

CITY OF MEDINA
AGENDA FOR COUNCIL MEETING

October 27, 2014

Medina City Hall

7:30 p.m.

Public Hearing.

To consider the Planning Commission's recommendation to rezone Parcel Nos. 028-19A-21-273, 038-19A-21-271, 028-19A-21-272, 028-19A-21-274, and 028-19A-21-270 from R-3, High Density Urban Residential to C-2, Central Business District.

Call to Order.

Roll Call.

Reading of minutes. (October 14, 2014)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new C1 and C2 permit to Cineen Inc. dba VIP Mini Mart, 238 N. Court Street.

Liquor Permit:

Not to object to the issuance of a TRES transfer of a D1, D2, and D3 permit from Homescapes for Sale by Owner Club, Inc. dba as Decades, 1618 SR 60, Vermilion Twp. to Tokyo Inc., 1132 N. Court Street.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 170-14

An Ordinance authorizing the Mayor to enter into a renewal contract with United Healthcare for health care insurance for the employees of the City of Medina.
(emergency clause requested)

Ord. 171-14

An Ordinance amending Ordinance No. 126-14, passed July 14, 2014, relative to the expenditure to Securitec for the purchase and installation of an amplifier and speaker system for the Uptown Park.

Ord. 172-14

An Ordinance authorizing the increase of the expenditure to Wingfoot Commercial Tire Systems from \$25,000.00 to \$35,000.

Ord. 173-14

An Ordinance authorizing the Mayor to accept easement agreements for the West Smith Road Reconstruction Project (Parcels #3, 4, 6A, 7, 10 and 18).
(emergency clause requested)

Ord. 174-14

An Ordinance authorizing the Mayor to accept two (2) easements necessary for the Lake Road Reconstruction, Phase 2 Project.

Ord. 175-14

An Ordinance authorizing the expenditure of \$247,467.00 to various vendors/contractors for emergency repairs to South Court Street due to a water main break.
(emergency clause requested)

Ord. 176-14

An Ordinance Amending Ord. 161-14, passed September 22, 2014, relative to the auction, sale or disposal of city equipment and vehicles no longer in use.
(emergency clause requested)

Council comments.

Adjournment.



Opening:

Medina City Council met in regular, open session on Tuesday, October 14th, 2014. 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 present B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Also present were the following members of the Administration: Mayor Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Jansen Wehrley, Jonathon Mendel and Kimberly Rice.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on September 22nd, 2014 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council this evening and will meet again on Monday, October 27th.

Health, Safety & Sanitation Committee: Mr. Rose had no report but is working on scheduling a meeting in November.

Public Properties Committee: Mr. Shields stated there is a meeting scheduled for Tuesday, Oct. 28th at 5:30 p.m.

Special Legislation Committee: Mr. Lamb stated there is a meeting scheduled for Wednesday, October 29th at 5:30 p.m.

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

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

Requests for Council Action:

Finance Committee

- 14-198-10/14 – Healthcare Renewal
- 14-199-10/14 – SPCA 2015 Animal Welfare Services
- 14-200-10/14 – Budget Amendments
- 14-201-10/14 – Increase P.O. #2014-1022 – HSH Construction
- 14-202-10/14 – Amend Ord. 126-14 – Securitec
- 14-203-10/14 – Expenditure Over \$15,000 – Montrose Ford – Streets
- 14-204-10/14 – Increase P.O. #2014-1415 – Judco Inc.
- 14-205-10/14 – Resolution Accepting Amts. & Rates of Budget Commission
- 14-206-10/14 – Increase P.O. #2014-1068 – Butcher & Son
- 14-207-10/14 – Increase P.O. #2014-575 – Wingfoot Tire Systems

- 14-208-10/14 – Expenditure Over \$15,000 – Framm Construction – Streets
- 14-209-10/14 – Increase P.O. #2014-1725 – Mid Ohio Concrete – Engr.
- 14-210-10/14 – Payment – S. Court St. Emergency Water Line & Pavement
- 14-211-10/14 – Accept Easements – W. Smith Road Various Parcels
- 14-212-10/14 – Accept (2) Easements – Lake Road, Phase 2
- 14-213-10/14 – Fact Finders Report – OPBA Communications Division
- 14-214-10/14 – Amend S&B 31.02 (B)(9) and 31.05 – Cable TV Production Asst.

Public Properties Committee

- 14-215-10/14 – Public Restroom Facility – landscape, fountain, naming

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Ward 3 & 4 meeting 10/7 - Concerns were raised in residential neighborhoods of signs posted in tree lawns/ROW; parking in grass of yards; and unleashed dogs running at large on public properties - posted regulations on city website following day. Will also add to utility bills over next several months.
- 2) Governor John Kasich and Lt. Governor Mary Taylor visited Medina on Saturday, October 11th. The Governor then went to Castle Noel to see Cousin Eddy's RV and also went down Ralphie's slide inside. Good exposure for the city.
- 3) Elementary school friend came to Medina Saturday. Spent about 3 hours on Square having lunch with his mother and observing Square activities. He has lived in several suburbs of Columbus and has never seen a community gathering event for young and old alike with the Farmer's Market, Halloween Harvest Festival by MCRC, and the charm of Square itself. He talked of how blessed and fortunate we are to have such an active Square. I shared with him the new public restroom facilities, the Friday night band concerts, and the great work Main Street Medina is doing in having more and larger events for our community. Becoming quite a destination for visitors.
- 4) Veteran's Day Concert - Monday, November 10, 2014 at 7 p.m. - Saint Francis Church will host the annual Veteran's Day Concert with the Medina Community Band. Parking is available at church, with overflow permitted at 600 East Smith and 620 East Smith Road. Concert is free, but guests are asked to bring in a non-perishable item to support Saint Vincent DePaul Society.

Keith Dirham, Finance Director, reported the following:

Reminded the residents of the LST Levy renewal in November. It is how we pay for the ambulatory service for the city, it is a renewal not an increase in tax rate. The State is phasing out the exemption and by doing a renewal we preserve that exemption. There will be a budget hearing next Wednesday.

Greg Huber, Law Director, had no report.

Chief Berarducci, Police Chief, had no report.

Kimberly Rice, Economic Development Director, reported the following:

There are some new businesses coming to Medina or just recently moved into the city. Kimberly thanked Jonathon and Dan for all their work with helping these businesses through sign permits, zoning and building renovations and inspections. The businesses are Bella Sorrellas Hair Salon and Vintage Sole moving into the Arcade. One Lucky Dog Bakery just completed an expansion. The H2 Wine Bar and Something's Popping (popcorn shop) are due to open in November. Lager Heads Micro Brewery, Sand & Lace Fine Arts and Gift Gallery, Toyko Inc., High Voltage Indoor Go Cart racing, Alien Vacation, 3D Mini Golf and Dorman Legacy Advisors are some of the new businesses. Kimberly is working with Main Street Medina Business Development Committee on a Visitor's Brochure for Medina.

Jonathon Mendel, Community Development Director, had no report.

Chief Painter, Fire Chief, reported the following:

This past Saturday they held the annual Fire Safety Open House at Station #1, there were over 350 in attendance. He thanked Buehlers, Giant Eagle, Sandridge Foods, The Cork Screw Salon, Sears and Life Flight for all their support.

Mike Wright, Recreation Center Director, reported the following:

He gave recognition to some staff and patrons of the recreation center. There was a 911 call for someone in the fitness room that had a heart attack. Staff had AED to them in less than 30 seconds. Thanks to Tom Cahalan for doing chest compressions while others administered CPR. The Halloween Festival was this past weekend, the weather was perfect and everyone enjoyed the festivities. He thanked Maureen Dowell for all her efforts with this event and all the volunteers. He thanked all the sponsors. The next Rec Advisory Board meeting is Oct. 16 at 7:30 a.m.

Dan Gladish, Building Official, reported the following:

The Building Department in the first 9 months of the year issued a total of 1,079 building permits. Of which, 825 were for residential and 254 for commercial. This is close to equaling the total number of permits issued for all of last year.

The large number of new permits is good news for the Community. It means that throughout the City, there has been over 1000 investments made in upgrading and improving existing commercial and residential properties.

There has been 8 residential demolitions permits issued to date, 3 for houses and 5 for garages. Negative news is there has been a total of 63 residential property foreclosure notifications submitted to the City. In 2013 there was a total of 78. There were 74 residential and 2 commercial foreclosure notifications.

Patrick Patton, City Engineer, reported the following:

We opened bids on two projects. The Lake Rd. reconstruction Phase 2 which is the section between Lafayette Rd. and Smith Rd. and the Wadsworth Water Line Replacement which the city has obtained a State zero interest loan to construct.

Nino Picolli, Service Director, reported the following:

The leaf season is here and as volumes increase the equipment will as well to accommodate. Please rake leaves to the curb not into the street due to the storm sewers. We start collecting at the North West section of town, proceed to the North East, then South East and then South West in a clockwise fashion. Check the website for updates and the Leaf Hotline at 330-725-5323.

Mayoral Appointments:

Paul Becks – Planning Commission – Term Exp. 12/31/16

Mr. Shields moved to approve the Mayors' appointment, seconded by Mr. Simpson. The roll was called and approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Notices, Communications and Petitions:

Liquor Permit:

Mr. Shields moved not to object to the issuance of a new D5 permit to PJM Enterprises, Ltd. dba PJ Marley's, 119 Public Square, seconded by Mr. Simpson. The roll was called and approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Motion to approve Public Record Training designee:

To approve designee Clerk of Council Kathy Patton to attend the September 23, 2014 Ohio Auditor of State's Certified Public Record Training sponsored by the Wadsworth City Council on the behalf of Council Members Coyne, Simpson, Rose, Kolesar, Lamb and Mayor Hanwell. Mr. Shields moved to approve, seconded by Mr. Simpson. The roll was called and approved by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Unfinished Business:

There was none.

Introduction of Visitors:

Heather Short who resides on North Court St. expressed her gratitude for the Neighborhood Renewal Program and for Mr. Lamb bringing this to light and allowing the residents to feel like they can actually do something and make a difference in their community.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 163-14:

An Ordinance authorizing the purchase of one (1) rear loader packer body from the National Joint Powers Alliance for the Sanitation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 163-14, seconded by Mr. Simpson. Mr. Piccoli stated a new garbage truck would cost about \$176,000.00 but we are confident we can replace the 25 cubic yard packer body at a cost of \$76,307.36 which is a savings on existing cab and chassis. The roll was called and Ordinance/Resolution No. 163-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 164-14:

An Ordinance authorizing the increase of the expenditure to Zashin and Rich Co., LPA from \$25,000.00 to \$33,000.00 for the Law Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 164-14, seconded by Mr. Simpson. This was a Police Union negotiation and the work was more extended this year because of fact finding and the fact that the dispatch unit has been separated out. We are asking for the increase so his fees can be paid. The roll was called and Ordinance/Resolution No. 164-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 165-14:

An Ordinance authorizing the increase of the expenditure to the Lake County Sewer Company From \$15,000.00 to \$30,000.00 for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 165-14, seconded by Mr. Simpson. Mr. Piccoli stated in an effort to continue their campaign to repair areas of the storm system that are in need of attention, they need to increase this P.O. The roll was called and Ordinance/Resolution No. 165-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 166-14:

An Ordinance authorizing an expenditure not-to-exceed \$27,000.00 to Paradise Tree Farm for the Parks Department Fall Tree Purchase and Planting. Mr. Shields moved for the adoption of Ordinance/Resolution No. 166-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 166-14, seconded by Mr. Simpson. Mr. Wright explained this is a local nursery we want to use to purchase a portion of the trees for our fall tree planting. They were a low bid for the installation portion of the project. The emergency is needed to secure the nursery stock and to begin planting while the weather still permits. 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. 166-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 167-14:

An Ordinance amending Ordinance No. 208-13, passed December 9, 2013. (Amendments to 2014 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 167-14, seconded by Mr. Simpson. Mr. Dirham stated the two projects here that were discussed at Finance were already approved but this is the mechanics to pay for them. The roll was called and Ordinance/Resolution No. 167-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Res. 168-14:

A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor. Mr. Shields moved for the adoption of Ordinance/Resolution No. 168-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 168-14, seconded by Mr. Simpson. Mr. Dirham explained this is the next step in the States set up for the budget

process that we have to follow, we sent the tax budget a while ago, this is certifying what we got back from the County Budget Commission. Emergency is requested due to a deadline we have to meet. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 168-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 169-14:

An Ordinance accepting the report and recommendations of the Fact Finder for the Ohio Patrolmen's Benevolent Association for the Police Communications Division. Mr. Shields moved for the adoption of Ordinance/Resolution No. 169-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 169-14, seconded by Mr. Simpson. Mayor Hanwell explained the fact finder report was dated Oct. 8th and the reason for the emergency clause is Council has seven days upon receipt to reply. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 169-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Council Comments:

Mr. Simpson spoke of the event that happened at the Rec Center with the gentleman having the heart attack and the quick response of the staff. It's very fortunate that there was an AED unit available, not all public buildings have them.

Mr. Lamb reminded residents that on November 7th is the Faith in Action "Dancing with the Stars" fundraiser at Medina Country Club.

He stated attended the farmer's market this weekend and enjoyed himself.

He also mentioned Bob Evan's is donating 15% of sales to the Medina SPCA on Wednesday, Oct. 15th.

The next meeting for the Neighborhood Renewal Initiative is Thursday, October 23rd at 7 p.m. held at the Salvation Army on West Liberty St.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:02 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

1495950		NEW	CINEEN INC	
PERMIT NUMBER		TYPE	DBA VIP MINI MART	
ISSUE DATE		238 N COURT ST		
10 14 2014		MEDINA OH 44256		
FILING DATE				
C1 C2		PERMIT CLASSES		
52	077	C	A64046	
TAX DISTRICT			RECEIPT NO.	

FROM 10/20/2014

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 10/20/2014

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/20/2014

IMPORTANT NOTICE

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

C NEW 1495950

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

8958750		TREX	TOKYO INC
PERMIT NUMBER		TYPE	1132 N COURT ST
02	01	2013	MEDINA OH 44256
ISSUE DATE			
10	14	2014	
FILING DATE			
D1	D2	D3	
PERMIT CLASSES			
52	077	C	F12936
TAX DISTRICT			RECEIPT NO.

FROM 10/16/2014 SAFEKEEPING

3955206			HOMESCORES FOR SALE BY OWNER CLUB INC
PERMIT NUMBER		TYPE	DBA DECADES
02	01	2013	1618 SR 60 & PATIOS
ISSUE DATE			VERMILION TWP
10	14	2014	VERMILION OHIO 44089
FILING DATE			
D1	D2		
PERMIT CLASSES			
22	936		
TAX DISTRICT			RECEIPT NO.



MAILED 10/16/2014

RESPONSES MUST BE POSTMARKED NO LATER THAN 11/17/2014

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES C TREX 8958750

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

ORDINANCE NO. 170-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL CONTRACT WITH UNITED HEALTHCARE FOR HEALTH CARE INSURANCE FOR THE EMPLOYEES OF THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a renewal contract with United Healthcare to provide health care insurance for the employees of the City of Medina, Ohio for the year 2015.
- SEC. 2:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to secure a healthcare contract for the employees of the City of Medina for the year 2015; 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

ORD. 170-14
Exh. A

A Renewal for

CITY OF MEDINA



CITY OF MEDINA Dental Renewal
Effective Date: January 1, 2015

Dental Services	Passive PPO P9279 CS0	
Legal Entity	UnitedHealthcare Insurance Company Primary Plan	
	Network	Out of Network
Diagnostic Service		
Periodic Oral Evaluation	80%	80%
Radiographs	80%	80%
Lab and Other Diagnostic Tests	80%	80%
Preventive Services		
Dental Prophylaxis (Cleaning)	80%	80%
Fluoride Treatment	80%	80%
Sealants	80%	80%
Space Maintainers	80%	80%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	80%	80%
Dentures and Removable Prosthetics	80%	80%
Fixed Partial Dentures (Bridges)	80%	80%
Orthodontic Services		
Orthodontia	60%	60%
Orthodontia Eligibility	Child Only (Up to Age 19)	
Deductible	\$25/\$50	\$25/\$50
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,000	\$1,000
Lifetime Ortho Max	\$1,000	\$1,000
Waiting Period applies	No	No
Out of Network Basis	UCR 90th	
PPO Network	Options PPO 30	
CMM-Annual Roll-Over	Yes	
Assumed Enrollment and Rates	Current	Renewal
Employee	32	\$31.46
Employee + Family	97	\$91.77
	129	\$31.46
Monthly Premium	\$9,908.41	\$9,908.41
Annual Premium	\$118,900.92	\$118,900.92
Renewal Action	0.0%	
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	Fully Insured	
Exclusions and Limitations	Standard	
Broker Commissions	0%	
Rate Guarantee	12 Months	

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.
- Assumed contract situs is Ohio.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9199.
- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

The Dental and/or Vision premium includes expenses related to state & federal taxes, fees, and assessments. It may also include additional new taxes, fees and assessments from the Affordable Care Act.

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

One or more of these plan design offerings include the MaxMultiplier benefit.

Some of the unused portion of your annual maximum may be available in future periods.

Please contact your sales representative for more details on the network quoted in your proposal.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

Participation in qualifying dental and vision plans must be 75 percent or greater of eligible medical employees for Packaged Savings to be activated.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

UnitedHealthcare
Medical Proposed Rates with Alternate Plan Designs

Customer Name: CITY OF MEDINA
 Medical Policy: 00753527
 Renewal Date: January 1, 2015

The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Renewal Plan		Renewal Plan	
	Option 1	NEW	Option 2	NEW
Plan Name	3M-2 M2015 (Traditional with Deductible) Rx Plan: F5-M		3M-2-M2015-2 (Base / Emb) Rx Plan: h9-m2-S	
Product	Choice + Insurance *		Choice + Insurance *	
Option	3M2Mod		3M2MOD2	
Plan Offering	Dual Option		Dual Option	
Multiple Option with:	Option(s) 2		Option(s) 1	
HRA or HSA	No		No	
Benefits*	Network Single/Family		Network Single/Family	
Office Copay (PCP/SPC)	PCP \$20, SPC \$20		PCP \$20, SPC \$40	
Hospital Copays	OP N/A, IP N/A		OP N/A, IP N/A	
UC/ER/Major Diag Copay	UC \$20, ER N/A, Maj Diag N/A		UC \$20, ER \$100, Maj Diag N/A	
Other	N/A		N/A	
Deductible	\$300/\$600 (Emb)		\$500/\$1000 (EMB)	
Coinsurance	80%		80%	
Out-of-Pocket	\$500/\$1000		\$1000/\$2000	
Pharmacy	\$10/20/40; 2.0x for M.O.		\$15/30/50; 2x for M.O.	
	Out of Network Single/Family		Out of Network Single/Family	
Deductible	\$600/\$1200 (Emb)		\$1000/\$2000 (EMB)	
Coinsurance	60%		60%	
Out of Pocket	\$3000/\$6000		\$3000/\$6000	
Enrollment				
Employee	30		0	
Employee + Family	98		0	
Total	128		0	
	Rates (Billed)		Rates (Billed)	
Rates	Current	Proposed	Current	Proposed
Employee	\$723.96	\$774.61	\$625.75	\$669.53
Employee + Family	\$1,990.89	\$2,130.18	\$1,720.81	\$1,841.20
Monthly Cost	\$216,826	\$231,996	\$0	\$0
Annual Cost	\$2,601,912	\$2,783,951	\$0	\$0
Change from Current	7.0%		7.0%	

*High level benefit summary. Please see your plan summary for more detailed benefit description.

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare

Medical Quote Assumptions

Customer Name: CITY OF MEDINA
 Medical Policy: 00753527
 Renewal Date: January 1, 2015

The rates quoted here are based on the following assumptions. Changes to these assumptions may result in an adjustment to rates.

Medical Quote Assumptions

- Rates are guaranteed for the contract period of 1/1/15 through 12/31/15.
- Rates are based on your submitted census. UnitedHealthcare reserves the right to adjust the rates from audit date back to effective date if any of the following changes:
 - Enrollment +/- 10%
 - Area Factor +/- 7.5%
 - Any Material Changes
 - Average Contract Size +/- 10%
 - Age/Sex Factor +/- 10%
 - Cobra enrollees are more than 10% of enrollment
- Employer contributes a minimum of 90% toward the employee only rates and 90% toward the dependent rates.
- Requires a minimum participation level of 75%.
- 2007 & 2011 Certificate of Coverage plans include the deductible in the out of pocket maximums.
- This offer, unless otherwise stated herein, completely replaces all other previous offers or portions thereof. Any previous offers that may have been extended are hereby null and void.

- Quote includes Simply Engaged 2.0

UnitedHealthcare reserves the right to adjust the rates and/or fees (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable regulatory authority (i.e. mandated benefits) or by the Plan Sponsor; and (iii) as otherwise permitted in our policy.

This premium includes state and federal taxes and fees, including the Insurer Fee (about 2.5% of premium) and the Reinsurance Fee (about \$5 per member per month) under the Affordable Care Act. These estimates will vary based on renewal date and state reinsurance fees.

Premium rates and/or product forms included herein are subject to approval by regulators. If rates or product forms offered herein are subsequently modified by regulators we will immediately advise you of the change in plan design and retroactively adjust premium in subsequent billings.

Plan design and corresponding premium rates offered herein represent a coverage option that is consistent with your current group size (based on most recent census or survey information) and closely matches your current coverage. Additional coverage options may be available to you.

At your request, a service fee to be paid to your producer/service agent of \$14.00 PEPM has been added as an expense item where service fees apply.

Agents may receive commissions and other compensation from us and these costs may be reflected in your premium or fee. Separately, you may have contracted with producers to provide services directly for your group and have agreed to pay them a 'service fee'. Since 'service fees' are not a contingency of the purchase of health insurance such fees are not part of your premium but may be included in your bill under total amount due.

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (Agreement) is entered into by and between The City of Medina Health and Welfare Plan and DS Benefits Group, LLC, effective as of September 1, 2014 .

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule. Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.
4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements With Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,

- c. A brief description of the PHI disclosed, and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. Remuneration in Exchange for PHI. Effective Sept. 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, and subject to the transition provision of 45 CFR Section 164.532 regarding prior data use agreements, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

11.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.
- 5.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:
 - a. Termination for Cause by Covered Entity

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.
 - b. Termination for Cause by Business Associate

This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period..
 - c. Termination Due To Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
 - d. Termination Without Cause

Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which

prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. Indemnification. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.
3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

The City of Medina Health & Welfare Plan

"COVERED ENTITY"

Signed: _____

Date: _____

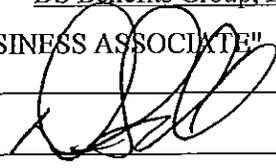
Name: _____

Title: _____

Address: _____

DS Benefits Group, LLC

"BUSINESS ASSOCIATE"

Signed:  _____

Date: September 1, 2014

Name: Dino Sciulli

Title: President

Address: 3555 Reserve Commons Drive

Medina OH 44256

ORDINANCE NO. 171-14

AN ORDINANCE AMENDING ORDINANCE NO. 126-14, PASSED JULY 14, 2014, RELATIVE TO THE EXPENDITURE TO SECURITEC FOR THE PURCHASE AND INSTALLATION OF AN AMPLIFIER AND SPEAKER SYSTEM FOR THE UPTOWN PARK.

WHEREAS: Ordinance No. 126-14, passed July 24, 2014, authorized the expenditure not to exceed \$14,000 to Securitec One, Inc. for the purchase and installation of an amplifier and speaker system for the Uptown Park.

WHEREAS: That the Finance Committee on September 8, 2014 approved an increase of \$1,285.00 bringing the project total to \$15,285.00.

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

SEC. 1: That the expenditure amount authorized in Ordinance No. 126-14, passed July 24, 2014, is hereby amended from \$14,000.00 to \$15,285.00 to Securitec One, Inc. for the purchase and installation of an amplifier and speaker system for the Uptown Park.

SEC. 2: That the funds to cover the additional monies are available in Account No. 104-0305-53315.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 172-14

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO WINGFOOT COMMERCIAL TIRE SYSTEMS FROM \$25,000.00 TO \$35,000.00.

WHEREAS: On January 27, 2014 Finance Committee approved a Blanket Purchase Order #2014000575 in the amount of \$25,000.00 to Wingfoot Commercial Tire Systems; and

WHEREAS: The Service Director has requested to increase Purchase Order #2014000575 from \$25,000.00 to \$35,000.00, which requires Council approval.

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

SEC. 1: That the increased expenditure of \$35,000.00 is hereby authorized to Wingfoot Commercial Tire Systems for the Sanitation Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 514-0543-53321.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 173-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENT AGREEMENTS FOR THE WEST SMITH ROAD RECONSTRUCTION PROJECT (PARCELS #3, 4, 6A, 7, 10 AND 18), AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 111-14, passed June 23, 2014 authorized the Fair Market Value Estimates for the West Smith Road Reconstruction Project.

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

SEC. 1: That the Mayor is hereby authorized to accept the Easement Agreements for the West Smith Road Reconstruction Project (Parcels #3, 4, 6A, 7, 10 and 18).

SEC. 2: That a copy of the Easement Agreements are marked Exhibit A, B, C, D, E, and F, attached hereto, and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to finalize and submit payment to the property owners; 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

ORD 173-14
Exh. A



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: **MED-West Smith Road**
PID No.: 81334
Parcel No. 3-TV,TV-1,TV-2 (Shelly Materials, Inc.)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$2,450.00** payable to "**Shelly Materials, Inc.**". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, the Grantor(s) herein, in consideration of the sum of \$2,450.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 3 TV, TV-1, TV-2
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Medina County Current Tax Parcel No. 028-19C-03-022
Prior Instrument Reference: Quit Claim Deed Instrument No. 2010OR010583, Medina County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation has caused its name to be subscribed by Steven J. Alex, its duly authorized Vice President, and it duly authorized agent on the 18th day of August, 2014.

OC-SMA, LLC, AN OHIO LIMITED LIABILITY COMPANY, NOW KNOWN AS SHELLY MATERIALS, INC., AN OHIO CORPORATION

By: [Signature]
Steven J. Alex, VP.

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 18th day of Aug, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Steven J. Alex, who acknowledged being the Vice-President and duly authorized agent of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

Kimberly S. Grubb

NOTARY PUBLIC

My Commission expires



KIMBERLY S. GRUBB
Notary Public - State of Ohio
My Commission Expires March 20, 2016

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 3-TV ^{AY}
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to OC-SMA, LLC. by Document No. 2010OR010583 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1983.38 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 72.00 feet to a point;
2. thence South 44 degrees 44 minutes 31 seconds West a distance of 24.70 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 36.36 feet to a point;
4. thence North 46 degrees 57 minutes 38 seconds West a distance of 24.98 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-022 and contains a gross take of 0.0215 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HINTB Ohio, Inc., on December 17, 2012.

EXHIBIT A

RX 287 TV

Page 2 of 2

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/12/2012
Date

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 3-TV1 AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to OC-SMA, LLC. by Document No. 2010OR010583 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1831.54 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 67.88;
2. thence South 27 degrees 45 minutes 47 seconds West a distance of 53.52 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 21.69 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 42.00 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 20.59 feet to a point;
6. thence North 00 degrees 48 minutes 13 seconds West a distance of 5.00 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-022 and contains a gross take of 0.0396 acres more or less.

All Bearings are relative to grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

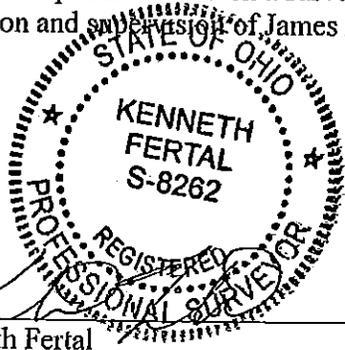
Page 2 of 2

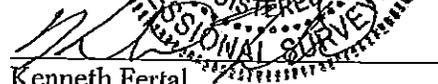
RX 287 TV

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.




Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 3-TV2 ^{AM}
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of City Lot 1733 & 1734 and being a 20.103 acre parcel conveyed on June 03, 2010 to **OC-SMA, LLC.** by Document No. 2010OR010583 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1592.73 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line and the temporary southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING.**

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 71.80 feet to a point and easterly line and southwest corner of Medina City Lot 9056;
2. thence South 00 degrees 10 minutes 35 seconds East along easterly line a distance of 57.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 36.78 feet to a point;
4. thence North 00 degrees 48 minutes 12 seconds West a distance of 50.00 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 34.39 feet to a point;
6. thence North 00 degrees 48 minutes 13 seconds West a distance of 7.00 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING.**

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-022 and contains a gross take of 0.0541 acres more or less.

EXHIBIT A

Page 2 of 2

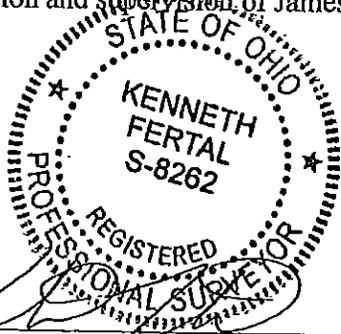
RX 287 TV

Rev. 06/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.





Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

**RESOLUTION OF
OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc.,
an Ohio Corporation**

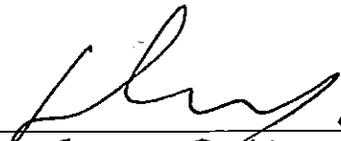
WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 3 TV, TV-1, TV-2
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

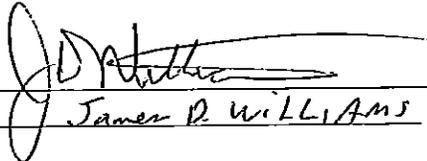
WHEREAS, the City of Medina has offered the sum of \$2,450.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation that Steven J. Alex shall be, and hereby is, the duly authorized, empowered and acting agent of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from OC-SMA, LLC, An Ohio Limited Liability Company, Now Known As Shelly Materials, Inc., An Ohio Corporation to City of Medina, for the hereinabove mentioned consideration.


Steven J. Alex VP.

I, JAMES D. WILLIAMS, Secretary of OC-SMA, LLC, an Ohio Limited Liability Company, now known as Shelly Materials, Inc., an Ohio Corporation, hereby certify that on AUGUST 18, 2014, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on AUGUST 18, 2014.


James D. WILLIAMS



ORD 173-14
Exh. B
O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: MED-West Smith Road
PID No.: 81334
Parcel No. 4-WDV,TV (Progress Industrial Properties)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (Original)
- Signed Corporate Resolution
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$3,450.00** payable to "**Progress Industrial Properties**". Once the check has been processed, please forward it to our office along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 4 WDV, TV
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and Progress Industrial Properties, Inc., an Ohio Corporation ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$3,450.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) *other items*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in

Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is 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.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject

property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and Progress Industrial Properties, Inc., an Ohio Corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PROGRESS INDUSTRIAL PROPERTIES, INC., AN OHIO CORPORATION

Donald G. Simmons
By: Donald G. Simmons
President
Date: August 21, 2014

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 21st day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Donald G. Simmons, who acknowledged being the Mayor and duly authorized agent of Progress Industrial Properties and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.
an ohio corporation

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



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018

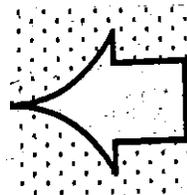
Joseph E. Almady
NOTARY PUBLIC
My Commission expires: _____

JEA

City of Medina

Dennis Hanwell
Mayor

Date: _____



STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

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: _____



EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 4-WDV ^{AM}
WEST SMITH ROAD
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 State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 9056 and being a 1.5909 acre parcel conveyed on June 25, 2007 to Progress Industrial Properties, Inc. by Document No. 2007OR017162 of Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1493.74 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 64.45 feet to an Iron Pin Set;
2. thence South 37 degrees 13 minutes 30 seconds West a distance of 38.71 feet to an Iron Pin Set;
3. thence North 64 degrees 52 minutes 10 seconds West a distance of 38.84 feet to an Iron Pin Set;
4. thence North 23 degrees 37 minutes 35 seconds West a distance of 14.65 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-024 and contains a gross take of 0.0269 acres more or less.

EXHIBIT A

RX 251 WDV

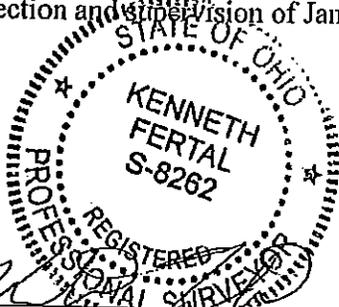
Page 2 of 2

Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

Legal Approved
Date 1-7-2013
By Beth Mkeni

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 4-TV AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 9056 and being a 1.5909 acre parcel conveyed on June 25, 2007 to Progress Industrial Properties, Inc. by Document No. 2007OR017162 of Medina County Records Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1520.93 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and westerly property line of Medina City Lot 9056 and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 27.20 feet to a point;
2. thence South 23 degrees 37 minutes 35 seconds East a distance of 14.65 feet to a point;
3. thence South 64 degrees 52 minutes 10 seconds East a distance of 38.84 feet to a point;
4. thence North 37 degrees 13 minutes 30 seconds East a distance of 38.71 feet to a point on the said existing southerly right of way line;
5. thence North 89 degrees 11 minutes 47 seconds East a distance of 153.83 feet along the existing southerly right of way line to a point, at the easterly property line and Medina City Lot 1744;
6. thence South 00 degrees 08 minutes 05 seconds East a distance of 5.00 feet to a point;
7. thence South 89 degrees 11 minutes 47 seconds West a distance of 90.71 feet to a point;
8. thence South 00 degrees 48 minutes 13 seconds East a distance of 10 feet to a point;
9. thence South 89 degrees 11 minutes 47 seconds West a distance of 40 feet to a point;
10. thence North 00 degrees 48 minutes 13 seconds West a distance of 10 feet to a point;
11. thence South 89 degrees 11 minutes 47 seconds West a distance of 22.70 feet to a point;
12. thence South 05 degrees 26 minutes 02 seconds West a distance of 33.40 feet to a point;

EXHIBIT A

RX 287 TV

Rev. 06/09

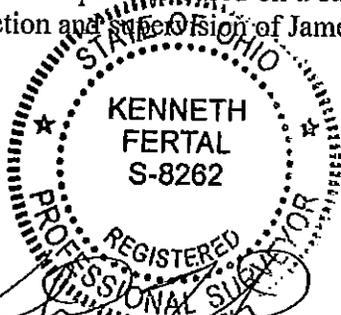
13. thence South 89 degrees 11 minutes 47 seconds West a distance of 44.83 feet to a point;
14. thence South 61 degrees 31 minutes 39 seconds West a distance of 62.45 feet to a point;
15. thence South 89 degrees 11 minutes 47 seconds West a distance of 8.32 feet to westerly property line and Medina City Lots 1733 and 1734;
16. thence North 00 degrees 10 minutes 35 seconds West along said westerly line a distance of 57.00 feet to the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING.**

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-03-024 and contains a gross take of 0.0907 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/12/2012
Date

**RESOLUTION OF
Progress Industrial Properties, Inc., an Ohio Corporation**

WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S) 4 WDV, TV
MED-West Smith Road

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina has offered the sum of \$3,450.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Progress Industrial Properties, Inc., an Ohio Corporation that Donald G. Simmons shall be, and hereby is, the duly authorized, empowered and acting agent of Progress Industrial Properties, Inc., an Ohio Corporation for the purpose of executing and delivering to City of M all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Progress Industrial Properties, Inc., an Ohio Corporation to City of M, for the hereinabove mentioned consideration.

Signature:

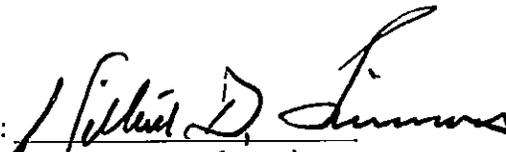
Print Name:

Print Title:

Donald G. Simmons
Donald G. Simmons
President

I, William D. Simmons, Secretary of Progress Industrial Properties, Inc., an Ohio Corporation, hereby certify that on 8/25/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on the 25th day of August, 2014.

Signature: 
Print Name: William D. Simmons
Print Title: Secretary

ORD. 193-14
Exh. C



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: **MED-West Smith Road**
PID No.: 81334
Parcel No. 6-TV,TV-1 (PJC Storage, LLC)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$600.00** payable to "PJC Storage, LLC". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PJC Storage, LLC, an Ohio limited liability company, the Grantor(s) herein, in consideration of the sum of \$600.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 6 TV, TV-1
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Medina County Current Tax Parcel No(s). 029-19A-20-018,029-19A-20-014
Prior Instrument Reference: General Warranty Deed Instrument No. 2013OR014626, and
General Warranty Deed, Instrument No. 2014OR012527 Medina County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF PJC Storage, LLC, an Ohio limited liability company has caused its name to be subscribed by Paul W. Wright, Jr., its duly authorized Sole Member, and it duly authorized agent on the 27th day of August, 2014.

PJC STORAGE, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
Paul W. Wright -
Sole member

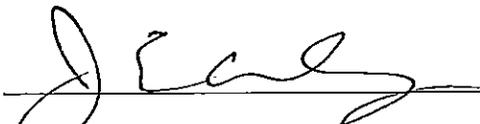
STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 27th day of August, 2014 before me the subscriber, a Notary Public in and for said state and county, personally came the above named Paul W. Wright, Jr., who acknowledged being the Sole Member and duly authorized agent of PJC Storage, LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018


NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 6-TV AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE, WALK AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

PJC Storage, LLC

2013OR014626

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 9117 and being a 1.4254 acre parcel conveyed on September 24, 2001 to ~~Medina Industrial Center LLC~~ by Document No. 2001OR033924 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1082.07 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 04 minutes 03 seconds West a distance of 20.20 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 15.96 feet to a point;
3. thence South 47 degrees 36 minutes 26 seconds East a distance of 29.51 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West a distance of 37.73 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-018 and contains a gross take of 0.0124 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

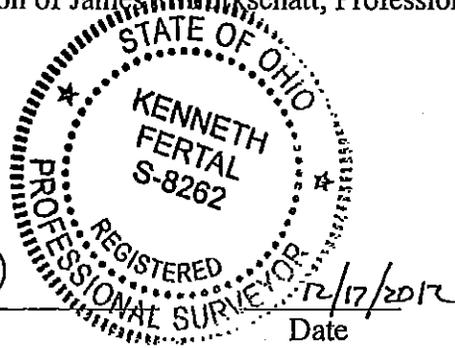
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Wyrkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal

12/17/2012
Date

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 6-TV1 #11
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

PJC Storage, LLC

2014 OR 012527

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 3490 and being a 2.7119 acre parcel conveyed September 24, 2001 to ~~Medina Industrial Center LLC~~ by Document No. ~~2001OR033924~~ of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 780.51 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 48 minutes 13 seconds West a distance of 20.00 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 20.00 feet to a point;
3. thence South 00 degrees 48 minutes 13 seconds East a distance of 20.00 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West along said right of way line a distance of 20.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-014 and contains a gross take of 0.0092 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

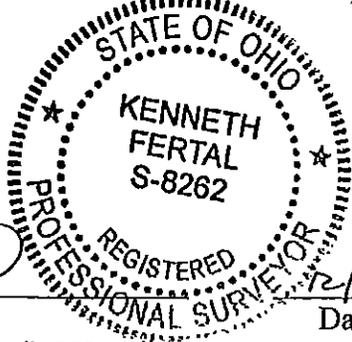
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



[Handwritten Signature]
Date 12/07/2012

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

**RESOLUTION OF
PJC Storage, LLC, an Ohio limited liability company**

WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 6. TV, TV-1
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina has offered the sum of \$600.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of PJC Storage, LLC, an Ohio limited liability company that Paul W. Wright Jr. shall be, and hereby is, the duly authorized, empowered and acting agent of PJC Storage, LLC, an Ohio limited liability company for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from PJC Storage, LLC, An Ohio Limited Liability Company to City of Medina, for the hereinabove mentioned consideration.


Paul W. Wright Jr

I, BARBARA E. WRIGHT, Secretary of PJC Storage, LLC, an Ohio limited liability company, hereby certify that on 8/27/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on 8/27/14.

Barbara E. Wright
Barbara E. Wright

Ord. 173-14
Exh. D



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 30, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: **MED-West Smith Road**
PID No.: 81334
Parcel No. 7-TV (Stephen Andrews)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- W-9

Please review the enclosed documentation and process a check in the amount of **\$300.00** payable to "**Stephen Andrews**". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Stephen Andrews, widower and not remarried, the Grantor(s) herein, in consideration of the sum of \$300.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 7 TV
MED-West Smith Road (PID 81334)

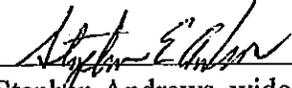
SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Medina County Current Tax Parcel No. 028-19C-04-005
Prior Instrument Reference: Warranty Deed O.R. Volume 1104, Page 429, Medina County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Stephen Andrews, widower and not remarried, has hereunto set his hands on the 22nd day of September, 2014.


Stephen Andrews, widower

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 22nd day of September, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Stephen Andrews, who acknowledged the foregoing instrument to be his 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.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018


NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 7-TV AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1736 and being a 0.798 acre parcel conveyed on November 13, 1995 to Stephen Andrews by Deed Volume 1104 Page 429 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1029.92 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the intersection of the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said existing right of way line a distance of 116.50 feet to a point and the easterly property line;
2. thence South 00 degrees 01 minutes 05 seconds East along easterly line a distance of 9.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 34.00 feet to a point;
4. thence North 61 degrees 52 minutes 54 seconds West a distance of 8.27 feet to a point;
5. thence South 89 degrees 11 minutes 47 seconds West a distance of 75.20 feet to a point;
6. thence North 00 degrees 01 minutes 05 seconds West a distance of 5.00 feet to a point and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-005 and contains a gross take of 0.0168 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



A handwritten signature in black ink, appearing to read "K. Fertal", written over a horizontal line.

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

Ord. 173-14
Exh. E



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: **MED-West Smith Road**
PID No.: 81334
Parcel No. 10-WDV,TV (Parker)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (Original)
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$5,750.00** payable to "**William B. Parker, Jr.**". Once the check has been processed, please forward it to our office along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 10 WDV, TV
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and William B. Parker, Jr., Married ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$5,750.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) *other items*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in

Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is 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.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject

property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

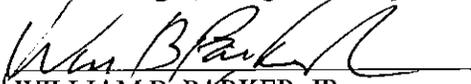
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and William B. Parker, Jr., Married have executed this Agreement on the date(s) indicated immediately below their respective signatures.

And, for the consideration hereinabove written, Kelly A. Parker, the spouse of William B. Parker, Jr., hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.


WILLIAM B. PARKER, JR.

Date: 08/25/2014


KELLY A. PARKER

Date: 08/25/2014

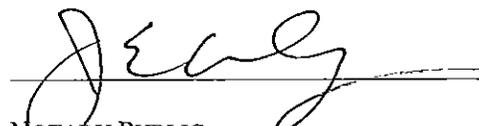
STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 25th day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named William B. Parker, Jr. and Kelly A. Parker, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

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



JOSEPH E. ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018


NOTARY PUBLIC
My Commission expires: _____

gpc

City of Medina

Dennis Hanwell
Mayor

Date: _____

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

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: _____

EXHIBIT A

Page 1 of 2

RX 251 WDV

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 10-WDV AM
WEST SMITH ROAD
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 State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1741 & 1742 and being part of parcel conveyed on October 07, 2011 to William B. Parker Jr. by Document No. 2011OR020544 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 613.42 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 30.00 feet to the existing southerly right of way line of West Smith Road and being the northwest corner of Medina City Lot 1741 and the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along northerly line of Medina City Lot 1741 and 1742, a distance of 150.00 feet to an Iron Pin Set and the east line of Medina City Lot 1742;
2. thence South 00 degrees 01 minutes 05 seconds East along easterly line of 1742 line a distance of 8.00 feet, to an Iron Pin Set;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 150.00 feet to an Iron Pin Set and the west line of Medina City Lot 1741;
4. thence North 00 degrees 01 minutes 05 seconds West a distance of 8.00 feet to an Iron Pin Set and the existing southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-008 and contains a gross take of 0.0275 acres more or less.

EXHIBIT A

RX 251 WDV

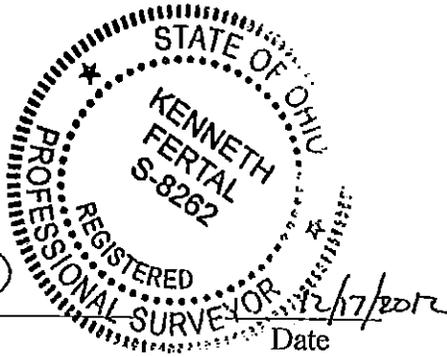
Page 2 of 2

Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.




Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

Legal Approved
Date 1-8-2013
By Beth G. Miller

EXHIBIT A

RX 287 TV

Page 1 of 2

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 10-TV AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lots No. 1741 and being part of parcel conveyed October 07, 2011 to William B. Parker Jr. by Document No. 2011OR020544 of the Medina County Recorders Records and being a parcel of land lying on the right side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 569.91 feet; thence South 00 degrees 48 minutes 13 seconds East a distance of 38.00 feet to the intersection of the proposed southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 89 degrees 11 minutes 47 seconds East along said proposed right of way line a distance of 31.38 feet to a point;
2. thence South 00 degrees 01 minutes 05 seconds East a distance of 7.00 feet to a point;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 31.29 feet to a point;
4. thence North 00 degrees 48 minutes 13 seconds West a distance of 7.00 feet to a point and the proposed southerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19C-04-008 and contains a gross take of 0.005 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

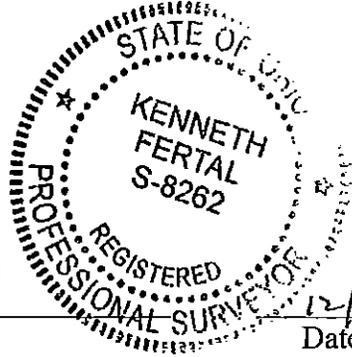
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

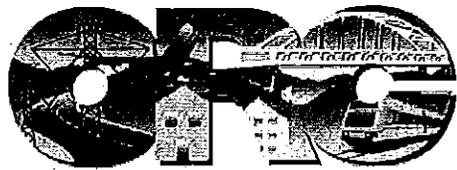
This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal

12/12/2012
Date

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: MED-West Smith Road
PID No.: 81334
Parcel No. 10-WDV,TV (Parker)

Dear Mr. Patton:

The property owner of the above referenced parcel has requested \$5,750.00 as settlement in regard to the above referenced project.

The fee owner was offered \$5,600.00. They have requested an additional \$150.00 for settlement for 11 feet of plastic stockade fence that was not included within the appraisal. ORC has been able to negotiate the settlement as stated above. This settlement is within the \$500.00 authority given to O. R. Colan Associates (ORC) and the City of Medina to approve. This settlement is considerably less than the cost of an appropriation action, where the legal and appraisal fees could range from \$8,000.00 to \$20,000.00.

Based on the nominal increase request, I recommend the counter offer be approved.

If you are in agreement with the settlement, please sign off on the enclosed Value Analysis, and return it to our office for further processing. If any further information or assistance is required, please do not hesitate to contact me at (440) 827-6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

RE-22
REV. 1-2012

REVIEW APPRAISER'S
FAIR MARKET VALUE ESTIMATE

ORD 111-14

OWNER'S NAME

COUNTY MED

ROUTE West Smith Road

SECTION n/a

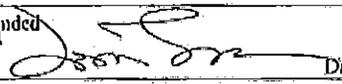
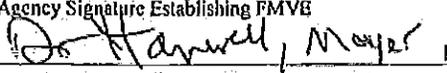
PARCEL NO. 10 WDV, TV

PROJECT I.D. NO. 81334

William B. Parker, Jr.

	PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE			ORIGINAL	REVISION	REVISION	Admin. Settlement
L A N D	10 WDV	0.0275 ac. industrial land @ \$35,000/ac., say:			\$975			\$975
P E N C E								
T R E E S		NO.	KIND	AV. SIZE				
	10 WDV	7	Shrubs	Small	\$325			\$325
O T H E R	10 WDV	Asphalt paving - 140 s.f. @ \$1.90/s.f., say:			\$265			\$265
	10 WDV	Concrete paving - 50 s.f. @ \$4.75/s.f., say:			\$235			\$235
	10 WDV-I	Lawn area - 908 s.f. @ \$0.35/s.f.			\$325			\$325
	10 WDV	Commercial sign, depreciated value			\$1,675			\$1,675
	10 WDV	Flagpole -1 @ \$1,700:			\$1,700			\$1,700
	10 WDV	Landscape bed - 100 s.f. @ \$0.75/s.f., say:			\$75			\$75
	10 WDV	Administrative Settlement						\$150
B L D G		None			\$0			
D A M A G E	10 TV	0.0050 ac. Temporary Easement @ \$35,000/ac. x 10%, 1.5 years, say:			\$25			\$25
E L		TOTAL FAIR MARKET VALUE FOR REQUIRED R/W			\$5,600			\$5,750
		OFFER FOR REQUIRED R/W AND EXCESS LAND						
		ADDED COST TO ACQUIRE EXCESS LAND						
		VALUE	AREA					

We, the undersigned, hereby certify that this estimate contains no allowance for any item contrary to Ohio law and that the amount shown represents the fair market value of the right of way to be acquired.

Trainee's Recommendation	Date	Recommended	Date
			05/14/2014
Review Appraiser Typed Name	Review Appraiser Typed Name	Dean T. Smith, MAI	
Recommended	Date	Recommended	Date
2 nd Review Appraiser	Appraisal Unit Manager		
Agency Signature Establishing FMVB	Date	Administrative Settlement / Case Settlement	Date
	6-24-14		
Typed Name & Title	Typed Name & Title	Patrick Patton, P.E., City Engineer	
Agency Name	Agency Name	City of Medina, Ohio	

HANWELL
MAYOR

Administrative Review

The fee owner was offered \$5,600.00. They have requested an additional \$150.00 for settlement for 11 feet of plastic stockade fence that was not included within the appraisal. ORC has been able to negotiate the settlement as stated above. This settlement is within the \$500.00 authority given to O. R. Colan Associates (ORC) and the City of Medina to approve. This settlement is considerably less than the cost of an appropriation action, where the legal and appraisal fees could range from \$8,000.00 to \$20,000.00.

Based on the nominal increase request, I recommend the counter offer be approved.

Patrick Patton, P.E.

City Engineer

Date: _____

Ord. 173-14
Exh. F



O. R. Colan
ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

September 15, 2014

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: MED-West Smith Road
PID No.: 81334
Parcel No. 18-TV (777 Investments, LLC)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Temporary Easement (Copy)
- Signed Corporate Resolution
- W-9

Please review the enclosed documentation and process a check in the amount of **\$300.00** payable to "777 Investments LLC". Once the check has been processed, please forward it to our office in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: 777 Investments LLC, an Ohio Limited Liability Company, the Grantor(s) herein, in consideration of the sum of \$300.00, to be paid by the City of Medina, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 18 TV
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Medina County Current Tax Parcel No. 029-19A-20-019
Prior Instrument Reference: Special Warranty Deed Instrument No. 2011OR022229, Medina County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF 777 Investments LLC, an Ohio Limited Liability Company has caused its name to be subscribed by Paul W. Wright Jr., its duly authorized Managing Member, and it duly authorized agent on the 27th day of August, 2014.

777 INVESTMENTS LLC, AN OHIO LIMITED LIABILITY COMPANY

By: Paul Wright
Paul WRIGHT
Managing member.

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 27th day of August, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Paul W. Wright Jr., who acknowledged being the Managing Member and duly authorized agent of 777 Investments LLC, an Ohio Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018

Joseph Almady
NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: the City of Medina

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

Jca
**PARCEL 18-TV
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE, WALK AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 9118 and being a 1.7459 acre parcel conveyed on October 28, 2011 to **777 Investments, LLC** by Document No. 2011OR022229 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 1102.07 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 04 minutes 03 seconds West a distance of 20.20 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 20.00 feet to a point;
3. thence South 00 degrees 04 minutes 03 seconds East a distance of 20.20 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West a distance of 20.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-019 and contains a gross take of 0.0093 acres more or less.

All Bearings are relative to grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

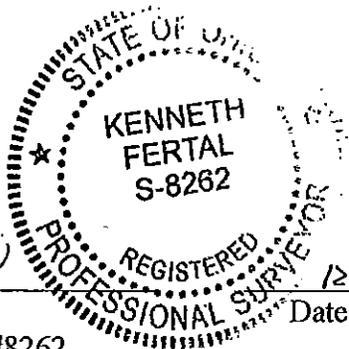
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.


Kenneth Fertal
Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114
Date 12/12/2012

**RESOLUTION OF
777 Investments LLC, an Ohio Limited Liability Company**

WHEREAS, the City of Medina desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Corporation, and more particularly described as follows:

PARCEL(S): 18 TV
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Medina has offered the sum of \$300.00 for the purchase of said certain parcel or parcels of land.

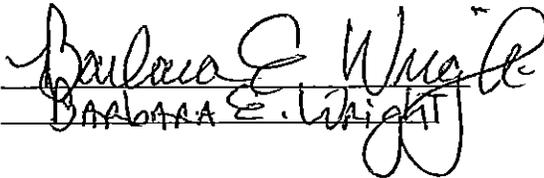
NOW THEREFORE BE IT RESOLVED by the Board of Directors of 777 Investments LLC, an Ohio Limited Liability Company that Paul W. Wright, Jr. shall be, and hereby is, the duly authorized, empowered and acting agent of 777 Investments LLC, an Ohio Limited Liability Company for the purpose of executing and delivering to City of Medina all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from 777 Investments LLC, An Ohio Limited Liability Company to City of Medina, for the hereinabove mentioned consideration.



Paul W. Wright, Jr.

I, BARBARA E. WRIGHT, Secretary of 777 Investments LLC, an Ohio Limited Liability Company, hereby certify that on 8/27/14, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on 8/27/14


BARBARA E. WRIGHT

ORDINANCE NO. 174-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE LAKE ROAD RECONSTRUCTION, PHASE 2 PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized to accept two (2) Easements necessary for the Lake Road Reconstruction, Phase 2 Project, City Job #940.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 5200 Lake Road, Permanent Parcel No. 053-31C-02-009, Dual Jurisdiction Lot #9080.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 5312 Lake Road, Permanent Parcel No. 021-20B-06-005.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to make payment to the property owners as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Storm Sewer and Drainage Easement

Ord. 174-14
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED FORTY NINE and 32/100) Dollars (\$149.32) and other good and valuable consideration recited herein given to MEDINA COUNTY PARK DISTRICT hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the Township of Lafayette and the City of Medina, County of Medina, State of Ohio and known as being part of Dual Jurisdiction Lot 9080 conveyed to Medina County Park District in Document No. 2008OR018073 of Medina County Recorder's Records dated 8/13/08 further bounded and described as follows:

Beginning at the southeast corner of said Dual Jurisdiction Lot 9080 as recorded in Plat Document No. 2008PL000049 of Medina County Recorder's Plat Records, said point being in the centerline of C.H. 19 Lake Road (55 feet wide);

Thence N 89° 58' 15" W, 25.00 feet along the south line of said Dual Jurisdiction Lot 9080 to a point in the west right-of-way of said C.H. 19;

Thence N 0° 02' 00" E, 104.09 feet along the west right-of-way of said C.H. 19 to the principal place of beginning of the easement described herein;

Thence N 66° 35' 09" W, 20.76 feet to a point;

Thence N 23° 24' 51" E, 20.00 feet to a point;

Thence S 66° 35' 09" E, 12.11 feet to a point in the west right-of-way of said C.H. 19;

Thence S 0° 02' 00" W, 21.79 feet along the west right-of-way of said C.H. 19 to the principal place of beginning.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 5200 Lake Road, Permanent Parcel No. 053-31C-02-009, part of Medina City Lot 9080 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 5200 Lake Road, Permanent Parcel No. 053-31C-02-009, part of Medina City Lot 9080 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22 day of September, 20 14.

Grantor:
Medina County Park District

Signature: Thomas K. James

Print Name: Thomas K. James

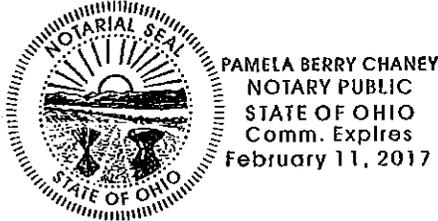
Title: Director

State of Ohio)
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 22 day of September, 20 14.

Notary Signature: Pamela Berry Chaney
Print Name: Pamela Berry Chaney
My Commission Expires: _____
Notary Seal:



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

Storm Sewer and Drainage Easement

Ord. 174-14
Exh. B

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY NINE and 64/100) Dollars (\$169.64) and other good and valuable consideration recited herein given to WESLEY R. WHITE and RITA E. GREATHOUSE hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the Township of Lafayette, County of Medina, State of Ohio and known as being part of the land conveyed to Wesley R. White and Rita E. Greathouse in Document No. 2012OR000970 of Medina County Recorder's Records dated 01/17/12 located in Lafayette Township Large Lot 1, Small Lot 39 further bounded and described as follows:

Beginning at the northeast Corner of said Small Lot 39 being in the centerline of C.H. 19 Lake Road (55 feet wide);

Thence S 0° 32' 00" E, 315.00 feet along the centerline of said C.H. 19 to the southeast corner of said land conveyed to Wesley R. White and Rita E. Greathouse;

Thence N 89° 54' 00" W, 25.00 feet along the south line of said land conveyed to Wesley R. White and Rita E. Greathouse to a point in the west right-of-way of said C.H. 19 being the principal place of beginning of the easement described herein;

Thence N 89° 54' 00" W, 3.04 feet along the south line of said land conveyed to Wesley R. White and Rita E. Greathouse to a point;

Thence N 79° 30' 29" W, 21.38 feet to a point;

Thence N 10° 29' 31" E, 20.00 feet to a point;

Thence S 79° 30' 29" E, 20.58 feet to a point in the west right-of-way of said C.H. 19;

Thence S 0° 32' 00" E, 19.82 feet along the west right-of-way of said C.H. 19 to the principal place of beginning.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 5312 Lake Road, Permanent Parcel No. 021-20B-06-005 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 5312 Lake Road, Permanent Parcel No. 021-20B-06-005 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of SEPTEMBER, 2014.

Grantor:

Wesley R. White

Signature: [Handwritten Signature]

Print Name: Wesley R. White

State of Ohio)
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 2nd day of SEPTEMBER, 2014.

Notary Signature: [Handwritten Signature]
Print Name: Shirley S. Plunk
My Commission Expires: OCTOBER 26, 2014
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of SEPTEMBER, 2014.

Grantor:

Rita E. Greathouse

Signature: [Handwritten Signature]

Print Name: Rita E Greathouse

State of Ohio)
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 2nd day of SEPTEMBER, 2014.

Notary Signature: [Handwritten Signature]
Print Name: Shirley S. Plunk
My Commission Expires: OCTOBER 26, 2014
Notary Seal:

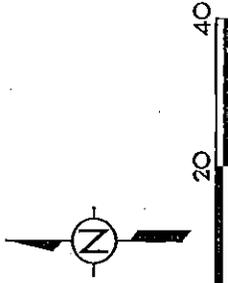
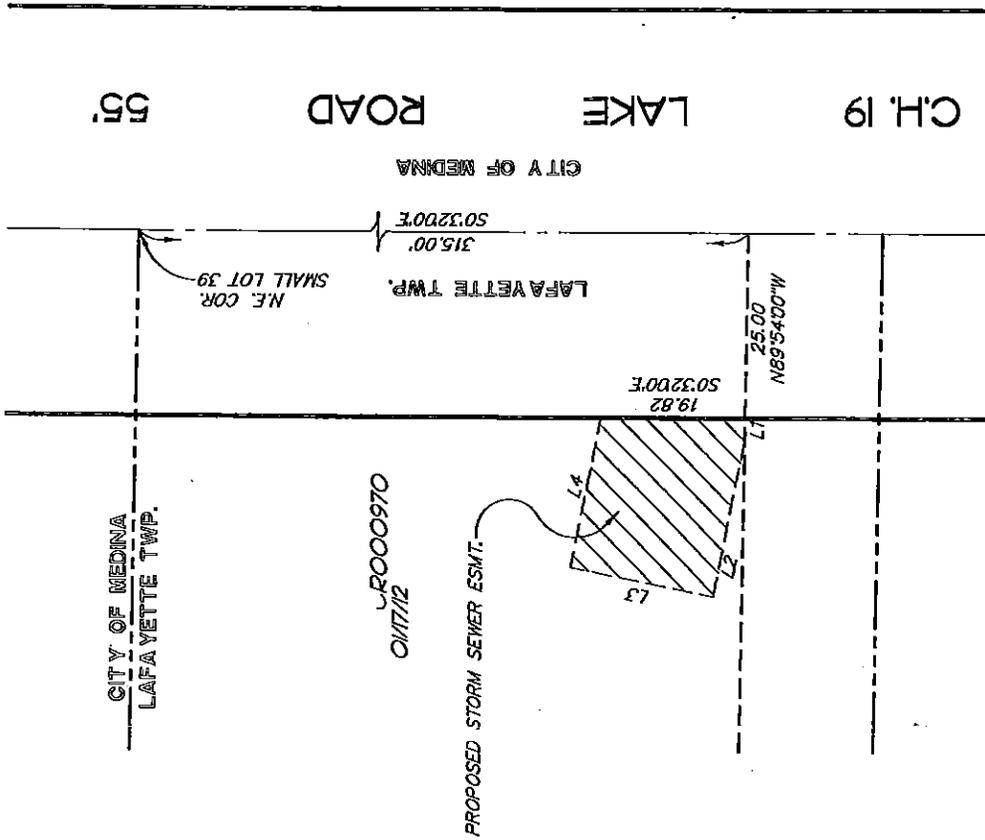
This instrument was prepared by:

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

Copy made & sent.

EASEMENT SKETCH

TOWNSHIP: LAFAYETTE LOT NO: 1
 TR. OR SEC. _____ SMALL LOT: 39
 SUBDIVISION: _____ S/L NO: _____
 PROP OWNER: WESLEY R. WHITE & RITA E. GREATHOUSE
COUNTY OF MEDINA & STATE OF OHIO
 DATE: AUGUST, 2014 SCALE: 1" = 20'



- L1 N89°54'00"W 3.04'
- L2 N79°30'29"W 21.38'
- L3 N10°29'31"E 20.00'
- L4 S79°30'29"E 20.58'

CUNNINGHAM & ASSOC., INC.
CIVIL ENGINEERING & SURVEYING
 203 W. LIBERTY ST. MEDINA, OH. 44256
 TELEPHONE (330) 725-5980
 PROJECT NO. 13-206

ORDINANCE NO. 175-14

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$247,467.00 TO VARIOUS VENDORS/CONTRACTORS FOR EMERGENCY REPAIRS TO SOUTH COURT STREET DUE TO A WATER MAIN BREAK, AND DECLARING AN EMERGENCY.

WHEREAS: As a result of a water main break On September 10, 2014, emergency repairs were necessary to repair the water main and pavement on S. Court Street between Washington Street and Smith Road; and

WHEREAS: The City Engineer secured various vendors/contractors to assist in the emergency repairs which took twenty days to complete.

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

SEC. 1: That the expenditure of \$247,467.00 to various vendors/contractors is hereby authorized for the emergency repairs to the South Court Street water main and pavement.

SEC. 2: That the break-down of costs to various vendors/contractors are marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funds to cover this expenditure are available in Account No. 108-0610-54411.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to immediately make said repairs for safety reasons; 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

Effective date -

FROM: Patrick Patton, Nino Piccoli

SUBJECT: Payment- S. Court Street Emergency Water Line & Pavement Replacement (City Job #963a)

On September 10, 2014 the City's water main on S. Court Street between Washington Street & Smith Road ruptured. The main was repaired within a few hours, however the damage done by the water that was lost caused considerable damage. The Ohio Department of Transportation's contractor had been resurfacing at the time of the break; a significant portion of the pavement placed in this area was damaged to the point of failure.

The City administration determined that due to the condition of the main, and the fact that this section of roadway was being resurfaced, it would be prudent to replace the entirety of the water main from just south of Washington to just north of Smith. This emergency project took twenty days to complete from start to finish.

This request is for Council's authorization to issue payment to each of the contractor's and vendor's involved. They are as follows:

Vendor/Contractor	Item	Cost
Spano Brothers Construction	Contractor, installed storm sewer, water line, excavated damaged pavement, prepared subgrade	\$124,469.98
HD Supply Waterworks	Vendor, furnished water pipe, fire hydrants and all necessary water line appurtenances	\$46,236.03
Kokosing Materials, Inc.	Vendor, furnished asphalt for pavement replacement	\$36,485.44
Crossroads Asphalt Recycling, Inc.	Contractor, installed asphalt pavement	\$15,028.75
Osborne Medina, Inc.	Vendor, furnished stone materials for storm and water line replacement and for pavement subgrade	\$17,790.75
Trumbull Industries	Contractor, furnished and installed tapping sleeve and valve for water line connections	\$5,365.75
Wolff Brothers Supply, Inc.	Vendor, furnished miscellaneous parts for water line	\$106.40
Cleveland Plumbing Supply, Inc.	Vendor, furnished miscellaneous parts for water line	\$37.62
Medina Police Dept. Staff Time	Traffic Control (see attachment)	\$1,945.63
	TOTAL	\$247,466.35

It should be noted that the City may be responsible for extra costs incurred by ODOT's contractor as a result of the water main break. Those costs are not currently available, when received this information will be forwarded to Council.

It is suggested that these costs be funded by the 108 account (Street and Storm Water Special).



Medina Police Department
 150 West Friendship St
 Medina, Ohio 44256-1896
 Phone: 330-725-7777
 Fax: 330-722-4451
 www.medinaoh.org

PATRICK J. BERARDUCCI
 CHIEF OF POLICE

REQUEST FOR REIMBURSEMENT

September 24, 2014

Service Director Nino Piccoli
 City of Medina
 132 N. Elmwood
 Medina, OH 44256

*Approved
 JTB
 9/25/14*

OFFICER	PAY PERIOD	O.T. RATE PER HOUR	O.T. HOURS	AMOUNT
David McGurk	9/7 - 9/20/14	26.93	3	80.79
Ofc. Derek Crooks		38.66	2	77.32
Ofc. Todd Grice		49.24	4	196.96
Sgt. George Horton		55.73	6	334.38
Ofc. Nicholas MacLarren		40.58	4	162.32
Ofc. Matt Martincin		48.89	6	293.34
Sgt. Nathan Simpson		55.73	2	111.46
Sgt. Patrick Sloan		55.73	3	167.19
Ofc. James Terwilliger		40.23	2	80.46
Ofc. Kirk Vozar		49.24	2	98.48
Ofc. Daryn Winebrenner		48.89	5	244.45
Ofc. Joshua Wilson		49.24	2	98.48

Total Hours 41 **TOTAL: \$ 1,945.63**

The above information represents the hours worked by Medina Police Department Officers for the City of Medina Service Department during the aforementioned period. A total of 41 hours (at 1.5 times the hourly rates noted above) are reflected for a total of \$1,945.63. Questions regarding invoices should be directed to Jackie Ingersoll.

330-725-7777, or email jingersoll@medinaoh.org.

Attached: Copies of Timesheets/Timecards

Respectfully,

Natalie Santivasec
 Assistant to Chief of Police
 Patrick J. Berarducci

ORDINANCE NO. 176-14

AN ORDINANCE AMENDING ORDINANCE NO. 161-14, PASSED SEPTEMBER 22, 2014, RELATIVE TO THE AUCTION, SALE OR DISPOSAL OF CITY EQUIPMENT AND VEHICLES NO LONGER IN USE, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 161-14, passed September 22, 2014, authorized the annual auction, sale or disposal of city equipment and vehicles no longer in use; and

WHEREAS: Two (2) additional vehicles and the Municipal Court auction inventory have been added to the list.

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

SEC. 1: That Ordinance No. 161-14, passed September 22, 2014 is hereby amended to include the additional items noted above.

SEC. 2: That a detailed list of the auction items is marked Exhibit A, attached hereto, and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the auction is scheduled for November 1, 2014; 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

MEDINA MUNICIPAL COURT - AUCTION INVENTORY 2014

Exh. A

Box	Item	Serial Number	Description
1 each	Kyocera Printer	FS-1028MFP/DP	
1 each	Dell Monitor 17"	mx08G152476051A7a2GA	
1 each	Kyocera Printer	MDB0416343	302JN58110
1 each	Kyocera Printer	MdB0916423	302JN58110
1 each	HPLaserjetM1522hf	VNG899MIZM	product #CB534A
1 each	Kyocera Printer	MDB0416429	
1 each	Kyocera Printer	MP80927920	
1 each	Kyocera Printer	MDB041626	
1 each	Kyocera Printer	MDB0416427	
3 each	IBM Ribbons		IBM Selective Ribbons
1 each	Dell Monitor	MX-032DVX-47605-1ct-A4D7	
1 each	Dell Monitor 17"	MX08G152-47605-1C7 A2G6	
1 each	Dell Computer	Service Tag # 9BV8BG1	
1 each	Dell Computer	Service Tag # 4GXN5G1	
Box 1	Dell Computer	00045-587-921-112	Keyboard, Mouse & Monitor
Box 2	Dell Computer	00045-461-815-167	Keyboard, Mouse & Monitor
1 each	Dell Computer	Service Tag # 9DFZ11	Computer only
Box 3	Dell Computer	Service Tag # J6F1CD0	Keyboard, Mouse & Monitor
Box 4	Dell Computer	Service Tag # 4C3NJB1	Keyboard, Mouse & Monitor
Box 5	Dell Computer	Service Tag # GBV8B61	Keyboard, Mouse & Monitor
Box 6	Dell Computer	Service Tag # BBV8BG1	Keyboard, Mouse & Monitor
Box 7	Dell Computer	Service Tag # HBV8BG1	Keyboard, Mouse & Monitor
Box 8	Dell Computer	Service Tag # 12256C1	Keyboard, Mouse & Monitor
Box 9	Dell Computer	Service Tag # FBV8BG1	Keyboard, Mouse & Monitor
Box 10	Dell Computer	Service Tag # DBV8BG1	Keyboard, Mouse & Monitor
	Dell Computer	Service Tag # CBV8BG1	Keyboard, Mouse & Monitor
Box 11	Dell Computer	Service Tag # 8BV8BG1	Keyboard, Mouse & Monitor
	Dell Computer	Service Tag # 4RRTDH1	Keyboard, Mouse & Monitor
Box 12	Dell Computer	Service Tag # 96F1C01	Keyboard, Mouse & Monitor
Box 13	Dell Computer	Service Tag # 06F1CD1	Keyboard, Mouse & Monitor
	Dell Computer	Service Tag # B6F1C01	Keyboard, Mouse & Monitor
Box 14	Dell Computer	Service Tag # CF71CD1	Keyboard, Mouse & Monitor
Box 15	Dell Computer	Service Tag # 65F1CD1	Keyboard, Mouse & Monitor
Box 16	Dell Computer	Service Tag # 77F1C51	Keyboard, Mouse & Monitor
Box 17	Dell Computer	Service Tag # DWTCF21	Keyboard, Mouse & Monitor
Box 18	Dell Computer	Service Tag # 5G56H31	Keyboard, Mouse & Monitor
Box 19	Dell Computer	Service Tag # 4GXMJG1	Keyboard, Mouse & Monitor
Box 20	Dell Computer	Service Tag # 4C3MJG1	Keyboard, Mouse & Monitor
Box 21	Dell Computer	Service Tag # 4C2SJG1	Keyboard, Mouse & Monitor
Box 22	Dell Computer	Service Tag # 36F1CD1	Keyboard, Mouse & Monitor
Box 23	Dell Computer	Service Tag # CKCP4J1	Keyboard, Mouse & Monitor
Box 24	Dell Computer	Service Tag # 57F1CD1	Keyboard, Mouse & Monitor
Box 25	Dell Computer	Service Tag # DWT9FQ1	Keyboard, Mouse & Monitor
Box 26	Dell Computer	Service Tag # DWTDF01	Keyboard, Mouse & Monitor
	Dell Monitor 15"	MX032VX476051C8A5PZ	
	Dell Monitor 17"	MX08G152476051C7A2GS	

MEDINA MUNICIPAL COURT - AUCTION INVENTORY 2014

Dell Monitor 15"	CNOR64447804282N6CU	
Gateway Monitor 18"	MSX675OH16025	
Keyboards (8)		
Microsoft Windows XP Professional (3)		
Cannon Pixma MP970 - Printer /Scanner		
Canon MP530 Printer		
Canon Pixma MP800 Printer (needs repair)		
Black GE Refrigerator	Model #WMR04BA+BB	
Dell Computer	Service Tag # 4GF3FH1	Keyboard, Mouse & Monitor
Dell Computer	Service Tag # 4DLMJG1	Monitor
Dell Computer	Service Tag # 4C36KG1	w/Stand
Dell Computer	Service Tag # 2GF3FH1	
Dell Computer	Service Tag # 1SH7B21	Monitor & Keyboard
Dell Computer	Service Tag # 1BFD5V1	
Dell Computer	Service Tag # 8F7GFZ1	
Dell Computer	Service Tag # 7Y7GFQ1	
Dell Computer	Service Tag # 4C2R4GA	Keyboard, Mouse & Monitor
Monitor Stands (22)		
Dell Laptop	Service Tag # 5VLZK61	
Gateway Computer	Serial # 00301137553	

ADDITIONAL VEHICLES TO BE ADDED:

2002 FORD F250 SUPER DUTY
 2002 FORD CROWN VICTORIA

1FTNF21S52EB79500
 2FAFP71W93X122076