

ORDINANCE NO. 7-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO THE GRANGER ROAD WATER LINE, AND REPEALING ORD. NO. 168-23, PASSED OCTOBER 23, 2023.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the transfer of water service provider for parcels located in the Township of Medina on Granger Road (addresses from #3733 through #4056) and Weymouth Road (addresses #4463 and #4483).
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.
- SEC. 3:** That Ordinance No. 168-23, passed October 23, 2023, is hereby repealed.
- 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: January 8, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 9, 2024

SIGNED: Dennis Hanwell
Mayor

Effective date: February 7, 2024

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ORD. 7-24
Exh. A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Medina ("CITY") and Medina County Board of Commissioners ("COUNTY") on this 9th day of January, 2024.

WHEREAS, the City of Medina wishes to transfer the provision of water service for PARCELS LOCATED in the TOWNSHIP OF MEDINA on GRANGER ROAD (Addresses: from #3733 through #4056) and WEYMOUTH ROAD (Addresses #4463 and #4483) to the Medina County Board of Commissioners.

WHEREAS, the Medina County Board of Commissioners will accept the transfer of the provision of water service in the Township of Medina on GRANGER ROAD (Address from #3733 through #4056) and WEYMOUTH ROAD (Address #4463 and #4483).

WHEREAS, the Parties agree that the transfer of the provision of water services pursuant to this Memorandum of Understanding ("MOU") shall be as follows:

Section 1: Project Description

The CITY is currently the water service provider for 33 residential properties within the roads noted above and as shown in Exhibit "A" that are within Medina Township outside the CITY limits. The CITY'S existing 8" and 10" water main serves these areas along Granger and Weymouth Road.

Due to an emergency break of the City's 8" water main running under the West Branch of the Rocky River, the City is no longer able to serve those customers. The City and the County installed a temporary connection between adjacent City and County fire hydrants near 3733 Granger Road to supply the City's customers temporarily.

The COUNTY currently owns existing 16" water mains that run near the CITY'S 8" and 10" water mains at the intersection of Granger Road and Weymouth Road (SR 3) and near 3733 Granger Road that can provide permanent water service to these properties.

The CITY requests that the COUNTY become the water service provider for the 33 residential properties by connecting the City's 10 inch water line to the County's 16 inch water line at both the intersection of Granger Road and Weymouth Road (SR 3) and near 3733 Granger Road as indicated on Exhibit "A". With the transfer of service the COUNTY will assume ownership and maintenance responsibilities of all existing CITY water mains that service these properties.

Construction of the two (2) interconnects from the CITY'S 10 inch water line to the COUNTY'S 16 inch water line will begin as soon as possible.

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Section II – Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the transfer of water service(s) from the CITY'S water supply system to the COUNTY'S water supply system.

Section III – Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY and COUNTY shall each bear fifty percent (50%) of the total costs for engineering, materials, labor, equipment, construction, inspection, surveying and project administration for this project.
2. The CITY has engaged Rolling, Hovevar, Inc., to complete the design and prepare the construction plans for the two interconnections from the CITY'S 10 inch water main to the COUNTY'S 16 inch water main on Granger Road; as referenced in Exhibit "B". The COUNTY will review this improvement plan for approval. Once approved by the COUNTY, the COUNTY will submit the plans to the Ohio Environmental Protection Agency (OEPA) for approval.
3. Once the interconnect plans have been approved by the Ohio EPA, the CITY shall solicit proposals from contractors based on the agreed upon scope of work for the two (2) water transfer locations. The CITY shall provide the proposals to the COUNTY for review and the CITY and COUNTY shall both agree upon the proposal to be selected.
4. The CITY shall enter into a contract with the selected contractor for the completion of the water service transfer work. All payments per the contract shall be made by the CITY.
5. Upon completion of the water service transfers, the COUNTY shall furnish and install new water meters to each of the water meter service locations. The CITY and the COUNTY shall each bear 50% of the costs for the purchase of the new water meters.
6. A preliminary cost estimate to fully complete the two (2) interconnections and complete the water service transfer of all properties from the CITY'S water supply system to the COUNTY'S is as follows:
 - Interconnect from the CITY'S 10 inch water line to the COUNTY'S 16 water line at the intersection of Granger Road and Weymouth Road. \$40,000.
 - Interconnect from the CITY'S 10 inch water line to the COUNTY'S 16 water line at 3733 Granger Road \$80,000.
 - Water meter change out equipment costs: \$10,000.
 - Total preliminary cost estimate – \$130,000
7. The COUNTY agrees to provide all costs and invoices to the CITY for required equipment and materials associated with the water meter change outs.

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8. The actual final total cost for the project shall be calculated by the CITY upon completion of all project components as listed above and provided to the COUNTY for review. The COUNTY and CITY shall agree upon the final total project cost prior to the CITY invoicing the COUNTY. The CITY shall provide the COUNTY with an invoice for County's share (50%) of the total cost for the project subtracting out the amount the City owes the County for 50% of the costs for the purchase of the new water meters.
9. The COUNTY shall submit payment for their total share (50%) to the CITY within sixty (60) days after receiving the invoice from the CITY.
10. The CITY hereby grants permission to the COUNTY and their respective authorized agents and employees to enter upon the Property known as (parcel 026 060-16-091) to inspect, maintain, and repair said water main until said time the water main is relocated within the Granger Road right-of-way.

Section IV – Future Work

1. There are five (5) existing service addresses on Granger Road that are currently tapped into the CITY's old 8 inch water line (Addresses #4014, #4024, #4034, #4044 and #4056). These five (5) service addresses are a part of the 23 services that will be served immediately upon completion of the interconnection project referenced herein. The City will transfer these services from the 8 inch water line on Granger to the 10 inch water line on Granger within three (3) months of the date of this MOU. The City will pay for the costs to complete this work.
2. The CITY will transfer two existing services on Weymouth Road (Addresses #4440 and #4454) to the COUNTY'S 10 inch water line on Weymouth Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer these services. The COUNTY will become the water service provider for these two properties.
3. There are two (2) existing services on Granger Road that are currently tapped into the City's 6 inch water line located on the water plant property (Addresses #3741/#3770 and #3746). The City will transfer these services from the 6 inch water line to the new 12 inch water line within three (3) months of the date of this MOU. The City will pay for the costs to complete this work.
4. The CITY will transfer one (1) existing service located at 3821 Granger Road from the CITY's 20 inch water main to the COUNTY'S 10 inch water line on Granger Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer this service. The COUNTY will become the water service provider for this property.
5. Both parties acknowledge that the existing 10 inch water line that crosses the Rocky River just west of the CITY'S Water Plant at 3733 Granger Road must be replaced within nine (9) months of this agreement. Both parties agree to share 50% of the cost of the engineering, design, plan preparation, right of way acquisition and construction to replace approximately 200 linear feet of this water line where it crosses the Rocky River at a time to be determined by the COUNTY. The total estimated cost for this work is \$200,000.

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6. There are ten (10) existing CITY customers served from a 2 inch private line running east from the CITY'S old water plant at 3733 Granger Road (Exhibit "C"). These ten (10) residences will continue to be CITY customers after the interconnection work is complete. Water will be provided through the CITY'S service connection at 3733 Granger. At some point in the future after a mutually agreeable resolution pertaining to ownership and maintenance responsibilities of the 2 inch private line has been reached by all parties the Parties intend to transfer these ten (10) customers to the County.

Section V Ownership and Maintenance

The COUNTY shall take ownership and maintenance responsibilities for all current CITY owned water mains and appurtenances described within this MOU and the project limits described on the attached Exhibit "B" that shall be remain in service and be used for water supply by the COUNTY.

IN WITNESS WHEREOF, the Parties to this MOU, have executed this MOU as of the date and year first written above.

MEDINA COUNTY COMMISSIONERS

By (signature):

Printed Name: Twileen M. Surochuk

Title: Board President

Date: 12/19/23

CITY OF MEDINA, OHIO

By (signature):

Printed Name: Dennis Hannell

Title: Mayor

Date: January 9, 2024

Exhibit A.1

IMMEDIATE TRANSFERS - No Further Work Required

These services currently on City's 10 inch line on Granger that will be served by the County immediately after interconnection project is completed. No further work is required.

1	5733 GRANGER ROAD (old City Water Treatment Plant)	
2	3800 GRANGER ROAD	
3	3820 GRANGER ROAD	
4	3830 GRANGER ROAD	
5	3831 GRANGER ROAD	
6	3831 GRANGER ROAD	
7	3854 GRANGER ROAD	
8	3887 GRANGER ROAD	
9	3896 GRANGER ROAD	
10	3920 GRANGER ROAD	
11	3929 GRANGER ROAD	
12	3939 GRANGER ROAD	
13	3956 GRANGER ROAD	
14	3966 GRANGER ROAD	
15	3976A GRANGER ROAD	
16	3976B GRANGER ROAD	
17	3986A GRANGER ROAD	
18	3986B GRANGER ROAD	
19	3986A GRANGER ROAD	
20	3996B GRANGER ROAD	
21	4004 GRANGER ROAD	
22	4163 WEYMOUTH RD	This service is tapped from Granger
23	4483 WEYMOUTH RD	This service is tapped from Granger

TOTAL IMMEDIATE TRANSFERS - No further work	23
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Exhibit A.2

IMMEDIATE TRANSFERS - Further Work Required

These services currently on City's 8 inch line on Granger that will be served by the County immediately after interconnection project is completed. The City will transfer these services to the existing 10 inch line on Granger within three (3) months of the date of the Memorandum of Understanding (reference item #3. of Section IV - Future Work in the MOU).

- 1 4014 GRANGER ROAD
- 2 4024 GRANGER ROAD
- 3 4034 GRANGER ROAD
- 4 4044 GRANGER ROAD
- 5 4056 GRANGER ROAD

TOTAL IMMEDIATE TRANSFERS - Further work required
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5

Exhibit A.3

FUTURE TRANSFERS

The City will transfer two (2) services on Weymouth Road to the County's 16 inch water line on Weymouth Road within six (6) months of the date of the Memorandum of Understanding (reference Item #2 of Section IV - Future Work in the MOU).

- 1 4446 WEYMOUTH RD. (Blue Fox Meadow Apartments)
- 2 4454 WEYMOUTH RD

There are two (2) existing services on Granger Road that are currently tapped into the City's 6 inch water line located on the water plant property (Addresses #3744/#3770 and #3746). The City will transfer these services from the 6 inch water line to the new 12 inch water line within three (3) months of the date of the Memorandum of Understanding (reference Item #3 of Section IV - Future Work in the MOU).

- 1 3744/3770 GRANGER ROAD
- 2 3746 GRANGER ROAD

There is one (1) existing service located at 3821 Granger Road that is currently served by the City's 20 inch water main. The City will transfer this service to the 10 inch water line on Granger Road within six (6) months of the date of the Memorandum of Understanding (reference Item #4 of Section IV - Future Work in the MOU).

- 1 3821 GRANGER ROAD

TOTAL FUTURE TRANSFERS

5

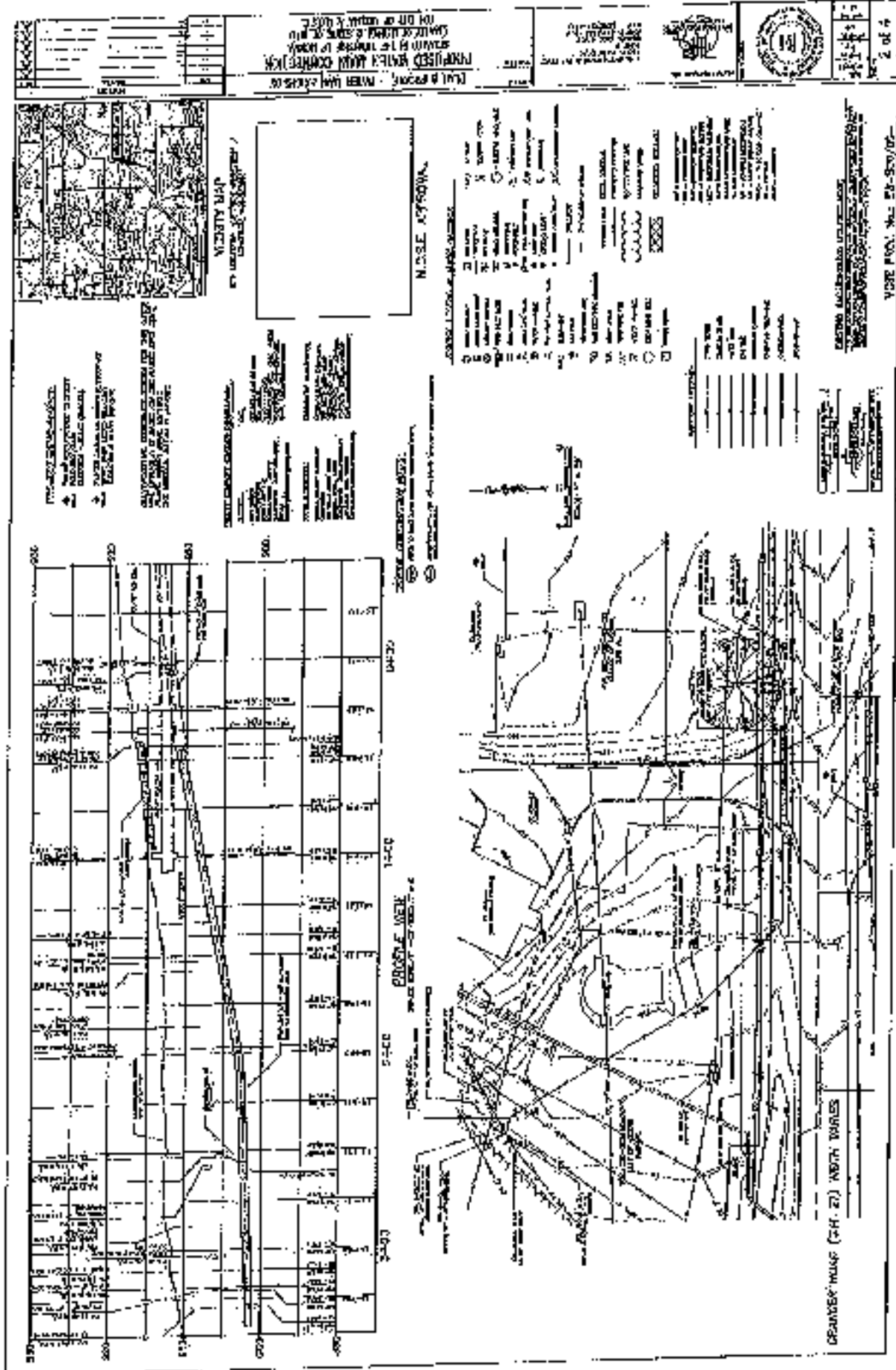


Exhibit C

City Customers on the private 2 inch water line
extending east from the old City water plant

These services on Granger Road and Bagdad Road are on the 2 inch private water that extends east from the old City water plant. These services will continue to be served as City customers after completion of the interconnect. The City intends to transfer these customers to the County after a resolution pertaining to future maintenance responsibilities for this 2 inch line has been reached.

- 1 3362 GRANGER ROAD
- 2 3425 GRANGER ROAD
- 3 3458 GRANGER ROAD
- 4 3459 GRANGER ROAD
- 5 3566 GRANGER ROAD
- 6 3687 GRANGER ROAD
- 7 4457 BAGDAD ROAD
- 8 4385 BAGDAD ROAD
- 9 4259 BAGDAD ROAD
- 10 4260 BAGDAD ROAD

TOTAL 2 inch private customers

10

REGULAR MEETING - TUESDAY, DECEMBER 19, 2023

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Stephen D. Hambley

Anna M. Harrison

Colleen M. Swedyk

Mr. Hambley offered the following resolution and moved the adoption of same which was duly seconded by Mr. Harrison.

RESOLUTION NO. 23-1052

**AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE
CITY OF MEDINA TO TRANSFER THE PROVISION OF WATER SERVICE
ALONG CRANGER AND WEYMOUTH ROADS**

WHEREAS, the Board of County Commissioners of Medina County, Ohio, (Board) has been requested by the City of Medina (City) transfer the provision of water service for parcels located in the Township of Medina on Cranger Road (Addresses from #3733 through #4056) and Weymouth Road (Addresses #4461 and #4483) to the Medina County Board of Commissioners, in accordance with the terms of the attached Memorandum of Understanding (MOU) "Exhibit A, and

WHEREAS, the Board shall cooperate with the City to transfer the provision of water service as described above and the Board shall cooperate with the City for future transfer of water services as outlined in the MOU; and

WHEREAS, the Board desires the City to proceed with the aforesaid transfer of water service.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio that:

Section 1. The Board enter into a Memorandum of Understanding with the City, and that President be, and is hereby authorized to execute said Memorandum of Understanding.

Section 2. That the Board transmit to the City an executed copy of this Resolution and Memorandum of Understanding.

Section 3. The Board authorizes the Sanitary Engineer to act on behalf of the Board for all matters related to this transfer of water service as set forth in the Memorandum of Understanding.

Voting AYE thereon: Mr. Hambley, Mr. Harrison and Mrs. Swedyk

Adopted: December 19, 2023

Prepared by: Sanitary Engineering Department