

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

October 10, 2017 (Tuesday)
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September 25, 2017)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor's Proclamation - "Made in Medina County Day"

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 143-17

An Ordinance authorizing the Job Creation Grant Agreement for Fire-Dex, LLC.

Ord. 144-17

An Ordinance authorizing the Job Creation Grant Agreement for Echelon of Medina – Echelon Independent Living Operations, LLC.

Ord. 145-17

An Ordinance authorizing the Job Creation Grant Agreement for Echelon of Medina – Echelon Assisted Living Operations, LLC.

Ord. 146-17

An Ordinance declaring the improvements to certain real property within the City to be a public purpose; describing the public improvements to be made to directly benefit such parcels; exempting such improvements from ad valorem real property taxation; requiring the owner of the improvements to make service payments in lieu of ad valorem real property taxes; authorizing the execution of a Revenue Sharing Agreement with the Medina City School District; and establishing a Municipal Improvement

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Tax Increment Equivalent Fund for the deposit of the service payments in lieu of ad valorem property taxes, all pursuant to Sections 5709.40, 5709.42 and 5709.43 of the Revised Code.
(emergency clause requested)

Ord. 147-17

An Ordinance amending Chapter 1335 of the Codified Ordinances of the City of Medina, Ohio relative to the adoption of the 2017 Edition of the Ohio Building Code and Related Codes.

Ord. 148-17

An Ordinance to adopt, administer, and enforce a new Chapter 1345 of the Codified Ordinances of the City of Medina, Ohio relative to the 2017 Ohio Plumbing Code.

Ord. 149-17

An Ordinance authorizing the Mayor to accept a Warranty Deed from Constance L. Shepperd for part of Medina City Lot #838 located on Harmony Street, to be used for municipal purposes.

Ord. 150-17

An Ordinance authorizing the Mayor to enter into an Agreement with Arcadis to allow installation of a monitoring well within the City parking lot on South Court Street.
(subject to Law Director's final approval of proposed language)

Ord. 151-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget)

Ord. 152-17

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

Res. 153-17

A Resolution authorizing an Agreement for Grant Assistance from the State of Ohio, Ohio Facilities Construction Commission, relative to the Cultural Facilities Community Grant Program for the Medina Historic District Parking Facility Project.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, September 25th, 2017

Opening:

Medina City Council met in regular, open session on Monday, September 11th, 2017. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Painter, Jonathan Mendel, Dan Gladish, Kimberly Marshal, Mike Wright, Jansen Wehrley and Stephanie Muller.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on September 11th, 2017 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yeas of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to tonight's Council meeting and will meet again in two weeks, but due to the Holiday the council meeting will be on a Tuesday, October 10th.

Health, Safety & Sanitation Committee: Mr. Kolesar had no report but commented that he has not heard from anyone in regards to his comments several weeks ago about reaching out to him for opinions on what direction they would like to see the city to go with sanitation.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson had no report.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 17-166-9/25 – Budget Amendments
- 17-167-9/25 – Job Creation Grant #JCG15 – Fire-Dex, LLC
- 17-168-9/25 – Job Creation Grant #JCG16 – Echelon Independent Living Operations
- 17-169-9/25 – Job Creation Grant #JCG17 – Echelon Assisted Living Operations
- 17-170-9/25 – Agreement w/Arcadis – Install Monitoring Well, 301 S. Court St.
- 17-171-9/25 – Expenditure Over \$15,000 – Labyrinth Management Group
- 17-172-9/25 – Adoption of TIF Ordinance, Revenue Sharing Agreement & TIF Parcels
- 17-173-9/25 – Adopt 2017 Ohio Building Code – Section 1335

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- 17-174-9/25 – Adopt 2017 Ohio Plumbing Code – Section 1345
- 17-175-9/25 – Net Profit Tax Grant Incentive for Local Businesses
- 17-176-9/25 – Discuss Tree Issues – City Sidewalk Program
- 17-177-9/25 – Establish Mandatory Retirement Age for Police & Fire Personnel
- 17-178-9/25 – Accept Warranty Deed

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Sunday September 24th, 10 a.m. to 3 p.m. Wings and Wheels at our airport. Classic cars, airplanes, UH Helicopter, and tour of airport terminal and hangar. Very well attended and perfect weather.
- 2) Thanks to Medina School Board for passing the TIF legislation necessary to accept the \$1 million grant from the State of Ohio to couple with city dollars to build a parking deck to support the Municipal Court, City Hall, and downtown activities. The city dollars will be advanced and then repaid with a portion of the tax dollars of the improved parcels where development is spurred by this new deck. TIF legislation and parcels heard by Finance tonight, and will go to Council October 10th if approved by Finance.
- 3) Fire District Advisory Committee - One trustee and three residents from both Medina and Montville Townships. City representative will be the Chair of Health Safety, Councilman Mark Kolesar, resident Gary Linden, business owner Mark Williams, and myself. Purpose is to review current operations and discuss need for additional staffing hours or days in relation to our call stats. Once that is reviewed, we will begin the process of reviewing the formation of a fire district for all three jurisdictions. First meeting will be Tuesday, September 26th, 4:30 p.m.
- 4) State of City was presented to the Medina Chamber of Commerce on September 5th. It has now been posted on the city website, www.medinaoh.org. Thanks to Medina TV for taping.

Keith Dirham, Finance Director, stated the next budget hearing will be before the Ward 3 & 4 meeting on October 3, beginning at 6:15 p.m., where we will have a budget meeting in conjunction with the Ward meeting at Heritage Elementary.

Greg Huber, Law Director, thanked Earl Olsen and Eric Olsen for organizing the Wings and Wheels event that took place yesterday.

Lt. Birckbichler, Acting Police Chief, had no report.

Kimberly Marshall, Economic Development Director, reported that on Friday, September 22nd the City of Medina, the Chamber of Commerce, Medina County Economic Development and Main Street Medina celebrated a few ribbon cuttings and ground breaking celebrations such as Green Biologics at 803 East Washington St., Echelon Senior Living Group at 629 North Huntington St., Project Learn in upper floor of the Williams and Bachelder, and Circles on the Square a donut company at 28 Public Square. Also today, Fire Dex had a ground breaking ceremony at 3 p.m.

Jonathon Mendel, Planning Community Director, had no report.

Mike Wright, Recreation Center Director, reported the Medina Rec will have a Senior Day on Friday, October 20th from 9:30 a.m. - 12:30 p.m. There will be free health screenings, balance screenings, and flu shots along with local vendors, refreshments, and raffles. The next Rec Advisory Committee meeting is Thursday, November 16th, at 7:30 a.m. as there will not be a meeting in October.

Jansen Wehrley, Parks and Recreation Director thanked the volunteers from Robby's Recovery Center. The last two weekends they assisted the Parks Department with a service project over at Ray Mellert Park by spreading mulch, painted the swing set and pulling weeds, and did a variety of things to spruce it up.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported two projects with culvert bridge replacements have started, one on North Harmony and the other on West Smith between Huntington and Prospect. Both projects require street closings for about 90 days to allow for the replacement.

Nino Piccoli, Service Director, stated they have received several calls of interest for the leaf program already so they will start vacuuming of leaves when the piles are adequate enough for them to send out the equipment and typically that is the 3rd week in October, although they are seeing the leaves falling a lot earlier this year. Information will be on the City website. The Yard Waste Program is still going forward and will run through the Thanksgiving holiday and probably will wrap up around December 1st.

Confirmation of Mayor's Appointment

Cemetery Commission – Gregory Walter, expiring 12/31/2018

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and approved by the yeas and nays of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Richard Doyle a local artist gifting a 2009 Painting to the City of Medina Ohio. Mr. Doyle explained that as a 15 year old, he worked for the Parks and Recreation Center. He stated he has sold about 400 prints of this painting and it is an honor for him to be able to donate this painting and hopefully people can enjoy it for many years to come. Mr. Shields spoke of Richard and how he truly is a Medina guy who grew up in the Heritage School neighborhood and went on through

to Medina High School. Mr. Shields stated he is a great guy, great family, and great artist.

Introduction and Consideration of Ordinances and Resolutions:

Res. 136-17

A Resolution recognizing the month of September as National Prostate Cancer Awareness Month. Mr. Shields moved for the adoption of Ordinance/Resolution No. 136-17, seconded by Mr. Simpson. Mr. Coyne read the resolution and encouraged the citizens of Medina to increase the importance of prostate screenings. The City of Medina, Ohio hereby proclaims September as Prostate Cancer Awareness Month. Stephanie Muller stated she appreciates the City of Medina supporting Prostate Cancer Awareness Month and encourages all men to get tested because early detection really can save lives. The roll was called and Ordinance/Resolution No. 136-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 137-17

An Ordinance adopting the amended agreement, with the City of Brunswick for Reciprocal Backup Chief Building Official Services. Mr. Shields moved for the adoption of Ordinance/Resolution No. 137-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 137-17, seconded by Mr. Simpson. Mr. Gladish stated this ordinance allows them to continue the Reciprocal Agreement for Backup Chief Building Official Services with the City of Brunswick. Emergency clause is needed due to the existing 5 year agreement expiring on September 11th. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 137-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 138-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 138-17, seconded by Mr. Simpson. Mr. Dirham stated there are four items here and the first is for Christmas Lights-an appropriation of electrical aggregation funds, the second is an appropriation of funds through a refund, the third is an appropriation of funds through a donation and fourth the paver sales for the Bicentennial Park and the costs that are involved with that. The roll was called and Ordinance/Resolution No. 138-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, B. Lamb, P. Rose, and J. Shields.

Ord. 139-17

An Ordinance authorizing the Mayor to execute a Revocable Use Permit to use or occupy a part of the City Right-of-Way with a decorative block landscaping wall located at 260 W. Court Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 139-17, seconded by Mr. Simpson. Mr. Patton stated he became aware that the property owner at 260 South Court Street, which is the address for Castle Noel, was installing some landscaping blocks on their property and in one location the blocks butt up against the city sidewalk which is the City right-of-way. In order for us to allow that to stay, Council has to issue the owner a Revocable Use

Permit. The roll was called and Ordinance/Resolution No. 139-17 passed by the yea votes of J. Coyne, B. Hilberg, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 140-17

An Ordinance authorizing the Mayor to enter into Amendment No. 9 to the Agreement with Delta Airport Consultants, Inc. for modifications of project plans and specifications and re-bidding for the North-South Taxiway Reconstruction Project at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 140-17, seconded by Mr. Simpson. Mr. Huber stated they bid this project and the bids came in more than 10% over the engineer's estimate, which means we have to reconfigure the project. We modified and cut down the scope of the project and will rebid so we can get this project underway. The roll was called and Ordinance/Resolution No. 140-17 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Res. 141-17

A Resolution supporting and accepting the Friends of the Cemetery's Grove Cemetery Material Storage Shed Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 141-17, seconded by Mr. Simpson. Mr. Wehrley stated the Friends of the Cemetery would like to construct a material storage shed at Spring Grove to cover bulk materials that will also clean up the area adjacent to our maintenance building. They have engaged an architectural firm to design, and are hoping to build the structure and then gift it to the City. Jansen thanked the Friends of the Cemetery for their continued contributions and noted that over the years they have donated approximately \$1.1 million dollars in improvements at Spring Grove Cemetery. Mr. Simpson echoed what Jansen stated and feels the Friends of the Cemetery has been an organization that has taken the cemetery under their wings. The roll was called and Ordinance/Resolution No. 141-17 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Res. 142-17

A Resolution in support of the Ohio Department of Transportation's Speed Evaluation Study for State Route 18. Mr. Shields moved for the adoption of Ordinance/Resolution No. 142-17, seconded by Mr. Simpson. Mayor Hanwell stated the State of Ohio is in the process of continuing widening State Route 18 from Nettleton to Alber Drive in the City. ODOT studied the speeds and found it should be posted 35 mph verses the current posting of 25 mph. For the project to continue into the City, we have to agree to increase the speed and for our officers to attest it is unreasonable to go in excess of 25 mph would not be proper after this analysis by the State of Ohio. We have very little method to do anything other than raise it to 35 mph or to site anybody from exceeding the 25 mph speed limit as a result of the study. Mayor Hanwell requested Council to pass this resolution in support. Mr. Kolesar said understands where the state is coming from, and it sounds like it's mandatory up to Spring Grove. He is struggling with this and will be voting no. Bill Lamb stated this is going to be his protest vote because it makes no difference whatsoever. He stated if you can go 35 mph and do 40 mph it takes 119 ft. to stop and people that live on state routes in houses have children just like people that live in neighborhoods that aren't state routes. Mr. Lamb said this is not a City issue but a State mandated issue that to him defies logic because we do it, because if we don't we won't receive State funding. Bill feels the volume of traffic has increased

so significantly that when you add the volume of traffic to the speed of 40 mph, you create a situation that is not safe and it's not conducive to the livability on those streets. He will be voting no. Mr. Rose stated that this is just another thing that the State takes away from the City being able to control, and he will be voting no. Mr. Simpson respects the no votes but knows the City is going to have to adopt this or will lose funding, and he will vote yes but will also contact his State legislator and ask to reconsider this not only for Medina but State wide where State routes go through residential neighborhoods. He agrees with all three councilmen and their comments but for him this venue isn't the proper place and he will contact his State legislators. The roll was called and Ordinance/Resolution No. 142-17 passed by the yeas of J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Council Comments:

Mr. Kolesar reminded everyone that on Tuesday, October 3rd at 7 p.m. they will have the Ward 3 and Ward 4 meeting at Heritage Elementary School, 833 Guilford Blvd. All are welcome to attend.

Mr. Hilberg spoke of the volunteer work at Ray Meller Park and stated that September was National Recovery Month and Robby's celebrated this month with service projects. In addition to the projects they did at the park, they also partnered with Tom Cromer from our Building Department to assist an elderly woman on Washington St. that needed some work done and they stepped up and completed most of the work. They also held two trash nights where volunteers from Robby's went out and collected trash in Ward 1 neighborhoods. He said they are proving to be a valuable asset to the community.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:12 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 143-17**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR FIRE-DEX, LLC.**

WHEREAS: Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS: Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

WHEREAS: As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

WHEREAS: The Business Development Committee recommended the attached grant agreement for Fire-Dex, LLC.

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

SEC. 1: That the Job Creation Grant Agreement #JCG15 for Fire-Dex, LLC is hereby authorized.

SEC. 2: That the Mayor is hereby authorized to execute all documentation associated with the Grant.

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

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

SEC. 5: That this Ordinance shall be 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. 143-17
EXH. A

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG15-Fire-Dex, LLC 17

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and FIRE-DEX, LLC with its main offices located at 780 South Progress Drive, Medina, Ohio 44256 (hereinafter referred to as "The Company"), and is dated as of _____.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, "The Company" is desirous of expanding the facility located at 780 South Progress Drive, Medina, Ohio to create 30 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing "The Company" with incentives available for the development of the PROJECT; and

WHEREAS, "The Company" has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, "The Company" has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of "The Company" and has recommended the same to Medina City Council on the basis that "The Company" is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. **"The Company"** shall **expand the facility located at 780 South Progress Drive, Medina, Ohio** for the purpose of manufacturing. This project will include significant investments for building improvements including repairs and replacement of equipment and purchase of new equipment.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$2,000,000(dollars).

- B. The PROJECT will involve a total investment, plus or minus 10%, by **"The Company"** as follows:

1. New Machinery and Equipment	\$
2. Improvements to Existing Buildings	\$ 1,800,000
3. Land/Building Acquisition	\$
4. Construction of facility / improvements	\$
5. Furniture & Equipment	\$ 200,000

TOTAL	\$2,000,000
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- C. Construction of the **addition** will begin approximately **September of 2017** and will be completed approximately **April of 2018**.

3. Job Creation and Retention.

- A. **"The Company"** shall create in the City of Medina within a time period not exceeding **36** months after the occupation of the aforesaid facility, the equivalent of **30** new full-time permanent job opportunities in the City of Medina.

- 1) **"The Company"** schedule for hiring permanent full time employees is as follows:

	Number of Jobs
<u>Year</u>	<u>New to Medina</u>
2019	10
2020	10
2021	10

- B. The job creation period begins approximately April 2018 and all jobs will be in place by December 31, 2021.
- C. The Company currently has 121 employees at the project site. The Company currently has 121 employees in the City of Medina. In total, the Company has 121 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$840,000 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Of Payroll Taxes New to Medina</u>
3	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$5,250. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **"The Company"** must retain full time permanent jobs existing in Medina as per the grant Agreement.

- (1) If **"The Company"** does not achieve at least 90% of new payroll projections, **"The Company"** shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **"The Company"** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **"The Company"** will receive its annual grant payment.
- (4) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2019. The initial grant payment shall be made by approximately June 30th, 2022, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2020, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **"The Company"** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **"The Company"** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **"The Company"** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **"The Company"** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **"The Company"** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **"The Company"** shall pay all taxes and shall file all tax reports and returns as required by law. If **"The Company"** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **"The Company"** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **"The Company's"** compliance with the Agreement.

8. Maintenance of Grant.

- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **"The Company"** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.

9. Certification as to Payment of Taxes. **"The Company"** certifies that at the time this Agreement is executed, **"The Company"** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **"The Company"** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **"The Company"** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **"The Company"** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **"The Company"** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **"The Company"** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **"The Company"** in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.

- B. If **"The Company"** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If **"The Company"** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **"The Company's"** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **"The Company"** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if **"The Company"** has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny **"The Company"** the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
 - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
 - 2) **"The Company"** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 7 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **"The Company"** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **"The Company"** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 7 year period beginning on the effective date of this Agreement; or within ten (10) days from the date **"The Company"** is notified by the City of Medina that any tax certification is fraudulent.

G. **"The Company"** or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of **"The Company"** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If **"The Company"** merges with another entity or
- (iii) If **"The Company"** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **"The Company"** or its successor entity to perform substantially the obligations of **"The Company"** under this Agreement and to meet the employment and payroll projections anticipated herein. **"Control of 'The Company'"** for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **"The Company's"** board of directors.

H. Each provision for modification or termination hereunder shall not affect **"The Company's"** obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. **"The Company"** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **"The Company"** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to:

Dennis Hanwell, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to:

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

If to FIRE-DEX, LLC to:

Bill Burke, CEO
FIRE-DEX, LLC
780 South Progress Drive
Medina, Ohio 44256

or such other address as may be noticed.

15. Condition Precedent. **"The Company"** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **"The Company"**, by _____, have caused this instrument to be executed on the _____ day of _____, 2017.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

FIRE-DEX, LLC
(The Company)

By: _____

Title: _____

The legal form and correctness of the
within instrument is hereby approved.

DIRECTOR OF LAW— CITY OF MEDINA

By: _____

Date: _____

ORDINANCE NO. 144-17**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR ECHELON OF MEDINA – ECHELON INDEPENDENT LIVING OPERATIONS, LLC.**

WHEREAS: Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS: Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

WHEREAS: As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

WHEREAS: The Business Development Committee recommended the attached grant agreement for Echelon of Medina – Echelon Independent Living Operations, LLC.

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

SEC. 1: That the Job Creation Grant Agreement #JCG16 for Echelon of Medina – Echelon Independent Living Operations, LLC is hereby authorized.

SEC. 2: That the Mayor is hereby authorized to execute all documentation associated with the Grant.

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

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

SEC. 5: That this Ordinance shall be 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. 144719
Exh. A

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG16-Echelon Ind. Living 17

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Echelon of Medina/Echelon Independent Living Operations, LLC with its main offices located at 3975 Everett Road, Richfield, Ohio 44286 (hereinafter referred to as "The Company"), and is dated as of _____.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, "The Company" is desirous of constructing a new Senior Independent Living facility at 629 North Huntington Street, Medina, Ohio 44256 to create **25** new full time and **11** new part time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing "The Company" with incentives available for the development of the PROJECT; and

WHEREAS, "The Company" has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, "The Company" has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of "The Company" and has recommended the same to Medina City Council on the basis that "The Company" is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. "The Company" shall construct a 90 unit, 119,413 square foot Senior Independent Living Facility in Medina, Ohio. This project will include significant investments for land and new construction.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$15,500,000(dollars).
- B. The PROJECT will involve a total investment, plus or minus 10%, by "The Company" as follows:

1. New Machinery and Equipment	\$
2. Improvements to Existing Buildings	\$
3. Land/Building Acquisition	\$ 400,000
4. Construction of facility / improvements	\$ 14,600,000
5. Furniture & Equipment	\$ 500,000
TOTAL	\$15,500,000

- C. Construction of the Senior Independent Living Facility will begin approximately **September of 2017** and will be completed approximately **October of 2018**.

3. Job Creation and Retention.

- A. "The Company" shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 25 new full-time and 11 new part-time permanent job opportunities in the City of Medina.

- 1) "The Company" schedule for hiring permanent full time employees is as follows:

	Number of Jobs
<u>Year</u>	<u>New to Medina</u>
2018	29 (20 full time and 9 part time)
2019	7 (5 full time and 2 part time)
	<u>36 (25 full time and 11 part time) total</u>
2020	0

- B. The job creation period begins approximately mid June 2018 and all jobs will be in place by December 31, 2020.
- C. The Company currently has 0 employees at the project site. The Company currently has 0 employees in the City of Medina. In total, the Company has 0 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$895,000 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Of Payroll Taxes New to Medina</u>
3	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$5,593.75 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **"The Company"** must retain any full time permanent jobs existing in Medina as per the grant Agreement.

- (1) If **"The Company"** does not achieve at least 90% of new payroll projections, **"The Company"** shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **"The Company"** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **"The Company"** will receive its annual grant payment.
- (4) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2018. The initial grant payment shall be made by approximately June 30th, 2021, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2020, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **"The Company"** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **"The Company"** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **"The Company"** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **"The Company"** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **"The Company"** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **"The Company"** shall pay all taxes and shall file all tax reports and returns as required by law. If **"The Company"** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **"The Company"** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **"The Company's"** compliance with the Agreement.

8. Maintenance of Grant.

- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **"The Company"** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.

9. Certification as to Payment of Taxes. **"The Company"** certifies that at the time this Agreement is executed, **"The Company"** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **"The Company"** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **"The Company"** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **"The Company"** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **"The Company"** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **"The Company"** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **"The Company"** in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.

- B. If **"The Company"** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If **"The Company"** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **"The Company's"** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **"The Company"** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if **"The Company"** has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny **"The Company"** the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
 - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
 - 2) **"The Company"** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 6 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **"The Company"** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **"The Company"** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 6 year period beginning on the effective date of this Agreement; or within ten (10) days from the date **"The Company"** is notified by the City of Medina that any tax certification is fraudulent.

G. **"The Company"** or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of **"The Company"** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If **"The Company"** merges with another entity or
- (iii) If **"The Company"** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **"The Company"** or its successor entity to perform substantially the obligations of **"The Company"** under this Agreement and to meet the employment and payroll projections anticipated herein. **"Control of 'The Company'"** for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **"The Company's"** board of directors.

H. Each provision for modification or termination hereunder shall not affect **"The Company's"** obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. **"The Company"** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **"The Company"** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to: Director of Law— City of Medina
Gregory Huber
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

If to Echelon of Medina/Echelon Independent Living Operations, LLC to:

Jeff Risner, President
Echelon of Medina
Echelon Independent Living Operations, LLC
3975 Everett Road
Richfield, Ohio 44286

or such other address as may be noticed.

15. Condition Precedent. **"The Company"** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **"The Company"**, by _____, have caused this instrument to be executed on the _____ day of _____, 2017.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

Echelon of Medina
Echelon Independent Living
Operations, LLC
(The Company)

By: _____

Title: _____

The legal form and correctness of the
within instrument is hereby approved.

DIRECTOR OF LAW— CITY OF MEDINA

By: _____

Date: _____

ORDINANCE NO. 145-17**AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR ECHELON OF MEDINA – ECHELON ASSISTED LIVING OPERATIONS, LLC.**

WHEREAS: Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS: Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

WHEREAS: As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

WHEREAS: The Business Development Committee recommended the attached grant agreement for Echelon of Medina – Echelon Independent Living Operations, LLC.

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

SEC. 1: That the Job Creation Grant Agreement #JCG17 for Echelon of Medina – Echelon Assisted Living Operations, LLC is hereby authorized.

SEC. 2: That the Mayor is hereby authorized to execute all documentation associated with the Grant.

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

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

SEC. 5: That this Ordinance shall be 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. 145-17
Exh. A

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG17-Echelon Assisted Living
Operations, LLC 17

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Echelon of Medina/Echelon Assisted Living Operations, LLC with its main offices located at 3975 Everett Road, Richfield, Ohio, 44286 (hereinafter referred to as "The Company"), and is dated as of _____.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, "The Company" is desirous of constructing an Assisted Living facility at 635 North Huntington Street, Medina, Ohio 44256 to create 63 new full and 27 part time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing "The Company" with incentives available for the development of the PROJECT; and

WHEREAS, "The Company" has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, "The Company" has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of "The Company" and has recommended the same to Medina City Council on the basis that "The Company" is qualified by financial responsibility and

business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. "The Company" shall construct an Assisted Living Facility at 635 North Huntington Street, Medina, Ohio for the purpose of providing Assisted Living. This project will include significant investments for land acquisition, construction of a new building, and purchase of furniture and equipment.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$12,250,000(dollars).
- B. The PROJECT will involve a total investment, plus or minus 10%, by "The Company" as follows:

1. New Machinery and Equipment	\$
2. Improvements to Existing Buildings	\$
3. Land/Building Acquisition	\$ 400,000
4. Construction of facility / improvements	\$11,250,000
5. Furniture & Equipment	\$ 600,000

TOTAL	\$12,250,000
--------------	---------------------

- C. Construction of the facility will begin approximately **September 2017** and will be completed approximately **October, 2018**.

3. Job Creation and Retention.

- A. "The Company" shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 63 new full-time and 27 new part time permanent job opportunities in the City of Medina.

- 1) "The Company" schedule for hiring permanent full and part time employees is as follows:

	Number of Jobs
<u>Year</u>	<u>New to Medina</u>
2018	71 (50 full time and 21 part time)
2019	19 (13 full time and 6 part time)
	90 (63 full time and 27 part time) total

- B. The job creation period begins approximately June 2018 and all jobs will be in place by December 31, 2020.
- C. The Company currently has 0 employees at the project site. The Company currently has 0 employees in the City of Medina. In total, the Company has 0 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$1,979,000 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Of Payroll Taxes New to Medina</u>
4	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$12,368.75. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, "The Company" must retain full time permanent jobs existing in Medina as per the grant Agreement.

- (1) If **"The Company"** does not achieve at least 90% of new payroll projections, **"The Company"** shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **"The Company"** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **"The Company"** will receive its annual grant payment.
- (4) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2018. The initial grant payment shall be made by approximately June 30th, 2021, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2020, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **"The Company"** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **"The Company"** is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30th of the following year, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28th and reconciliation is confirmed by the City of Medina Finance Department. If **"The Company"** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **"The Company"** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **"The Company"** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **"The Company"** shall pay all taxes and shall file all tax reports and returns as required by law. If **"The Company"** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **"The Company"** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **"The Company's"** compliance with the Agreement.
8. Maintenance of Grant.
 - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
 - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **"The Company"** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. **"The Company"** certifies that at the time this Agreement is executed, **"The Company"** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **"The Company"** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **"The Company"** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **"The Company"** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **"The Company"** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **"The Company"** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **"The Company"** in all pertinent respects.
12. Termination or Modification of Incentives.

- A. If **"The Company"** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If **"The Company"** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If **"The Company"** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **"The Company's"** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **"The Company"** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if **"The Company"** has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny **"The Company"** the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
 - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
 - 2) **"The Company"** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 7 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **"The Company"** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **"The Company"** moves the Project out of the

City of Medina or terminates its operations at the Facility altogether during the 7 year period beginning on the effective date of this Agreement; or within ten (10) days from the date "The Company" is notified by the City of Medina that any tax certification is fraudulent.

G. "The Company" or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of "The Company" or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If "The Company" merges with another entity or
- (iii) If "The Company" substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of "The Company" or its successor entity to perform substantially the obligations of "The Company" under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of "The Company"" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of "The Company's" board of directors.

H. Each provision for modification or termination hereunder shall not affect "The Company's" obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. "The Company" shall pay an annual fee of \$ 500 (five hundred dollars) in each year that "The Company" has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

With a copy to: Director of Law— City of Medina
Gregory Huber
Medina City Hall
132 N. Elmwood Avenue

Medina, Ohio 44256

If to Echelon Assisted Living Operations, LLC to:

Jeff Risner, President
Echelon of Medina/Echelon Assisted Living
3975 Everett Road
Richfield, Ohio 44286

or such other address as may be noticed.

15. Condition Precedent. **"The Company"** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **"The Company"**, by _____, have caused this instrument to be executed on the _____ day of _____, 2017.

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

WITNESSED BY:

Echelon of Medina/Echelon
Assisted Living Operations, LLC
(The Company)

By: _____

Title: _____

The legal form and correctness of the
within instrument is hereby approved.

DIRECTOR OF LAW— CITY OF MEDINA

By: _____

Date: _____

ORDINANCE NO. 146-17

AN ORDINANCE DECLARING THE IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE CITY TO BE A PUBLIC PURPOSE; DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS; EXEMPTING SUCH IMPROVEMENTS FROM AD VALOREM REAL PROPERTY TAXATION; REQUIRING THE OWNER OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF AD VALOREM REAL PROPERTY TAXES; AUTHORIZING THE EXECUTION OF A REVENUE SHARING AGREEMENT WITH THE MEDINA CITY SCHOOL DISTRICT; AND ESTABLISHING A MUNICIPAL IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE SERVICE PAYMENTS IN LIEU OF AD VALOREM PROPERTY TAXES, ALL PURSUANT TO SECTIONS 5709.40, 5709.42 AND 5709.43 OF THE REVISED CODE; AND DECLARING AN EMERGENCY.

WHEREAS: Sections 5709.40, 5709.42 and 5709.43 of the Revised Code (the "Act") provide that this Council may describe public improvements to be made that directly benefit certain parcels and declare "Improvements" (as defined in Section 5709.40) with respect to such parcels of real property located in the City to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of ad valorem real property taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS: The City intends to secure one or more developers (each, a "Developer") to develop, redevelop and/or renovate certain parcels of real property in the City as more particularly described in Exhibit A attached hereto (the "TIF Site") consisting of a variety of uses (the "Development"); and

WHEREAS: In order to successfully develop the TIF Site, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as defined in Section 5709.40(A)(7) of the Revised Code and as further described in Exhibit B attached hereto (the "Public Infrastructure Improvements") that will directly benefit the TIF Site; and

WHEREAS: The Public Infrastructure Improvements and the Development are a public purpose of the City, and provide the conditions necessary to permit the City to lawfully exempt the TIF Site from real property taxation as authorized herein; and

WHEREAS: The presence of the Development in the City will benefit the City and its residents by creating economic opportunities, increasing local employment opportunities, enlarging the property tax and income tax bases, and stimulating collateral development in the City; and

WHEREAS: The City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu taxes with respect to the Improvement of the TIF Site, pursuant to Section 5709.42 of the Revised Code, to pay costs of the Public Infrastructure Improvements; and

WHEREAS: This Council has previously delivered a written notice to the Medina County Career Center (the "Career Center") of this Council's intent to take formal action on this Ordinance in accordance with the requirements of Section 5709.83(B) of the Revised Code; and

WHEREAS: The Medina City School District (the "School District") has waived its right to receive written notification of this Ordinance consistent with Section 5709.83(B) of the Revised Code.

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

SEC. 1: The Public Infrastructure Improvements described in Exhibit B are hereby designated as those public improvements that directly benefit, or that once made will directly benefit, the TIF Site and the City and, together with the balance of the Development, are determined to be necessary for the public health, safety and welfare, and a public purpose.

SEC. 2: Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Revised Code, this Council hereby finds and determines that 100% of the increase in the assessed value of the TIF Site that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in Section 5709.40(A)(4)) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose, for a period not to exceed 30 years and exempt from taxation commencing, for each parcel, with the first tax year that begins after the effective date of this Ordinance and in which an improvement resulting from the construction of a structure on that parcel first appears and ending on the earlier of (i) the date the Improvements have been exempted from taxation for a period of 30 years or (ii) the date on which the City has collected into the Fund established in Section 4 a total amount of Service Payments (as defined below) available for and sufficient to pay in full the City Loan described in Section 4 below (the "Exemption Period"); provided, however, that certain compensatory payments shall be paid to the School District and the Career Center in the amounts and on the dates as provided in Section 6 herein.

SEC. 3:

As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvements are hereby required to and shall pay the service payments in lieu of ad valorem real property taxes to the County Treasurer of Medina County (the "County") (unless otherwise authorized and directed in writing by the County) on or before the final dates for payment of real property taxes, which service payments in lieu of ad valorem real property taxes, together with any associated rollback payments shall be deposited in the Municipal Public Improvement Tax Increment Equivalent Fund described in Section 4. Any late payments of service payments in lieu of ad valorem real property taxes be subject to penalty and bear interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Revised Code, as may hereinafter be amended, or any successor provisions thereto (the late payments together with the service payments in lieu of ad valorem real property taxes and rollback payments are referred to collectively as the "Service Payments"). This Council hereby authorizes the Mayor, the Director of Finance, the Director of Law, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

SEC. 4:

This Council hereby (a) establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Revised Code, the Downtown Redevelopment Municipal Tax Increment Equivalent Fund (the "Fund") into which there shall be deposited all of the Service Payments with respect to the Improvements on the TIF Site by or on behalf of the City, as provided in Section 5709.42 of the Revised Code, and (b) agrees that moneys in the Fund shall be used solely for the purposes authorized in the Act, including for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including those costs set forth in Section 133.15(B) of the Revised Code; and
- (ii) to pay the interest and any premium on, and principal of, any loans entered into or bonds or notes or other obligations issued or by the City or any other governmental entity to finance costs of the Public Infrastructure Improvements (including any amendment, replacement, refinancing, extension of such loans, bonds, notes or other obligations, collectively, the "City Loan") until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and

- (iii) to pay the School District the School District Compensation Payments (as defined herein) owed under the Revenue Sharing Agreement as described in Section 6 herein; and
- (iv) to pay the Career Center the Career Center Compensation Payments (as defined herein) owed under Section 5709.40(D) of the Revised Code as described in Section 6 herein.

The Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with Section 5709.43.

SEC. 5: This Council hereby designates the Public Infrastructure Improvements described in Exhibit B as "Public Infrastructure Improvements" as defined in Section 5709.40(A)(7) of the Revised Code.

SEC. 6: The Mayor, on behalf of the City, is hereby authorized and directed to enter into a Revenue Sharing Agreement (the "Revenue Sharing Agreement") between the City and the School District. The Revenue Sharing Agreement shall provide that during the Exemption Period, the City shall pay to the School District compensatory payments in lieu of certain real property taxes that would otherwise be payable to the School District but for the property tax exemption provided for in this Ordinance (the "School District Compensation Payments"). Such School District Compensation Payments shall be payable in the amounts, at the times, and as otherwise provided for in the Revenue Sharing Agreement. The Revenue Sharing Agreement shall be in substantially the same form as the form attached hereto as Exhibit C and is incorporated herein, with such changes as are not inconsistent with this Ordinance and not adverse to the City, which shall be established conclusively by the signature of the Mayor and approval as to form and correctness by the Director of Law thereon; provided, however, the Revenue Sharing Agreement shall become effective on the date as provided therein. In accordance with Section 5709.40(D) of the Revised Code, the City shall pay to the Career Center compensation payments (the "Career Center Compensation Payments") at the same rate and under the same terms as the City shall pay the School District Compensation Payments to the School District under the Revenue Sharing Agreement.

SEC. 7: This Council further hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to sign and execute all documents and make such arrangements as are necessary and proper for (i) collection of the Service Payments to be deposited in the Fund, (ii) carrying out the provisions of the Revenue Sharing Agreement and (iii) carrying out the provisions of this Ordinance.

SEC. 9: In accordance with Section 5709.832 of the Revised Code, this Council hereby determines that the Developer, its successors or assigns in interest to the property tax

exemption authorized herein, shall not deny employment to any individual based solely on race, religion, sex, disability, color, national origin, or ancestry.

SEC. 10: Pursuant to Section 5709.40(I) of the Revised Code, the Clerk of Council is hereby directed to deliver or cause to be delivered a copy of this Ordinance to the Director of the Ohio Development Services Agency (the "Director") within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 remains in effect, the Mayor, the Director of Finance, the Economic Development Director or other authorized officer of this City shall prepare and submit to the Director the status report required under Section 5709.40(I).

SEC. 11: This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and of any committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SEC. 12: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to provide for the real property tax exemption, the Service Payments, and the related objectives provided for herein that are needed to benefit the City and its residents by creating economic opportunities, enlarging the property tax and income tax bases, and stimulating collateral development within the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by the affirmative vote of not less than four (4) members elected to Council, and approval by the Mayor, or otherwise at the earliest time allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

EXHIBIT A

TIF SITE

W FRIENDSHIP ST

Legend

/// TIF Parcels

□ Parcels

TIF PARCEL NUMBERS:

028-19A-21-070
028-19A-21-071
028-19A-21-072
028-19A-21-376
028-19A-21-083
028-19A-21-084
028-19A-21-085
028-19A-21-361
028-19A-21-201
028-19A-21-202
028-19A-21-203
028-19A-21-204
028-19A-21-205
028-19A-21-206
028-19A-21-207
028-19A-21-208
028-19A-21-353
028-19A-21-355
028-19A-21-356

N ELMWOOD AVE

N COURT ST

W LIBERTY ST

S ELMWOOD AVE

S COURT ST

W WASHINGTON ST

1 inch = 100 feet



EXHIBIT B

DESCRIPTION OF THE IMPROVEMENTS

The Public Infrastructure Improvements consist of the following, including, in each instance, the acquisition of interests in real estate and demolition and remediation related thereto:

- Construction of or improvements to public streets, utilities, pedestrian access and public facilities or improvements in and around the TIF Site or directly benefiting or serving the TIF Site, including off-street parking lots, facilities, or buildings, or on-street parking facilities, or any combination of off-street and on-street parking facilities and related equipment.
- Land acquisition of, environmental remediation of and demolition on the TIF Site, each within the meaning of "public infrastructure improvement" as defined in Section 5709.40(A)(7) of the Revised Code.
- The construction and provision of water and sewer lines, storm water and flood remediation, and the provision of gas, electric, and communication service facilities for or related to the TIF Site, adjoining territory and other nearby areas.

EXHIBIT C
REVENUE SHARING AGREEMENT

REVENUE SHARING AGREEMENT

This REVENUE SHARING AGREEMENT (the "Agreement") is made and entered into as of _____, 2017, by and between the CITY OF MEDINA, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio with its principal offices at Medina City Hall, 132 North Elmwood Avenue, Medina, Ohio 44256, and the MEDINA CITY SCHOOL DISTRICT (the "School District"), a school district with its principal offices located at 739 Weymouth Road, Medina, Ohio 44256.

RECITALS:

WHEREAS, the City, under the authority of Section 5709.40 of the Ohio Revised Code, passed Ordinance No. ____-17 (the "Ordinance") on _____, 2017, and therein designated the area depicted on Exhibit A (the "TIF Site", with the parcels comprising the real property within the TIF Site referred to herein as the "Parcels" and, each individually as a "Parcel"); and

WHEREAS, the City expects that the owners of the Parcels shall make or cause to be made improvements (each improvement having the meaning as set forth in Section 5709.40 of the Ohio Revised Code and collectively referred to herein as the "Improvements") to the TIF Site; and

WHEREAS, the City expects to make the public infrastructure improvements (as described in the Ordinance and referred to herein as the "Infrastructure Improvements"), that once made would directly benefit the Parcels; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements and the Infrastructure Improvements; and

WHEREAS, prior to the passage of the Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the Ordinance and waived any further requirements of Sections 5709.40, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for the tax revenue that the School District would have received had the Parcels been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties agree to the foregoing and as follows:

Section 1. City Payments to School District. As consideration for the School District's approval of the Ordinance, agreement to waive the application of Section 5709.82 and other agreements herein, for so long an Improvement to any Parcel is exempt from taxation pursuant to the Ordinance, the City hereby agrees to make the following compensation payments to the School District:

The City shall make an annual compensation payment to the School District with respect to each Exemption Year in aggregate amount equal to (i) the Valuation for Compensation Payment for that Exemption Year multiplied by (ii) the Effective Millage Rate for that Exemption Year multiplied by (iii) 50%. The City will transmit the payments described in this Section 1 to the School District in two semi-annual installments and within thirty (30) days after receipt of Service Payments from the Medina County Treasurer with respect to the Parcels. The City's obligation to make compensation payments to the School District under this Section 1 shall be limited solely to the Service Payments received by the City with respect to the Parcels.

The City shall provide to the School District an annual accounting of the receipts, disbursements and fund balances of the Fund for each Exemption Year no later than March 31st following such Exemption Year.

As used in this Section 1 , the following terms shall have the following meanings:

"Effective Millage Rate" means, for each Exemption Year, the effective millage rate of all real property tax levies levied by the School District on the Parcel.

"Exemption Year" means each tax year in which Improvements to any Parcel is exempt from taxation pursuant to the Ordinance.

"Fund" means such term as defined in the Ordinance.

"Service Payments" means such term as defined in the Ordinance.

"Valuation for Compensation Payment" means the valuation of the Improvements to the Parcel as determined by the Medina County Auditor to be exempt from real property taxation under the Ordinance. The valuation for Improvements shall be the fair market valuation of the Improvements to any Parcel as determined by the Medina County Auditor multiplied by 35%.

Section 2. Ohio Revised Code Section 5709.82; No Other Compensation. As consideration for the City's agreement to make the payments provided for herein, the School District agrees that the City's exemption of the real property taxes on the Improvements and the City's tax increment financing, authorized by Sections 5709.40, 5709.42 and 5705.43 of the Ohio Revised Code and with the terms provided for in the Ordinance as approved by the School District in its resolution adopted September 18, 2017, are not subject to the provisions of Section 5709.82 of the Ohio Revised Code, and the School District hereby waives any right to compensation pursuant to Section 5709.82 of the Ohio Revised Code in connection with the exemptions provided for in the Ordinance except as provided for herein.

Section 3. Term of Exemption. Pursuant to Section 2 of the Ordinance, the City declared 100% of the Improvements to be a public purpose and exempt for taxation during the

Exemption Period (as defined in the Ordinance). As provided in Section 4 of the Ordinance, the City hereby agrees that the Exemption Period shall terminate upon the earlier of (i) 30 years or (ii) repayment in full of the City Loan (as defined in the Ordinance) The City hereby agrees that it shall take no action to extend the Exemption Period without prior written approval of the School District, which approval shall be evidenced by a written amendment to this Agreement authorized by a resolution of the Board of the School District and signed by the City and the School District.

Section 4. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to this Agreement.

Section 5. Entire Agreement; Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any and all notices of the Ordinance, or the exemption from taxation provided for in the Ordinance, required by or pursuant to Ohio Revised Code Sections 5709.40, 5709.83 or 5715.27.

Section 6. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: City of Medina
 Medina City Hall
 132 North Elmwood Avenue
 Medina, Ohio 44256
 Attention: Mayor

If to the School District: Medina City School District
 739 Weymouth Road
 Medina, Ohio 44256
 Attention: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 7. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the City and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the City and of each such officer, employee or body having authority to perform that duty, specifically and enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus.

No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the City and the School District have caused this Revenue Sharing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF MEDINA, OHIO

By: _____
Dennis Hanwell, Mayor

Approved as to Form:

Gregory Huber, Director of Law

MEDINA CITY SCHOOL DISTRICT

By: _____
Superintendent

By: _____
Treasurer

By: _____
President, Board of Education

11740341_2

**NOTICE OF INTENT TO ADOPT ORDINANCE
EXEMPTING CERTAIN IMPROVEMENTS FROM REAL PROPERTY TAXATION**

Via Hand Delivery

Date: Sept. 22, 2017

**To: Medina County Career Center
Attn: Steven Chrisman, Superintendent
1101 W. Liberty Street
Medina, Ohio 44256**

**Re: Notice of Intent to Adopt an Ordinance Pursuant to Section 5709.40 of the
Revised Code**

Pursuant to Section 5709.83 of the Revised Code (the "Revised Code"), the City of Medina, Ohio (the "City") is hereby providing notice to the Medina County Career Center (the "Career Center") that the City Council of the City intends to consider passage of an ordinance (the "TIF Ordinance") pursuant to Section 5709.40 of the Revised Code that will exempt from real property taxation certain improvements (the "Improvements") constructed upon certain real property located in the City and designated in the TIF Ordinance.

Improvements, including the Improvements, are defined in Section 5709.40 of the Revised Code to be the increase in the assessed value of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under this section were it not for the exemption granted by that ordinance. The TIF Ordinance will declare the Improvements to be a public purpose and will exempt 100% of the Improvements from real property taxation for a period of up to 30 years. A copy of the proposed form of the TIF Ordinance is attached hereto as Exhibit A. The City Council plans to consider and may pass the TIF Ordinance at its meeting to be held as early as October 10, 2017. It is contemplated that the TIF Ordinance will be effective immediately upon such passage. Please note that the City has entered into a Revenue Sharing Agreement with the Board of Education of the Medina City School District (the "School District") in connection with the TIF Ordinance. Under Section 6 of the TIF Ordinance, and in accordance with Section 5709.40(D) of the Revised Code, the City will pay to the Career Center compensation payments from the TIF Fund (as defined in the TIF Ordinance) at the same rate and under the same terms that the City is paying compensation payments to the School District under the Revenue Sharing Agreement.

Any comments you may have concerning the proposed TIF Ordinance should be made to Kimberly Marshall, Economic Development Director of the City at (330) 764-3319 prior to that meeting. Please let the undersigned know if additional information is required. Your cooperation in connection with this mutually beneficial project for the community is much appreciated.

CITY OF MEDINA, OHIO

By: Kathy Patton
Kathy Patton, Clerk of Council

Receipt of Notice acknowledged:

MEDINA COUNTY CAREER CENTER

By: Steve Chaisson
Name: Steve Chaisson
Title: Superintendent
Date: 9-22-17

22 SEP '17 10:14

11740397_2

City of Medina, Ohio
TIF Ordinance and Downtown Economic Development Plan
Executive Summary
October 3, 2017

The City of Medina, Ohio (the "City") has introduced a Tax Increment Financing (TIF) Ordinance to City Council. The purpose of this Executive Summary is to summarize the key components of the TIF Ordinance and summarize the draft TIF Feasibility Analysis prepared by Umbaugh.

TIF Ordinance

The TIF Ordinance identifies certain downtown parcels that are likely to redevelop in the future. The ordinance exempts the identified parcels from real property taxes and creates a payment in lieu of taxes (PILOT) to be paid by the individual parcel owners of the identified properties. PILOT payments are to be paid and collected on the increased taxable value of the exempted properties in the same amount and manner as real property taxes. PILOT payments will remain in place for a term of 30 years, unless earlier terminated. The PILOT payments will be paid by the owners of the exempted property to the County Treasurer of Medina County (the "County"). Once collected, the County will transfer the PILOT payments to the City semiannually and the City will deposit the County payments (the "Service Payments") in the Downtown Redevelopment Municipal Tax Increment Equivalent Fund. The Service Payments received by the City will be used by the City to fund certain public improvements including funding the cost and reimbursement of costs related to a downtown parking facility and to pay certain payments to the Medina City School District and Medina County Career Center as described below.

Creating the TIF requires the City to enter into a Revenue Sharing Agreement (the "Agreement") with the Medina City School District (the "District") which obligates the City to send the District a portion of the Service Payments it receives each year the TIF is in place. The Agreement requires the City to send the Schools 50% of what the School District would have received in real property taxes had no TIF been created. The District approved the Revenue Sharing Agreement on September 18, 2017. The City is also required to send notice of intent to adopt a TIF ordinance to the Medina County Career Center (the "Career Center") which was sent on September 22, 2017. The City is also required to send the Career Center 50% of what the Career Center would have received in real property taxes had no TIF been created.

Tax Increment Financing is a common tool used throughout Ohio for economic development purposes. The State of Ohio Development Services Agency currently monitors over 1,200 active TIF areas throughout the State of Ohio. Active TIF areas in Medina County are located in the City of Wadsworth and York Township.

Development Plan

In 2014 the City completed and approved the Downtown Strategic Re-Development Plan (the "Plan"). The Plan evaluated current and future development potential for various market segments in the downtown area and developed a strategy with a focus on targeted redevelopment sites. The Plan called for a housing study which identified demand for 428 housing rental units and noted attractive development sites for diverse market options including residential, retail and hotel. The development concepts in the Plan were derived from both market research and public input. Priority development areas include the former Chamber of Commerce site and the North Liberty area is a supplement to the original Plan.

To date, the Plan has been used to secure a \$300,000 Downtown Revitalization Grant for façade renovations and building code upgrades which impacted 13 specific downtown properties. In 2016 the City applied for and received \$1MM Capital Bill Funding grant from the State of Ohio to pay a portion of the cost of a Historic District Parking Facility (the "Parking Facility") to support City Hall, Municipal Court, year round artistic, cultural and family events, as well as downtown businesses.

The City currently plans for the construction of a new approximately 208 space Parking Facility to provide additional parking downtown and capacity for future development projects.

The estimated cost of the downtown Parking Facility is \$3,536,000. The garage is expected to be funded by a \$1,000,000 capital grant from the State of Ohio and a cash contribution from the City of Medina in the amount of \$2,536,000 from the City's capital fund.

The City anticipates using the Service Payments it receives from the TIF (after making payments to the School District and Career Center) to reimburse itself for the costs of constructing the Parking Facility.

TIF Feasibility Study

The City Economic Development Department has retained H.J. Umbaugh & Associates, Certified Public Accountants, LLP to prepare a TIF Feasibility Study (the "Study") to examine various development scenarios to estimate annual assessed values and related Service Payment revenue under various conditions. The Study notes that multiple assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. Umbaugh has not examined the underlying assumptions nor have they audited or reviewed the development data or information provided by the City.

The Study inventories the expected capital plan and proposed funding for the Parking Facility, real property tax rates for the taxing district that includes the City of Medina and Medina City School District and the proposed tax parcels to be included in the TIF area. The proposed TIF area includes nineteen (19) parcels with a current market value of \$3,197,380.00 and current tax collection of approximately \$36,501.89. The portion of current tax collections that are allocated to the School District are approximately \$27,120.91 per year. The tax collections that are currently paid to the City and School District are not expected to change after the City approves the TIF Ordinance.

The amount of future Service Payments available to the City is driven by new construction values and the corresponding incremental taxes that are collected and paid to the City as Service Payments. At this point in the development process all development and new construction is illustrative and contingent upon many factors outside the City's control. The Study outlines five (5) development scenarios to estimate a range of potential Service Payment that may be available to the City for purposes of reimbursement of project costs related to the construction of the downtown Parking Facility. The scenarios are summarized below. As noted in the Study, all values are estimated, preliminary and subject to change.

Scenario 1 – North Liberty Development Project

Raymond Building Total Estimated Market Value \$1,602,500
Illustrative Construction Start Year 2018
Newland Development Total Estimated Market Value \$3,165,000
Illustrative Construction State Year 2019
Total North Liberty Development Project Total Estimated Market Value \$4,767,500
Estimated Base Market Value \$474,380
Estimated Incremental Market Value \$4,293,120
Net Annual Service Payments to School District upon stabilization \$37,580
Net Annual Service Payments to City upon stabilization \$61,970
Cumulative Annual Service Payments to City over 30 years \$1,813,420

Scenario 2 – South Liberty Development Project

Newland Development #2 Building Total Estimated Market Value \$11,460,000
Illustrative Construction Start Date 2020
Estimated Base Market Value \$1,997,880
Estimated Incremental Market Value \$9,463,120
Net Annual Service Payments to School District upon stabilization \$82,840

Net Annual Service Payments to City upon stabilization \$136,610
Cumulative Annual Service Payments to City over 30 years \$4,155,940
Illustrative full City reimbursement year 2040

Scenario 3 - \$5,000,000 of Incremental Value

Estimated Incremental Market Value \$5,000,000
Illustrative Construction Start Date 2021
Net Annual Service Payments to School District upon stabilization \$43,770
Net Annual Service Payments to City upon stabilization \$72,180
Cumulative Annual Service Payments to City over 30 years \$2,165,400

Scenario 4 - \$10,000,000 of Incremental Value

Estimated Incremental Market Value \$10,000,000
Illustrative Construction Start Date 2021
Net Annual Service Payments to School District upon stabilization \$87,540
Net Annual Service Payments to City upon stabilization \$144,360
Cumulative Annual Service Payments to City over 30 years \$4,330,800
Illustrative full City reimbursement year 2038

Scenario 5 - \$15,000,000 of Incremental Value

Estimated Incremental Market Value \$15,000,000
Illustrative Construction Start Date 2021
Net Annual Service Payments to School District upon stabilization \$131,310
Net Annual Service Payments to City upon stabilization \$216,530
Cumulative Annual Service Payments to City over 30 years \$6,495,900
Illustrative full City reimbursement year 2032

General Risks of Tax Increment Financing (TIF)

There are certain risks associated with the Tax Increment Financing estimates such as, but not limited to, the following: (i) construction risk, development risk, financing and valuation risk associated with the timing, buildout and valuation of new development projects; (ii) destruction of property in the TIF area caused by natural or manmade disaster; (iii) delinquent taxes or adjustments of or appeals on assessments by property owners in the TIF area; (iv) a decrease in the assessed value of properties in the TIF area due to increases in depreciation, obsolescence or other factors by the County Auditor; (v) acquisition of property in the TIF area by a tax-exempt entity; (vi) removal or demolition of real property improvements by property owners in the TIF area; (vii) delayed billing, collection, or distribution of Service Payments by the County Auditor; (viii) a decrease in property tax rates; (ix) an inability to neutralize the effect of reassessment or appeals of valuations; (x) State or local administrative agencies with jurisdiction in the matter to enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the calculation, collection, definition or distribution of Service Payments including laws or regulations relating to reappraisal or a revision in the property tax system; could adversely affect Service Payments. Any such changes could cause the Service Payments to fall below the estimates provided in this summary or the related report.

This summary and related Study constitute "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and as such may involve known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, and achievements to be different from the future results, performance, or achievements expressed or implied by such forward-looking statements. Users of this report are cautioned that the actual results could differ materially from those set forth in forward-looking statements.

ORDINANCE NO. 147-17**AN ORDINANCE AMENDING CHAPTER 1335 OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO THE ADOPTION OF THE 2017 EDITION OF
THE OHIO BUILDING CODE AND RELATED CODES.**

WHEREAS: Section 1335.01 of the codified ordinances of the City of Medina, Ohio presently reads as follows:

1335.01 ADOPTION

That certain documents, three copies of which are on file in the office of the **Chief Building Official** of the City, being marked and designated as **"2011 Ohio Building Code and Related Codes"** as published by the **Banks-Baldwin Law Publishing Company**, is hereby adopted as the **2011 Ohio Building Code and Related Codes** of the City of Medina, for the control of buildings or classes of buildings specified in Section 3781.06 of the Ohio Revised Code as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Ohio Building Code and Related Codes are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter.

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

SEC. 1: That Section 1335.01 of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

1335.01 ADOPTION

That certain documents, three copies of which are on file in the office of the **Building Official** of the City, being marked and designated as **"2017 Ohio Building Code and Related Codes"**, is hereby adopted as the **2017 Ohio Building Code and Related Codes** of the City of Medina, for the control of buildings or classes of buildings specified in Section 3781.06 of the Ohio Revised Code as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Ohio Building Code and Related Codes are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter.

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

ORDINANCE NO. 148-17

AN ORDINANCE TO ADOPT, ADMINISTER, AND ENFORCE A NEW CHAPTER 1345 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE 2017 OHIO PLUMBING CODE.

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

SEC. 1: That Chapter 1345 of the codified ordinances of the City of Medina, Ohio is hereby adopted to read as follows:

**CHAPTER 1345
2017 Ohio Plumbing Code**

1345.01	Adopt, Administer, Enforce.	1345.99	Penalty.
1345.02	Saving Clause.		

CROSS REFERENCES

Inspections – see BLDG. Ch. 1305
Registration of Plumbing Contractors – see BLDG. Ch. 1309
Permits and fees – see BLDG. Ch. 1311

1345.01 ADOPT, ADMINISTER, ENFORCE.

That certain documents, three copies of which are on file in the office of the Building Official of the City, being marked and designated as “**2017 Ohio Plumbing Code**” as published by the International Code Council, is hereby adopted as the **2017 Ohio Plumbing Code** of the City of Medina, for the control of buildings and classes of buildings specified in Section 3781.06 of the Ohio Revised Code as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Ohio Plumbing Code are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter.

1345.02 SAVING CLAUSE.

Nothing in this chapter or in the Ohio Plumbing hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this chapter.

1345.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not more than one thousand dollars (\$1,000.00) or shall be imprisoned for not more than three (3) months, or both. Each day or partial day’s violation shall constitute a separate offense.

SEC. 2: That this 2017 Ohio Plumbing Code, for the City of Medina is hereby effective November 1, 2017.

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

ORDINANCE NO. 149-17

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
A WARRANTY DEED FROM CONSTANCE L. SHEPPERD
FOR PART OF MEDINA CITY LOT #838 LOCATED ON
HARMONY STREET TO BE USED FOR MUNICIPAL
PURPOSES.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept a Warranty Deed from Constance L. Shepperd for part of City Lot #838 located on Harmony Street, Parcel Number #028-19B-15-184, to be used for municipal purposes.
- SEC. 2:** That a copy of the Warranty Deed is marked Exhibit A, attached hereto and made a part hereof.
- 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 Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ODOT RE 203
Rev. 09/2012

ORD. 149-17
Exh. A

WVS
State Pmt. for LPA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Constance L. Shepperd (divorced and not remarried), the Grantor(s) herein, in consideration of the sum of \$7,000.00, to be paid by the State of Ohio, Department of Transportation, in the name of and for the use of the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 3-WDV

MED-HARMONY ST.

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Medina County Current Tax Parcel No. 028-19B-15-184
Prior Instrument Reference: Instrument #2013OR007335, Medina County Recorder's Office.

And the said Grantor(s), for herself and her successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that she is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.



The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated

EXHIBIT A

Page 1 of 2

RX 251 WDV

Rev. 05/09

Ver. Date 11/17/2015

PID 97553

PARCEL 3-WDV
MED-HARMONY ST.
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Medina, County of Medina, and State of Ohio, and being part of the City Lot 838, said lot being conveyed to Constance L. Shepperd (hereinafter known as the "Grantor"), by deed dated March 21, 2013 and recorded in Document Number 2013OR007335, of the Medina County Recorder's Office, Medina County, Ohio, and being bounded and more particularly described as follows:

Being a parcel of land lying on the east side of the centerline of existing right-of-way of North Harmony Street, (a 33' Right-of-Way) as shown and delineated upon the right-of-way plans designated as MED-Harmony St. prepared for the State of Ohio, Department of Transportation by Carpenter Marty Transportation Inc., and being more particularly described as follows:

Beginning at a point at the Grantor's southwesterly corner, also being the southwesterly corner of City Lot 838, said point being 16.50 feet right of Station 24+58.57 in said centerline and witnessed by an iron pin having a cap marked "ROLLING HOCEVAR" found at a bearing of North 89 degrees 43 minutes and 17 seconds West at a distance of 0.37 feet;

Thence along the Grantor's westerly line, also being the existing easterly right-of-way line of said North Harmony Street, North 0 degrees 16 minutes 43 seconds East a distance of 42.43 feet to an iron pin set 16.50 feet right of Station 25+01.00 in said centerline;

EXHIBIT A

RX 251 WDV

Page 2 of 2

Rev. 05/09

Thence through said Lot 838 the following two courses:

- 1) South 89 degrees 43 minutes 17 seconds East a distance of 8.50 feet to a concrete monument set 25.00 feet right of Station 25+01.00 in said centerline;
- 2) South 12 degrees 58 minutes 56 seconds East a distance of 43.60 feet to an iron pin set in the Grantor's southerly line, and southerly line of City Lot 838, said pin being 35.00 feet right of Station 24+58.57 in said centerline;

Thence along said southerly line North 89 degrees 43 minutes 17 seconds West a distance of 18.50 feet to the TRUE POINT OF BEGINNING, containing 0.0132 acres, of which the present road occupies 0.000 acres.

The above described Parcel of land is located in Auditor's Parcel Number 028-19B-15-184.

Iron pins referred to as set are $\frac{3}{4}$ inch diameter rebar, 30 inches long with a 2 inch diameter aluminum cap marked "MEDINA CITY R/W, P.S. 8124". Monuments referred to as concrete monuments set are $\frac{3}{4}$ inch diameter rebar, 36 inches long with a 3 inch diameter aluminum cap marked "C/L REF. MON., CITY OF MEDINA, P.S. 8124". All monuments shall be set at the completion of right-of-way acquisition.

This description is based on a survey performed for the Ohio Department of Transportation in May of 2015 by Carpenter Marty Transportation Inc. This description was prepared and reviewed on November 17, 2015 by Kevin P. Carpenter, Registered Surveyor Number 8124.

The bearings found herein are based on Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011) with a project adjustment scale factor of 1.00010463.

Legal Approved
Date 11-25-15
By Cornelia Giverson

11/17/2015

IN WITNESS WHEREOF Constance L. Shepperd has hereunto set her hand on the
25th day of August, 2017.

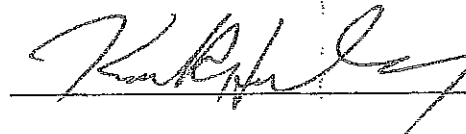


CONSTANCE L. SHEPPERD

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED that on the 25th day of August,
2017, before me the subscriber, a Notary Public in and for said state and county, personally
came the above named Constance L. Shepperd, who acknowledged the foregoing instrument to
be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official
seal on the day and year last aforesaid.



NOTARY PUBLIC

My Commission expires:

KENNETH R. HURLEY, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date
Section 147.03 B.C.

This document was prepared by or for the State of Ohio, Department of Transportation, on forms
approved by the Attorney General of Ohio.

COMMON PLEAS COURT

2017 SEP -6 PM 3:50

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

FILED
DAVID B. WADSWORTH
MEDINA COUNTY
CLERK OF COURTS

CITY OF MEDINA,
Plaintiff

Case No. 17CIV0154

v.

AGREED JUDGMENT ENTRY

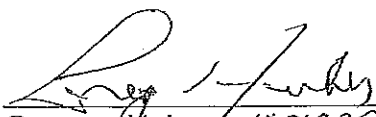
CONSTANCE SHEPPERD,
Defendant

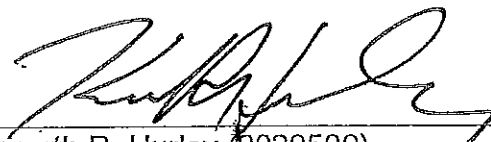
Judge Kimbler

Pursuant to discussions by and between the parties and their respective attorneys, the parties have reached an agreement as to all matters pending before the Court in this case, as set forth below.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff be granted the relief sought in its Complaint and that the Defendant be awarded the sum of \$7,000.00 in consideration thereof. Said sum is currently on deposit with the Clerk of Courts. The Clerk is hereby ordered to distribute said sum of \$7,000.00 to the Defendant or her attorney, forthwith. Costs assessed to Plaintiff.

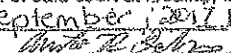
Approved:


Gregory Huber (0013857)
Attorney for Plaintiff


Kenneth R. Hurley (0029509)
Attorney for Defendant

IT IS SO ORDERED

Judge

MEDINA COUNTY COURT OF COMMON PLEAS-STATE OF OHIO, MEDINA COUNTY S.S. I hereby certify that this is a true copy of the original on file in said court. Witness my hand and the seal of said court at Medina, Ohio this 7th day of September, 2017. David B. Wadsworth, Clerk of Courts
By  Deputy

ORDINANCE NO. 150-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARCADIS TO ALLOW INSTALLATION OF A MONITORING WELL WITHIN THE CITY PARKING LOT ON SOUTH COURT STREET.

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 an Agreement with ARCADIS to allow installation of a monitoring well within the City Parking Lot on S. Court Street.

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 Agreement shall be authorized subject to the Law Director's final approval.

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

10/5/17 - Proposed language to be added to agreement:

The Undersigned shall indemnify, defend, and save harmless Owner, its agents, employees, and others for whom Owner is responsible at law (collectively, "Indemnified Parties"), from and against any and all detriment, damages, losses, claims, demands, suits, costs or expenses, including attorneys' fees and expenses, which Indemnified Parties may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including Indemnified Parties and the Undersigned) and arising out of or caused either wholly or in part by reason of the performance of the activities specified on the attached Exhibit A. The Undersigned further assumes all responsibility for, and agrees to defend, indemnify and hold Indemnified Parties harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees and expenses, as a consequence of any sudden or non-sudden pollution of air, water, land and/or ground water on or off the property; and (b) any claim or liability arising under federal or state law dealing with either such sudden or non-sudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof, directly or indirectly, from or in connection with the by reason of the activities specified on the attached Exhibit A. This indemnity shall survive the completion of the activities specified on the attached Exhibit A and termination or expiration of this Agreement.

ORD. 150-19
EXH. A

Mr. Patrick Patten, City Engineer,
City of Medina
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256
330.721.4721

Arcadis U.S., Inc.
110 West Fayette Street
Suite 300
Syracuse
New York 13214-0066
Tel 315 446 9120
Fax 315 449 0017
www.arcadis.com

Subject:

Request for Access to Property Located at City Parking Lot on South Court Street, Medina, Ohio.

Environment

Date:

September 18, 2017

Dear Mr. Patton:

Contact:

Joshua Oliver, P.G.

Arcadis U.S. Inc. (Arcadis) now represents BP as the lead environmental consultant for the ongoing environmental investigation at the current Busy Bee Muffler, the former BP Service Station (BP Court Street), located at 301 South Court Street, Medina, Ohio.

Phone:

315.671.9278

As part of this investigation, Arcadis requests to access your property located at the City Parking Lot on South Court Street, north of the current Busy Bee Muffler 301 South Court Street, Medina, Ohio in order to perform certain environmental activities. The activities involve collecting soil samples and drilling a monitoring well (Activities).

Email:

joshua.oliver@arcadis.com

Our ref:

GP16BPNA.OH32

Presently, Arcadis is requesting permission to collect soil samples and install a monitoring well at one (1) of the two (2) locations on your property as shown on the attached Site Plan (proposed location is marked on the attached figure). The first of the 2 locations is in the grassy median area in the center of the parking lot. The other proposed location is on the white line at the south side of the parking area, between parking spaces to allow access regardless if vehicles are parked in the area. The soil samples will be collected using a small track-mounted GeoProbe rig to an approximate depth of 15 feet. Monitoring well will be constructed to be flush with the ground and located in the grassy median or paved parking area. The installation of the monitoring well will take approximately one day to complete but will need to be accessed during future events. Arcadis will contact you prior to accessing the property.

Arcadis will conduct its Activities to minimize any disruption to your property and at no cost to you. Any damage to your property that may occur as a result of the

Mr. Patrick Patton
September 18, 2017

soil sampling on your property will be repaired to pre-drilling conditions, including professional repair of the holes created in the asphalt parking lot.

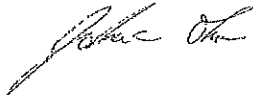
Upon your written request, Arcadis agrees to provide you with the results of analytical testing performed by Arcadis regarding its Activities at the former BP Site and copies of all reports submitted to the Bureau of Underground Storage Tank Regulations (BUSTR) that reference those samples taken. Arcadis shall provide this information as a courtesy only. Use of any of the information contained in these documents is at your sole risk. BP and Arcadis will indemnify you from any third-party claims that arise out of BP or Arcadis' negligence associated with the Activities performed by BP or Arcadis on the former BP Site. Neither this Access Agreement nor the Activities on the former BP Site are an admission against BP's interests or an assumption of liability or waiver of any rights by BP.

If you agree with the terms of this letter, please indicate your approval by signing and dating one of the copies of this letter in the spaces provided below. Please return one copy of this document and put in the enclosed self-addressed stamped envelope. We will coordinate scheduling the field work at your convenience following receipt of the signed access agreement.

If you have any questions or require further information regarding this request, please contact me at 315-671-9278 or Joshua.oliver@arcadis.com.

Sincerely,

Arcadis U.S., Inc.



Joshua R. Oliver, P.G.
Project Manager
On behalf of BP Products NA

Enclosures:

Figures

- 1 Proposed Monitoring Well Site Plan

Attachments

- 1 Copy of Access Agreement
- 2 Self-addressed Stamped Envelope

Mr. Patrick Patton
September 18, 2017

The City of Medina owns the property located at City Parking Lot on South Court Street, Medina, Ohio and agree to give BP/Arcadis access to this property to perform a site investigation under the terms set forth in this letter.

Property Owner signature / Title Dennis Honnell, Mayor

City of Medina
Printed name of Property Owner

Date of authorization

(330) 725-8861
Telephone number

Arcadis

Site Access Agreement

This SITE ACCESS AGREEMENT ("Agreement") made and entered into on this 18th day of September, 2017, by and among Arcadis U.S., Inc., ("Consultant"), and Adam and Kim Underwood, ("Owners").

I. Recitals

The Consultant desires access to the site described in the attached Exhibit B ("Site") to engage in the activities specified in the attached Exhibit A.

In consideration of the mutual promises and for any other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owners and Consultant (the "Undersigned") agree as follows:

II. Terms and Conditions

A. **Site Access.** Owner hereby grants permission to Undersigned to enter the Site and engage in the activities specified in Exhibit A. Upon completion of the activities, the Undersigned will restore the Site to a condition substantially similar to its condition and repair at the time of the activities.

B. **Release.** As consideration for being afforded access to the Site, and unless specifically excluded herein, the Undersigned hereby waives, releases and discharges Owner, its parent and subsidiaries, affiliates and their respective stakeholders, directors, officers and agents from all present or future claims, causes of action, or demands that Undersigned now has or may hereafter accrue on account of any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from Undersigned's negligent activities upon the Site or the use of any equipment or procedures while on, entering or leaving the Site.

Claims arising out of existing site conditions, the negligence, acts, omissions or willful misconduct of Owner, its parent and subsidiaries, affiliates, and their respective shareholders, directors, officers and agents are excluded from this Release. Any damages directly caused by Owner related to the activities Consultant performs on the Site, will be the Owner's responsibility and the Owner shall be liable for such damages and the direct and actual costs to repair such damages.

C. **Data and Reports.** Owner understands and agrees that Consultant does not have any obligation or duty to disclose or report to Owner any information, data, reports or findings resulting from any activities or investigations on the Site.

D. **Insurance.** The Undersigned shall provide and maintain commercial general liability insurance against any and all claims for damages to person or property or loss of life or of property occurring upon the Site.

- E. **Successors.** This Site Access Agreement shall be binding on the successors and assigns of the Owner and the Undersigned. This agreement may not be assigned in whole or in part without the written consent of the Owner and the Undersigned.

Owner

Consultant

By: _____

By: _____

Theresa McGuire

Task Leader

Date: _____

Date

September 18, 2017

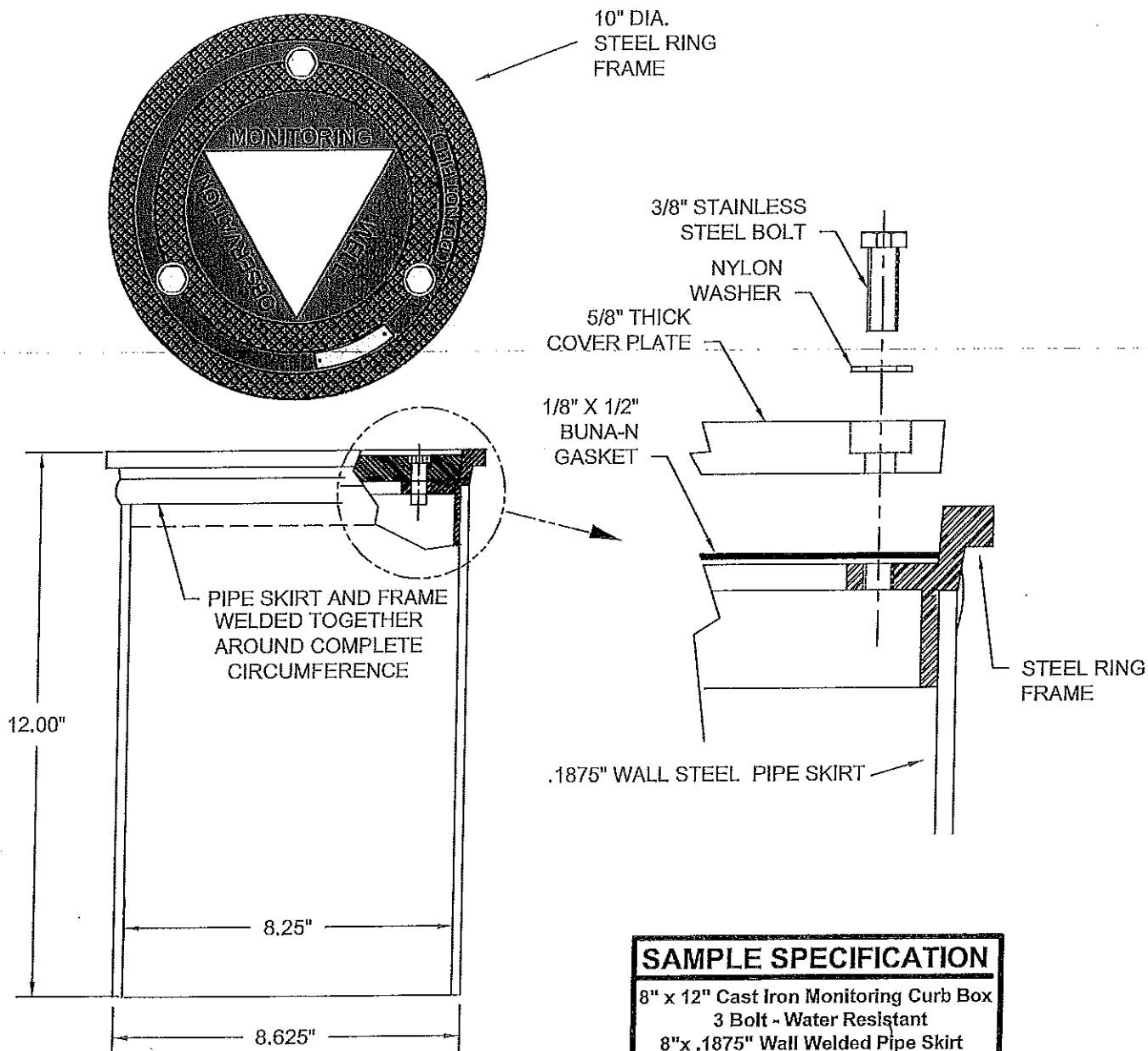
Exhibit A

Proposed Events

Soil Boring and Monitoring Well installation activities include:

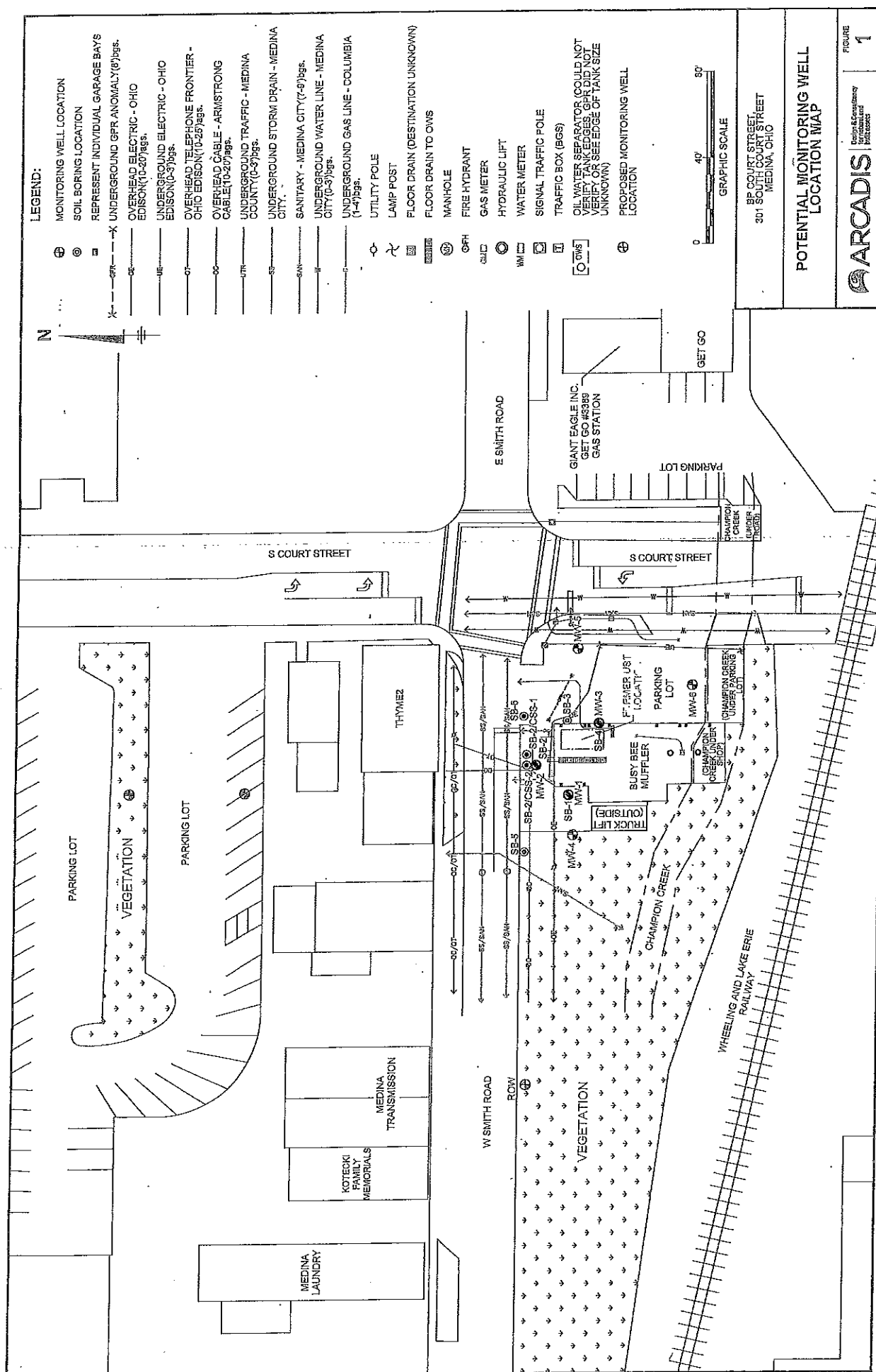
- Underground utility locating prior to excavation using ground penetrating radar;
- Work area will be cordoned off to prevent public access (i.e. fencing, cones, etc.);
- If proposed installation area is paved with asphalt, the asphalt will be broken up and removed;
- Soil will be sampled during monitoring well installation;
- Monitoring well construction details are attached;
- Monitoring well will be completed with a Heavy Duty Flushmount (specifications attached);
- If Monitoring well is installed in a paved area, the asphalt surrounding the monitoring well will be restored to match previous conditions;
- Monitoring well will be sampled as needed until a No Further Action (NFA) is received from The Bureau of Underground Storage Tank Regulations (BUSTR);
- Monitoring well abandonment will commence once BUSTR issues the NFA, estimated to be 3-5 yrs.

8" EXTREME DUTY Monitoring Well Manhole MM8x12-XD



SAMPLE SPECIFICATION

8" x 12" Cast Iron Monitoring Curb Box
3 Bolt - Water Resistant
8"x .1875" Wall Welded Pipe Skirt
H-20 Load Rated
Weight 23 lbs



ORDINANCE NO. 151-17

**AN ORDINANCE AMENDING ORDINANCE NO. 167-16,
PASSED DECEMBER 12, 2016. (Amendments to 2017 Budget)**

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

SEC. 1: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
939-0430-52213 (Permits-Bldg.)	2,500.00 *
001-0743-53322 (Donation – Engine House Painting)	2,000.00 *
104-0301-54412 (Kiwans Donation – Pool Concession)	2,500.00 *

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.

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 152-17

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

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

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

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

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

SEC. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #1111 from Vinez Construction in the amount of \$6,500.00 for installation of concrete at 1117 Bristol Lane, 410 E. Washington, 910 Damon Dr., 515 Ridge Rd.

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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 153-17

A RESOLUTION AUTHORIZING AN AGREEMENT FOR GRANT ASSISTANCE FROM THE STATE OF OHIO, OHIO FACILITIES CONSTRUCTION COMMISSION, RELATIVE TO THE CULTURAL FACILITIES COMMUNITY GRANT PROGRAM FOR THE MEDINA HISTORIC DISTRICT PARKING FACILITY PROJECT, AND DELARING AN EMERGENCY.

WHEREAS: The State of Ohio's Capital Budget Bill included \$1,000,000 in community funding for the Medina Historic District Parking Facility Project through the State's Cultural Facilities Resources Program. This funding will be distributed by and overseen by the Ohio Facilities Construction Commission, and

WHEREAS: In order to acquire the designated funding, the State of Ohio's Facilities Construction Commission requires the City to file an application for a Community Grant. As part of that application the City must include certification from the City Finance Director stating that the City share of the funding is available and is dedicated to the project. The total project cost is estimated to be \$3,500,000, the City share of the project is thus \$2,500,000, and

WHEREAS: Upon review and approval of the City application, the Ohio Facilities Construction Commission will prepare and submit a project grant agreement to the City for execution by the Mayor.

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

SEC. 1: That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application with the appropriate authority and to provide all information and documentation required in the application process.

SEC. 2: As part of that application, the Finance Director is hereby authorized to prepare and submit a letter indicating that the City's share of the funding (\$2,500,000) is available and dedicated to this project.

SEC. 3: That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the State of Ohio Facilities Construction Commission for the implementation and administration of the Grants.

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

SEC. 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 Resolution is due to be sent to the State; 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



132 North Elmwood St.
P.O. Box 703
Medina, Ohio 44258-0703
Phone: 330-764-3319
Fax: 330-722-9045
www.medinaoh.org

FINANCE DIRECTOR'S CERTIFICATION OF LOCAL FUNDS

October _____, 2017

RE: Medina City Hall Parking Facilities
State of Ohio's Facilities Construction Commission
Cultural Resource Program Funding
Medina, OH

I, Keith Dirham, the Finance Director of the City of Medina, Ohio, hereby certify that the City of Medina has the amount of \$2,500,000 in the Fund TBD (XXX account) and that this amount will be used to pay the local share for the Medina City Hall Parking Facilities project when it is required.

Please feel free to contact me at (330) 725-8861 with any questions or comments that you may have.

Sincerely,

Keith Dirham
Director of Finance
City of Medina

To Be Added to the Agenda: (if passed by Finance Committee)

Ord. 154-17

An Ordinance determining the mandatory retirement age in connection with the City of Medina Police Chief and the City of Medina Fire Chief.
(emergency clause requested)

ORDINANCE NO. 154-17**AN ORDINANCE DETERMINING THE MANDATORY RETIREMENT AGE IN CONNECTION WITH THE CITY OF MEDINA POLICE CHIEF AND THE CITY OF MEDINA FIRE CHIEF, AND DECLARING AN EMERGENCY.**

WHEREAS: To ensure the highest level of public safety, protection, and service to its citizens, the City of Medina ("City") has established and maintains a police department and a fire department; and

WHEREAS: The City may regulate the police and fire department as the City deems necessary and proper; and

WHEREAS: The citizens of the City deserve the most effective and efficient police protection service and fire protection service possible; and

WHEREAS: This Council has determined that the citizens of the City are best served through the implementation of a mandatory retirement age of sixty-five (65) years of age for the City of Medina Police Chief and the City of Medina Fire Chief; and

WHEREAS: Both the Ohio legislature and United States Congress authorize and permit municipalities to adopt mandatory retirement for police and fire personnel.

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

SEC. 1: That effective October 11, 2017, mandatory retirement for the City of Medina Police Chief and the City of Medina Fire Chief shall be upon such member reaching the member's sixty-fifth (65th) birthday.

SEC. 2: That the age stated in each member's application shall be conclusive as to that member's age.

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 to have this policy in place before the appointment of the new Police Chief; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor