risk that our Firm would be less zealous in pursuing its interests in view of our representation of Marks Construction. Medina should also consider whether there is a material risk that its confidences or secrets could be used adversely to it due to our relationship with Marks Construction. In this regard, I do not believe a risk exists that the Firm's representation of Marks Construction in unrelated matters will influence our representation of Medina. I do not believe our Firm would be less zealous in pursuing Medina's interests in the Transaction. In addition, I do not believe any risk exists of our Firm disclosing Medina's confidence or secrets due to our ethical obligations and Firm policy of not using or disclosing confidential information of a client without that client's express written permission. Nonetheless, Medina has the right to have independent counsel review this proposed waiver of conflict and the Firm encourages it to do so.

Accordingly, this letter confirms that Medina waives and consents to any and all conflicts of interest that may exist or may hereafter arise with respect to the Firm's concurrent representation of Medina in connection with the Transaction and of Marks Construction in matters unrelated to the Transaction. This will also confirm that Medina will not seek to disqualify me or the Firm from representing Marks Construction, provided that such representation is unrelated to the Transaction. In this regard, the Firm acknowledges that any consent provided does not extend to the representation by the Firm of Marks Construction in any litigation, arbitration or other adverse proceedings or claims that might arise between Medina and Marks Construction in connection with the Transaction. If that were to occur, the Firm would not represent either party.

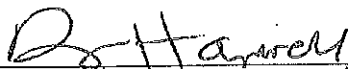
If this is acceptable, please confirm the waiver of and consent to the above-described conflicts of interest by signing where indicated below and return a copy to me. In the meantime, please feel free to call me with any questions or comments.

Sincerely,



Amanda Gordon

ACKNOWLEDGED AND AGREED TO:

  
City of Medina Dennis Hanwell, Mayor

March 1, 2022  
[Date]

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[Client Signature]