

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 14, 2014
Medina City Hall
7:30 p.m.

Public Hearing.

To consider the City of Medina-Lafayette Township Joint Economic Development District Contract.

Call to Order.

Roll Call.

Reading of minutes. (March 24, 2014)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayoral appointments.

Linda Fenn to Cemetery Commission – Exp. 12-31-15

John Ratkovich (commercial rep.) to Utility Rate Review – Exp. 12-31-15
Amy Higgins (property renter rep.) to Utility Rate Review – Exp. 12-31-15

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 50-14

An Ordinance providing for the acceptance of a Joint Economic Development District Contract between the City of Medina and the Township of Lafayette to create and provide for the operation of the Medina-Lafayette Joint Economic Development District in accordance with Section 715.71 of the Ohio Revised Code.

Ord. 51-14

An Ordinance accepting the 2013 Medina City Enterprise Zone Meeting Minutes and No-Convene Notice.

Medina City Council
April 14, 2014

Ord. 52-14
An Ordinance establishing a Section 319(h) Nonpoint Source Grant Fund (#134).

Res. 53-14
A Resolution supporting State Issue 1, Renewal of the State Capital Improvements Program on the May 6, 2014 Ballot.
(emergency clause requested)

Ord. 54-14
An Ordinance amending Ordinance No. 115-14, passed January 27, 2014, relative to the First Amendment to the Agreement with the City of Brunswick for Reciprocal Backup Chief Building Official services.
(emergency clause requested)

Ord. 55-14
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Gunnison Court Reconstruction Project.

Ord. 56-14
An Ordinance authorizing the Mayor to execute Consent Legislation with the Ohio Department of Transportation (ODOT) for the traffic signal at State Route 3 and Highpoint.
(emergency clause requested)

Ord. 57-14
An Ordinance authorizing the Job Creation Grant Agreement for Discount Drug Mart, Inc.

Res. 58-14
A Resolution of the Council of the City of Medina, Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).
(emergency clause requested)

Ord. 59-14
An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the replacement of the Wadsworth Road Water Main.

Ord. 60-14
An Ordinance authorizing the Finance Director to make certain fund advances.

Ord. 61-14
An Ordinance amending Ordinance No. 208-13, passed December 9, 2013.
(Amendments to 2014 Budget)

Medina City Council
April 14, 2014

Council comments.

Adjournment.

MEDINA CITY COUNCIL
March 24th, 2014, Regular Session

Opening:

Medina City Council met in regular, open session on Monday, March 24th, 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 Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Jonathan Mendel, Mike Wright, Chief Berarducci, Chief Painter, Jansen Wehrley, Kimberly Rice and Patrick Patton.

Minutes:

Mr. Shields moved that the minutes from the March 10th, 2013 Council meeting 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 of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Reports of Standing Committees:

Finance Committee: Reported they met prior to this meeting and will meet again in 2 weeks.

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no meetings but will be scheduling a meeting for Public Art.

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

Water & Utilities Committee: Mr. Kolesar stated another meeting will be scheduled in the near future.

Requests for Council Action:

Finance Committee

- 14-052-3/24 – Purchase of Concord Dump Body – Street Dept.
- 14-053-3/24 – Accepting Enterprise Zone No Convene Notice/Minutes
- 14-054-3/24 – Advance Request – from #001 to 319(h) Grant Fund #134
- 14-055-3/24 – Budget Amendments
- 14-056-3/24 – Establish New Fund - Sec. 319(h) Nonpoint Source Grant Fund (#134)
- 14-057-3/24 – Firehouse Museum Progress / Archive Commission Legislation Re-Draft
- 14-058-3/24 – ODOT Cooperative Purchase – Sodium Chloride
- 14-059-3/24 – Resolution of Support – Issue 1
- 14-060-3/24 – Expenditure Over \$15,000 – Arnold Masonry – Public Bldgs.
- 14-061-3/24 – Amend. Ord. 15-14 – Backup Building Official
- 14-062-3/24 – Razing of Buildings on City Owned Property – 342 E. Smith Rd.

Medina City Council
March 24th, 2014

14-063-3/24 -- Bids, Wadsworth Road Water Main
14-064-3/24 -- Bids, Gunnison Court Reconstruction
14-065-3/24 -- Consent Legislation w/ ODOT -- Traffic Signal SR 3 & Highpoint Drive
14-066-3/24 -- Expenditure -- Medina County Sanitary Engineers -- Water Emergency
14-067-3/24 -- Job Creation Grant for Discount Drug Mart

Reports of Municipal Officers:

Dennis Hanwell, Mayor

- 1) ACH- Automated Clearing House- Customers can sign up for automated payment from your bank account to avoid late fees and mail charges. Application forms are available at the Finance window.
- 2) On line bill pay- Customers may also pay by credit card. Signup is on city website- www.medinaoh.org
- 3) New City Website- Some adjustments still being made and information uploaded, but please let us know of any concerns or suggestions. Some older browser versions were having difficulty with contrast of text/background/photos. Website was modified to adjust when old browser is used to view. Daily more information is added.
- 4) Building Official replacement process- Advertising for another round; deadline to submit resume's was Friday, 3/21/14; reviewing a contractual service for same; and inquired of Medina/Montville townships to join in regional Building Department. Montville declined but Medina Township is still discussing.
- 5) Lunch with Speaker Batchelder Friday, 3/14- Praise and accolades from State Cabinet members and legislators on events the day of State of State, local agencies and industry visited, and care/appearance of community as a whole very welcoming. Speaker said we made him and Senator Obhof very proud with all that was done.
- 6) National Day of Prayer events being scheduled/planned for Thursday, May 1, 2014- Mayor's Prayer Breakfast at Williams on the Lake 7-8:30 a.m.; noon Prayer service on Public Square (United Church of Christ Congregational in case of rain); and evening prayer service at Cornerstone Chapel, 7-8:30p. All but the breakfast are free. Breakfast will be \$15, with tickets now available at most local churches and in the Mayor's office.

Keith Dirham, Finance Director, reported the following:

Revenue estimates for the first set of budgets went out last month, most of those have come back to him and he will be giving them to Council next week to start our 2015 to 2019's 5-Year budget process.

All City residents are required to file City income tax return with the Central Collection Agency. Tax returns must be filed by April 15th, 2014. The CCA offers free assistance with filling out the forms. The remaining dates are Wed. April 2nd from 1 p.m. – 8 p.m., and Saturday April 12th from 9 a.m. – 4 p.m., those opportunities will be held at the Medina Recreation Center. Some forms will be available here at City Hall by next week or you can print them from the city web site there is a link to it.

Greg Huber, Law Director, had no report.

Chief Berarducci, Police Chief, reported last week the Law Director filed a nuisance action on behalf of the City for a home that has been a problem in Ward 1. We will look to identify other locations throughout the city and rely on Mr. Huber to help us. We had a meeting the Mayor put together with Medina Hospital and Summa Health Care to provide free of charge to us, Narcan to reverse the effects of heroin overdoses. Police cars will be carrying Narcan by next week thanks to the Mayor.

Kimberly Rice, Economic Development Director, reported the following:

A note for the public and council, the city is leading a planning project to create a Downtown Strategic Redevelopment Plan. The project coined "Imagine Medina" will evaluate the current and future redevelopment potential for various market segments in the downtown, identify target development areas within the downtown that are currently vacant or underutilized, and develop a vision and strategy for these areas that will respond to opportunities in the regional marketplace. We are asking the community for their input at an upcoming public open house meeting on Thursday, March 27th from 5:30 p.m. to 7:30 p.m. at Medina City Hall. Visit online project website at www.imaginemedina.mindmixer.com. We are working on ribbon cuttings to welcome some new businesses, more details to follow.

Jonathon Mendel, Community Development Director, reported last Thursday he had a special BZA meeting regarding an application for use variance for Lagerhead Brewery, 325 West Smith Road.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director, The basketball leagues are officially over and the field house is open again on Saturdays. This Wednesday, March 26th is the Medina City School's "Family First Night" there will be no homework or district athletic practices scheduled so families can enjoy time together dining, playing games or watching a movie. The rec. center is also partnering in the event by offering a \$3.00 per person admission from 5 p.m. – 8 p.m. and the families can stay until the Rec. closes at 10 p.m. Note: the pools close at 9 p.m. and valid ID is required for parents signing in their children.

Just Kids Stuff Garage Sale is Sat., April 12th 9 a.m. – noon. Great opportunity to purchase used toys, clothes, sports equipment and more. 76 booths will be set up.

The new MCRC Spring/Summer brochure will be in your Post Newspaper 4/12/14 or check www.medinarec.org

The next scheduled Rec Advisory Board Meeting is Thursday, April, 17th 7:30 a.m. at the Rec. Center.

Jansen Wehrley, Parks and Recreation Director, reported that after five years of fund raising, the Mom's Club of Medina is partnering with the City of Medina to install the new playground elements at Fred Greenwood Park. The install dates are April 4th, 5th and 6th from 8 a.m. – 5 p.m. Any available community volunteers are invited to attend to help.

Medina City Council
March 24th, 2014

Patrick Patton, City Engineer, reported the improvements at Ryan and Lafayette started today. Highland Drive project is expected to start back up the first week in April for pavement replacement.

Nino Piccoli, Service Director, reported a continuation of pothole repairs. With warmer weather we will begin our tree lawn repair in the areas that have been affected by snowplow scalping and water breaks alike. The spring appliance round up at the CPF located at 8700 Lake Rd. in Seville and allows for county and city residents to drop off any appliances they need to get rid of. Dates are Monday, April 7th through Friday, April 11th from 6am to 4:30 p.m. and on Saturday, April 12th from 8 a.m. – 2 p.m.

Notices, Communications and Petitions:

Liquor Permit:

Mr. Shields moved not to object the issuance of a new D1, D2, D3 and D3A permit to PJM Enterprises Ltd., dba PJ Marleys, 119 Public Square, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Unfinished Business: There was none.

Introduction of Visitors: There were none.

Introduction and Consideration of Ordinances and Resolutions:

Res. 42-14:

A Resolution naming the park land formerly known as the Nichols Property the "Stanbury and Maxine Nichols Park" Mr. Shields moved for the adoption of Ordinance/Resolution No. 42-14, seconded by Mr. Simpson. Mr. Wehrley stated this was part of the purchasing agreement in Ordinance 140-96. Mr. Kolesar thanked Jansen for all his efforts in getting this done. The roll was called and Ordinance/Resolution No. 42-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Res. 43-14:

A Resolution of the Council of the City of Medina, Medina County and State of Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s). Mr. Shields moved for the adoption of Ordinance/Resolution No. 43-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 43-14, seconded by Mr. Simpson. Mr. Dirham stated this is above \$3,000.00 and had to come before Council for approval. This is for a roof repair that was an emergency and was not planned. Emergency is requested because the work is complete and the vendor awaits payment. 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. 43-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 44-14:

An Ordinance authorizing the Final Resolution and the execution of all documentation between the Ohio Department of Transportation and the City of Medina for the completion of the US and SR. 3 Urban Paving Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 44-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 44-14, seconded by Mr. Simpson. Mr. Patton stated Council approved the preliminary legislation for this project. This is our agreement and commitment to ODOT to pay our share of 20% of the construction cost to resurface. The emergency clause so there is no delay with ODOT's time table. 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. 44-14 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 45-14:

An Ordinance authorizing the Mayor to accept two (2) easements necessary for the Forest Meadows Drainage Improvements Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 45-14, seconded by Mr. Simpson. Mr. Patton stated Council approved bidding for the project and as part of that project we will need to acquire easements from several property owners for a storm sewer and drainage items. The roll was called and Ordinance/Resolution No. 45-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 46-14:

An Ordinance authorizing the purchase of one (1) Concord Heavy Duty "Low Mount" Stainless Steel Dump Body, Dump Hoist and related equipment package from Concord Road Equipment Mfg., Inc. for the Streets Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 46-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 46-14, seconded by Mr. Simpson. They are actually building it as we speak and that is why the emergency clause is needed. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 46-14 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 47-14:

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. 47-14, seconded by Mr. Simpson. Mr. Dirham stated there are four lines on this appropriation adjustment. The first one deals with an advance that we are in the process of repaying over a number of years for the Progress Drive Tank. The other three all deal with the grant for the Champion Creek Trail. The roll was called and Ordinance/Resolution No. 47-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Res. 48-14:

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Programing for the purchase of sodium chloride (rock salt). Mr. Shields moved for the adoption of Ordinance/Resolution No. 48-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 48-14, seconded by Mr. Simpson. The reason for the emergency clause is we received this request from ODOT regarding the state bid for rock salt on March 12th and this needs to be signed and approved back to Columbus by April 8th. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 48-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 49-14:

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 48-14, seconded by Mr. Simpson. Mr. Dirham explained this is the mechanics behind the acceptance of the grant that we discussed earlier we have to make an advance to spend the money and then reimbursed. Mr. Kolesar stated this money is going towards the restoration of Champion Creek itself. The roll was called and Ordinance/Resolution No. 49-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Council Comments:

Mr. Coyne announced Tuesday, April 8th at 7 p.m. there will be a Ward 1 & Ward 2 meeting at Fire Station #1 located at 300 West Reagan Parkway.

There will be a public hearing for the JEDD agreement with Lafayette Township at 7:30 p.m. on Monday, April 14th prior to council meeting.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:00p.m.

Kathy Patton, Clerk of Council

John M. Coyne, President of Council

Medina County Gazette - Legal Advertising
Please publish once: March 13, 2014

NOTICE OF PUBLIC HEARING

The Medina City Council will hold a public hearing Monday, April 14, 2014 at 7:30 p.m. in the Council Rotunda of the Medina City Hall located at 132 North Elmwood Avenue, Medina, Ohio. The public hearing is to consider the City of Medina-Lafayette Township Joint Economic Development District Contract. A copy of the proposed Contract, together with copies of the District maps and plans related to or part of the Contract shall be available for viewing at the Office of Medina City Council, Medina City Hall, 132 N. Elmwood Avenue, Medina, Ohio.

Interested persons are requested to appear and voice their opinions thereto.

By order of the Council of the City of Medina, Ohio.

Kathy Patton, Clerk of Council
City of Medina

ORDINANCE NO. 50-14

AN ORDINANCE PROVIDING FOR THE ACCEPTANCE OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN THE CITY OF MEDINA AND THE TOWNSHIP OF LAFAYETTE TO CREATE AND PROVIDE FOR THE OPERATION OF THE MEDINA-LAFAYETTE JOINT ECONOMIC DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 715.71 OF THE OHIO REVISED CODE.

WHEREAS: The City of Medina and the Township of Lafayette have negotiated and intend to enter into a City of Medina-Lafayette Township Joint Economic Development District Contract to create and provide for the operation of the Medina-Lafayette Joint Economic Development District in accordance with Section 715.71 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio; and

WHEREAS: The notice of public hearing by Medina City Council was duly published on March 14, 2014 and the City Council held the public hearing concerning the Joint Economic Development District Contract at 7:30 p.m. on Monday, April 14, 2014, at the Medina Municipal Building. The public hearing allowed for public comment and recommendations prior to final approval of the Contract.

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

SEC. 1: That the Mayor and Finance Director are hereby authorized to enter into a Joint Economic Development District Contract between the City of Medina and Lafayette Township creating a Joint Economic Development District.

SEC. 2: That a copy of the Joint Economic Development District Contract is marked Exhibit A, attached hereto and incorporated herein, together with district maps and all documentation related to the Contract.

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

**CITY OF MEDINA-LAFAYETTE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
CONTRACT**

Table of Contents

	Page
Section 1, Creation of District, Name.....	2
Section 2, Contracting Parties.....	2
Section 3, Purpose.....	2
Section 4, Territory of the District.....	2
Section 5, Addition and Removal of Areas from District.....	3
Section 6, Term.....	4
Section 7, Contributions to the District/Other Services.....	6
Section 8, Board of Directors.....	11
Section 9, Powers, Duties, Functions.....	13
Section 10, Income Tax.....	16
Section 11, Annexation.....	22
Section 12, Zoning; Planning; Building Standards.....	23
Section 13, Defaults and Remedies; Mediation.....	23
Section 14, Amendments.....	24
Section 15, Binding Effect; Mandamus.....	24
Section 16, Support of Contract.....	24
Section 17, Signing Other Documents.....	25
Section 18, Severability.....	25
Section 19, Governing Law.....	26
Section 20, Miscellaneous.....	26
Section 21, Tax Abatement, Exemptions, Incentives, TIF's.....	26

**CITY OF MEDINA-LAFAYETTE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This City of Medina-Lafayette Township Joint Economic Development District and Annexation Contract (the "Contract") is made and entered into as of _____, by and between the Township of Lafayette, Medina County, Ohio (the "Township") and the City of Medina, Ohio (the "City") in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the City (the "Contracting Parties") intend to enter into this Contract to create and provide for the operation of the City of Medina-Lafayette Township Joint Economic Development District in accordance with Sections 715.72 through 715.83 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State");

B. The Township and the City, also for their mutual benefit and benefit of their residents, do also hereby enter into an agreement under ORC Section 709.192 as relates to certain limitations on annexation;

C. The legislative authorities of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City on _____, and Resolution No. _____, adopted by the Board of Township Trustees on _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Creation of District: Name. The Township and the City, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district and annexation agreement in accordance with the terms and conditions of this Contract. The joint economic development district created by and pursuant to this Contract shall be known as the "City of Medina-Lafayette Township Joint Economic Development District." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The "Contracting Parties" to this Contract are the Township of Lafayette, Medina County, a township existing and operating under the laws of the State, and the City of Medina, a municipal corporation existing and operating under the laws of the State, including the Charter of the City, and their respective successors, in all or in part.

Section 3. Purpose. The Township and the City intend that the creation and operation of the District shall, and it is the purpose of the District, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the Township, the City and the District.

3.1. It is the further purpose of the District and this Contract to place certain limitations on annexation pursuant to Section 11 hereof.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibits A-1 and A-2 attached to and made part of this Contract. The JEDD shall include property located within the District (hereinafter "District") as well as a potential expansion

area that could be added to the District after the execution of this Contract (hereinafter the "Expansion Area") both of which are depicted on Exhibits A-1 and A-2. This Contract incorporates and includes all exhibits attached hereto. As property within the Expansion Area is added to the District, the definition of District shall be and is hereby revised to include such Expansion Area. The District and the Expansion Areas area located entirely within the County of Medina (the "County") and do not include any "parcel of land" (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except, if any, land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 5. Addition and Removal of Areas from District.

5.1. Addition to District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective, in accordance with Section 715.761 of the Revised Code. The Contract may be so amended by amending Exhibits A-1 and A-2 or by adding one or more exhibits to the Contract. The Township and the City, individually and collectively, fully intend that other areas be added to the District (or other joint economic development districts be created for such areas). Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future.

5.2. Expansion Area. In general, it is intended by the Contracting Parties that the District will include as Expansion Area all land which develops any uses other than residential uses and which is located within such Expansion Area depicted on the map attached hereto as Exhibit A-2. It is further intended by the Contracting Parties that such uses within the

Expansion Area shall become part of the District through amendments to this Contract in accordance with Section 715.761 of the Revised Code. The Contracting Parties shall endeavor to obtain signed petitions from property owners and owners of businesses within the Expansion Area in order to achieve a majority of each such class of owners sufficient to add areas to the District.

5.2.1. Residential properties and developments within the Township shall not be required to join the District.

5.3 Utility Services Within the Expansion Area. At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

5.4. Removal from District. The Contracting Parties may also amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 14 of this Contract.

Section 6. Term.

6.1. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate fifty (50) years thereafter, unless otherwise terminated prior to that date as provided herein. The effective date of this Contract shall be the thirty-first day after its approval, in accordance with Section 715.77(A)(4) of the Revised Code.

6.2. This Contract may be renewed and extended without further action by the Contracting Parties for an additional fifty (50) year period (the "Renewal Period") unless both parties, by ordinance of City Council and Resolution of the Township Trustees, passed

within sixty (60) days of each other, agree not to renew such contract within six (6) months prior to its termination date.

6.3. This Contract may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of sixty (60) days of each other.

6.4. The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

6.5. Notwithstanding Section 13 hereof, this Contract may also be terminated by the City if it is determined at any time, for any reason, by a court of competent jurisdiction that (i) this Contract could not be entered into, cannot be implemented or is invalid or (ii) the Income Tax provided for in Section 10 hereof is not legal or valid or the District, for any reason, may not levy, collect or distribute that Income Tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the City to the Township pursuant to such final Court decision, and all appeals if pursued by the City. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, the Contracting Parties shall have no further obligations under this Contract.

6.6. In the process of termination of this Contract but prior to final termination, any real or personal property, assets or funds of the District shall be distributed between the

Township and the City as follows: the Township 50% and the City 50%. Before any such distribution, the District shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities of the District in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

Nevertheless, in no event shall either of the Contracting Parties be responsible for or liable to any party for any obligations, debts or liabilities incurred by the District.

6.7. Pursuant to Section 715.74(D) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise, after the date of this Contract, shall continue to be part of the District subject to the terms of this Contract and to the Income Tax provided for in Section 10 hereof.

Section 7. Contributions to the District/Other Services. In accordance with Section 715.74 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District.

7.1. **Safety Services:** The City and Township shall retain all mutual aid agreements in place on the date of this Contract, if any, until expiration, or beyond if the parties

thereafter agree. The level of safety services within District shall be the same as within the Township.

7.2. Road Construction and Maintenance. The Township cannot be compelled to construct roadways within the District. However, the Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

7.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

7.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

7.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

7.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per applicable development standards;

7.2.3.2. Clearing snow and ice from streets and roads;

7.2.3.3. Salting or in some other way de-icing streets and roads;

7.2.3.4. Pavement maintenance-including berm and shoulder repair, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, stripping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the Ohio Department of Transportation) as pavement maintenance);

7.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

7.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

7.2.3.7. For purposes of this Agreement, the term "reconstruction" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and

road drainage facilities. Said reconstruction shall be paid for and performed pursuant to the mutual agreement of the contracting parties at that time, provided, however, that none of the Contracting Parties shall be obligated to contribute to the same.

7.3. Other Services.

7.3.1. Utility Services Within the District.

At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available. The Contracting Parties shall have no obligation to provide said utility services.

7.3.1.1. Other Obligations of the Parties.

(a) The City, at its discretion, shall provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

(b) For the term of this Contract, but only so long and to the extent to which the area within the District is not located within a municipality (hereafter "unincorporated area"), the Township shall provide the same services to the unincorporated areas of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

(c) The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Distributable Revenues as defined by and in accordance with the distribution of such revenues as set forth in Section 10 hereof. Any costs incurred and paid by the City and Township in connection with such preparation or in identifying property owners and businesses within the District, describing the District boundaries and obtaining signatures on petitions for the creation of the District shall be reimbursed to the City and

Township from Distributable Revenues in accordance with the distributions set forth in Section 10 hereof.

(d) Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Contract in excess of the Distributable Revenues derived from this Contract without their consent.

Section 8. Board of Directors.

8.1. The Board of Directors shall be established in accordance with Section 715.78(A) of the Revised Code. If there are businesses located and persons working within the area or areas to be included in the District, the Board shall be composed of the following members:

8.1.1. one member representing the City, to be appointed by the Mayor with the approval of the City Council;

8.1.2. one member representing the Township, to be appointed by the Township Trustees;

8.1.3. one member representing the owners of businesses located in the District, to be appointed by the Township Trustees for the initial such appointment and for each succeeding appointment thereafter;

8.1.4. one member representing the persons working within the District, to be appointed by the Mayor with the approval of City Council for the initial appointment and for each succeeding appointment thereafter;

8.1.5. one member selected by the above-described other members.

8.2. If there are no businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in 8.1.1., 8.1.2., and 8.1.5. above. If the Board is originally composed of the members as set forth in 8.1.1., 8.1.2. and 8.1.5. above and, subsequently, one or more businesses are located, or persons begin working, in the District, the Board shall be increased to five members within sixty (60) days of the location of such business by the appointment of the members as set forth in 8.1.3. and 8.1.4. above in accordance with the procedure for such appointment as set forth above.

8.3. The terms of service of each member shall be established in accordance with Section 715.78(A) of the Revised Code. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedure established by the Board. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

8.4. A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

8.5. The Chairperson of the Board shall be the Board member as provided in Section 715.78(A) of the Revised Code. The Board shall elect the following officers (who along with the Chairperson shall constitute the "Officers" of the Board) from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9. Powers, Duties, Functions.

9.1. The Board shall meet at least once each calendar year, or more frequently as the Board may determine necessary, on a date determined by the Board, provided that the first meeting of the Board shall be within 60 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address

and shall hold its meetings within the City or Township at whatever location is determined by the Board from time to time.

9.2. For the purpose of conducting a Board meeting, the attendance of at least a majority of the members shall be required and shall constitute a quorum. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.72 through 715.83 of the Revised Code.

9.3. The Board may adopt "Bylaws" for the regulation of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws shall be in substantially the form as attached as Exhibit B hereto. The Bylaws may be amended or supplemented from time to time by the Board.

9.4. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided by the Bylaws, to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

9.5. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

9.6. The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

9.7. The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

9.8. The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the District.

9.9. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and expenses of the District. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the District and the distribution of Distributable Revenues pursuant to and consistent with this Contract.

9.10. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

9.11. The Board may enter into an agreement with the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Distributable Revenues of the District. The City shall not be the employer and shall have no responsibility or liability for any costs of employment or any other costs, expenses or liabilities arising from such employment.

9.12. This Contract grants the Board the power and authority to adopt a resolution to levy a payroll Income Tax within the District in accordance with Section 715.74 of the Ohio Revised Code and Section 10 hereof.

9.13. The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

9.14. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the District, except those which are necessary to levy and collect the Income Tax contemplated herein. However, if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the District or Expansion Area.

9.15. In accordance with Section 715.81 of the Revised Code, the Township may exercise all of the powers of a township, and may perform all of the functions and duties of a township, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

Section 10. Income Tax.

10.1. The Board at its first meeting shall adopt a resolution to levy an Income Tax, including a payroll Income Tax and net profits tax, at a rate of 1.25% in the District in accordance with Section 715.74 of the Revised Code (hereafter collectively the "Income Tax"). The Income Tax shall go into effect immediately upon adoption of that resolution.

The rate of the Income Tax shall change from time to time so that it is equal to the highest rate of the municipal Income Tax levied by the City. The revenues of that Income Tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. All amounts received pursuant to the levy of said Income Tax shall be called "Distributable Revenues".

10.2. The Board shall adopt, by resolution, all of the provisions of the payroll Income Tax and Net Profits Tax legislation of the City, as that legislation may be amended from time to time, as applicable to the District payroll Income Tax and Net Profits Tax. The Income Tax levied by the Board pursuant to this Contract and Section 715.74 of the Revised Code shall apply in the entire District throughout the term of this Contract, and any renewal of the Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

10.3. The Board, at its expense, shall enter into an agreement with the City to administer, collect and enforce the Income Tax on behalf of the District (the "Tax Agreement"). Such Tax Agreement shall permit the City to enforce and collect such taxes, or hire or contract with another entity to enforce and collect such taxes within the District, and withhold certain fees for performing such services.

10.4. The Distributable Revenues shall be divided between the Township and City as follows: Fifty Percent (50%) to the City and Fifty Percent (50%) to the Township. All Distributable Revenue shall be collected and held by the City in escrow on behalf of the District as a requirement of the Tax Agreement, and distributions of the same shall be computed monthly, paid monthly, and adjusted quarterly pursuant to such Agreement and

this Contract. However, prior to any said distribution of the Distributable Revenues, the following items shall be paid first, and in the following order of priority:

10.4.1. The Board shall pay reimbursement to the Township and City for start up costs, including attorney fees and other costs referenced in Section 7.3.1.4. (C), upon presentation of an invoice approved by the Board, which approval shall not be unreasonably withheld.

10.4.2. After payment of said start up and other costs, pursuant to Section 715.74(C)(3) of the Revised Code, the District shall annually set aside from the Distributable Revenue an amount not to exceed twenty percent (20%) for the first fiscal year of the District, and up to twenty percent (20%) per year thereafter of the amount of the Income Tax collected (*i.e.* all amounts collected from the levy of the Income Tax each year) for long-term maintenance of the District (the "District Maintenance Amount"). The Board shall, annually, vote on the percentage of said Distributable Revenue, up to said twenty percent (20%), which it shall receive for the following year. The said District Maintenance Amount may only be increased with the joint agreement of the Contracting Parties. Long-term maintenance of the District shall mean providing for the administration of the District, which shall include but is not limited to the administration and collection of the District Payroll Income Tax. The Board shall use its revenues to meet the current obligations of the District, including but not limited to, obligations of the District to one or more of the Contracting Parties under this Contract (including but not limited to the Tax Agreement) or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District, in accordance

with the terms under which such obligations, debts or liabilities were originally incurred. The Board shall not be permitted to enter into any agreement with a Contracting Party without the consent of the other Contracting Party. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

10.5. The Distributable Revenues may be used by the District, the Township and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and with the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and for the Contracting Parties, and generally improving the environment for those working and residing in the District and in the Contracting Parties. Notwithstanding the above, the Contracting Parties may allocate their share of Distributable Revenues in any manner and for any purpose permitted by law. However, notwithstanding the above, all expenditures by the District must be directly related to improvements for or within the District.

10.6. The Treasurer of the District shall make an annual report (or as otherwise required by law) to the Board regarding the receipt and distribution of the Income Tax of the District and the operating income and expenses of the District for the preceding year and projections for the next year. The Treasurer's report shall be provided to the Contracting Parties.

Section 11. Annexation. In accordance with ORC Section 715.79(B) and Section 709.192, the City shall not annex any territory or accept any territory being annexed from within the District, the Expansion Area, or any property used for residential purposes located in the Township, during the term of this Contract without the consent of the Township. In addition, the City agrees that it will not support petitions for annexation by any other City of property in the District or the Expansion Area. Further, both parties pledge and agree to use best efforts and exercise all reasonable means available, including litigation, to prevent annexation of any territory in the District or Expansion Area. The cost of such efforts shall be shared equally by the Contracting Parties.

Section 12. Zoning; Planning; Building Standards. The Township shall be the zoning and planning authority for the District. The Township agrees to consider rezoning any property to a non-residential classification as necessary to add the property to the District. The Township agrees to establish and maintain, to the extent permitted by law, the zoning of such property as non-residential. Medina County shall be the building permit issuing authority for the District. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to Section 715.80 of the Revised Code, provided that the City and the Township may enter into other agreements in accordance with Section 715.80 of the Revised Code.

Section 13. Defaults and Remedies; Mediation. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from the other Contracting Party of the event of default to cure that default. As long as either party diligently pursues such cure, then such party shall not be considered in default for one year after receipt of such notice. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party

for specific performance under this Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

In the event that the Township and the City have a dispute under this Contract whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any litigation in connection with such dispute, the Contracting Parties and the District shall participate in formal mediation (the "Mediation") for a period of 90 days (or more if so determined by the Contracting Parties and the District). The Mediation shall be conducted by utilizing a mediator selected from a list of attorneys trained in mediation supplied by the Medina County Bar Association. In the event that such mediation period would prevent a party from taking necessary action for injunctive relief to prevent an immediate risk of irreparable harm or to preserve rights that may be extinguished by a time limitation bar, then the party may make such court filings as are necessary to preserve the status quo during mediation, after which the mediation period shall immediately commence.

Section 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Township and the City only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of seventy-five (75) days of each other.

Section 15. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, the Township and the City and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to

the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, the City and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the City and the Township within the meaning of Section 2731.01 of the Revised Code.

Section 16. Support of Contract. The Township and the City agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of the Township of the resolution authorizing this Contract, if necessary. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Township and the City agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Township and the City shall each bear its own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Township and the City for such costs to the extent funds of the District are available. In the event that District funds are not available and appropriated therefore, the costs of any such proceeding shall be allocated among the Contracting Parties as follows: the Township fifty percent 50% and the City fifty percent 50%.

Section 17. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered in to or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

(b) the illegality or invalidity or any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(c) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular, Section 715.72 through 715.83 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.83 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 and 709.192 as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the City or the Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 20. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statutes of the State as interpreted by the courts of the State or the federal courts.

Section 21. Tax Abatement, Exemptions, Incentives, TIFs. No tax abatements, tax exemptions, tax incentives or TIFs shall be granted on property within the District without the consent of both Contracting Parties.

IN WITNESS WHEREOF, the Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF LAFAYETTE

By: _____
Trustee-Chairman

By: _____
Trustee-Vice Chairman

By: _____
Trustee

CITY OF MEDINA

By: _____
Mayor

Approved as to legal form:

By: _____
Attorney
Township of Lafayette

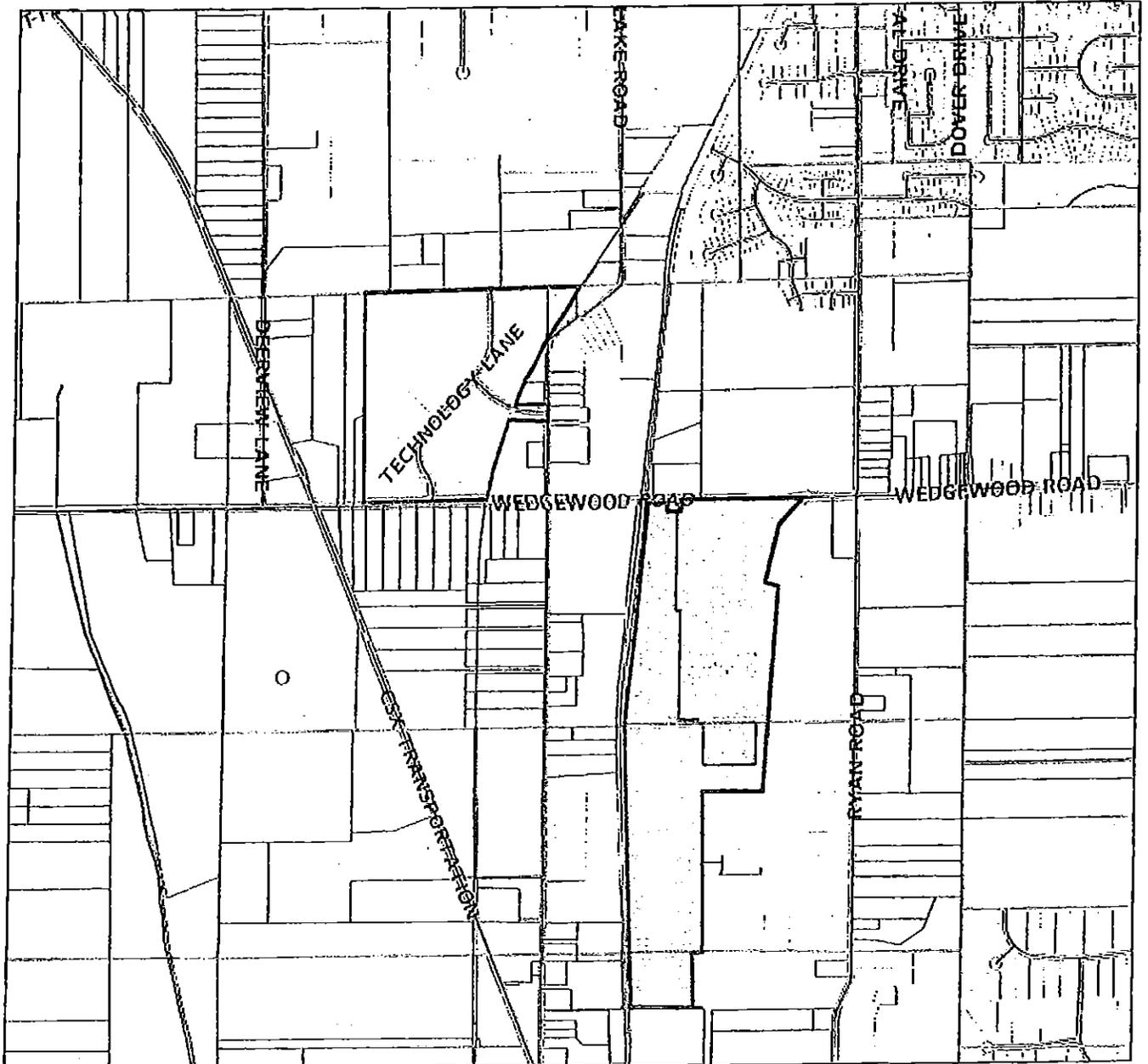
By: _____
Law Director
City of Medina

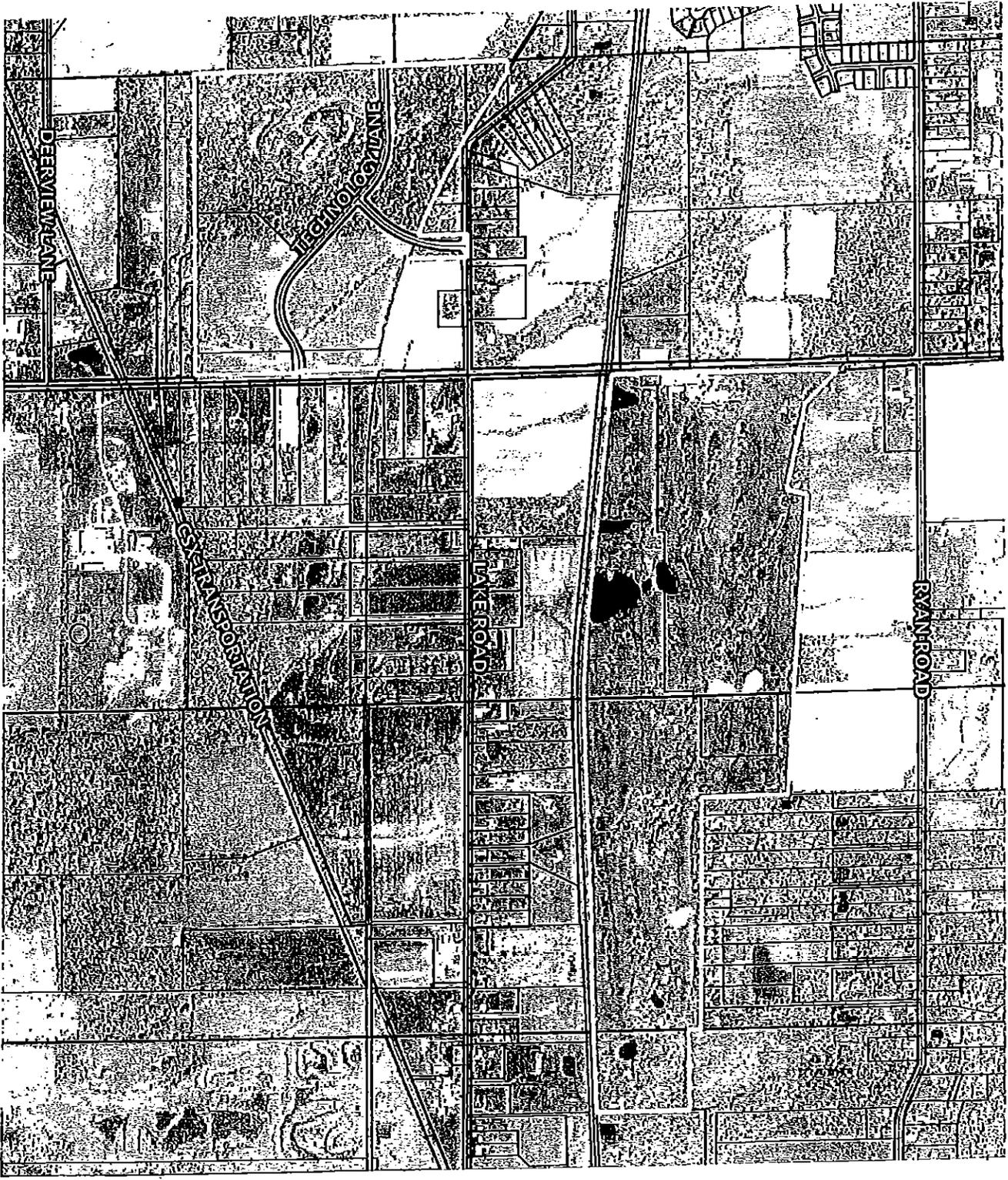
EXHIBIT A

TERRITORIAL BOUNDARIES OF THE DISTRICT

Proposed Lafayette – City of Medina JEDD

Map 1 (Sites A & B)





ECONOMIC DEVELOPMENT PLAN
FOR
CITY OF MEDINA AND LAFAYETTE TOWNSHP
JOINT ECONOMIC DEVELOPMENT DISTRICT

The City of Medina (the "City") and the Township of Lafayette (the "Township") are entering into a contract (the "Contract") to create the City of Medina-Lafayette Township Joint Economic Development District (the "District"). The purpose of the District is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Medina, the City, the Township, and the District. In accordance with division (C) of Section 715.75 of the Ohio Revised Code, the economic development plan for the District consists of both of the following schedules:

1. Schedule for the provision of new, expanded or additional services, facilities or improvements specified and provided for in the Contract in accordance with division (A) of Section 715.74 of the Ohio Revised Code.

(a) Upon approval of the Contract and creation of the District, the City and the Township may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The City and the Township may provide secretarial services and other staffing to the District at no cost to the District. At the request of the Board of Directors of the District (the "Board"), the City and the Township will contribute an aggregate amount not to exceed \$-0- to the District to pay initial administration and other costs generally identified in the request. The City and the Township will cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects.

(b) Provision of certain services:

(i) Police and Fire Services. The City and the Township, to the extent permitted by law, agree to maintain all mutual aid agreement in place for police and fire protection for the District, if any, until expiration, or beyond if the parties thereafter agree. The level of Fire service within JEDD District shall be the same as within the Township.

(ii) The City and the Township shall cooperate to provide professional land use planning in the District.

(iii) The City and the Township shall cooperate to provide infrastructure and road maintenance to the District.

2. Schedule for the collection of an income tax levied under division (C) of Section 715.74 of the Ohio Revised Code.

(a) The Contract provides that the District will levy an income tax on the District at a rate of 1.25% , which rate is subject to change from time to time to equal the rate of the municipal income tax levied by the City.

(b) The Board of Directors of the District will levy that tax at its first meeting following approval of the Contract and creation of the District.

(c) The income tax will go into effect immediately after adoption of that resolution.

(d) Businesses within the District will be notified prior to the income tax going into effect.

(e) The City will administer the income tax pursuant to the Tax Agreement with the District.

RESOLUTION # 9-2012

**RESOLUTION TO EXPAND A COMMUNITY REINVESTMENT AREA
WITHIN LAFAYETTE TOWNSHIP**

WHEREAS, Bethany Dentler, Executive Director of the Medina County Economic Development Corporation, has formally recommended the expansion of the existing Community Reinvestment Area in the Chippewa Lake area, the boundaries of which are described in Exhibit A; and

WHEREAS, The Lafayette Township Board of Trustees recommends that the Board of the Medina County Commissioners pursue all reasonable and legitimate incentive measures to assist in encouraging housing maintenance and economic and community development in specific areas of Lafayette Township that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, A map of the proposed expansion zone for the Community Reinvestment Area of Lafayette Township is attached hereto as Exhibit B; and

WHEREAS, Areas have been found in the proposed Area that contain housing facilities or structures of historical significance and wherein new housing construction and repair of existing facilities or structures are discouraged; and

WHEREAS, The maintenance, improvement and expansion of existing structures within the proposed Area and the construction of new structures within the proposed area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

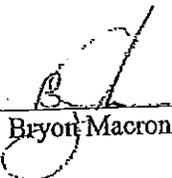
WHEREAS, the remodeling of existing structures or the construction of new structures in this Area would be a benefit to the citizens of Medina County and Lafayette Township and constitutes a public purpose for which real property tax exemptions should be granted; and

WHEREAS, The Lafayette Township Board of Trustees finds that expanding the boundaries of the existing Community Reinvestment Area pursuant to the provisions of Sections 3735.65 to 3735.70 of the Ohio Revised Code would further the aforementioned goal:

NOW, THEREFORE, BE IT RESOLVED by the Lafayette Township Board of Trustees passed a resolution of support for the expansion of the described Community Reinvestment Area.

Voting AYE thereon:


Lynda Bowers


Bryon Macron


Nanci Shanley

Adopted February 20, 2012

Boundary Description of the Expanded CRA Zone in Lafayette Township

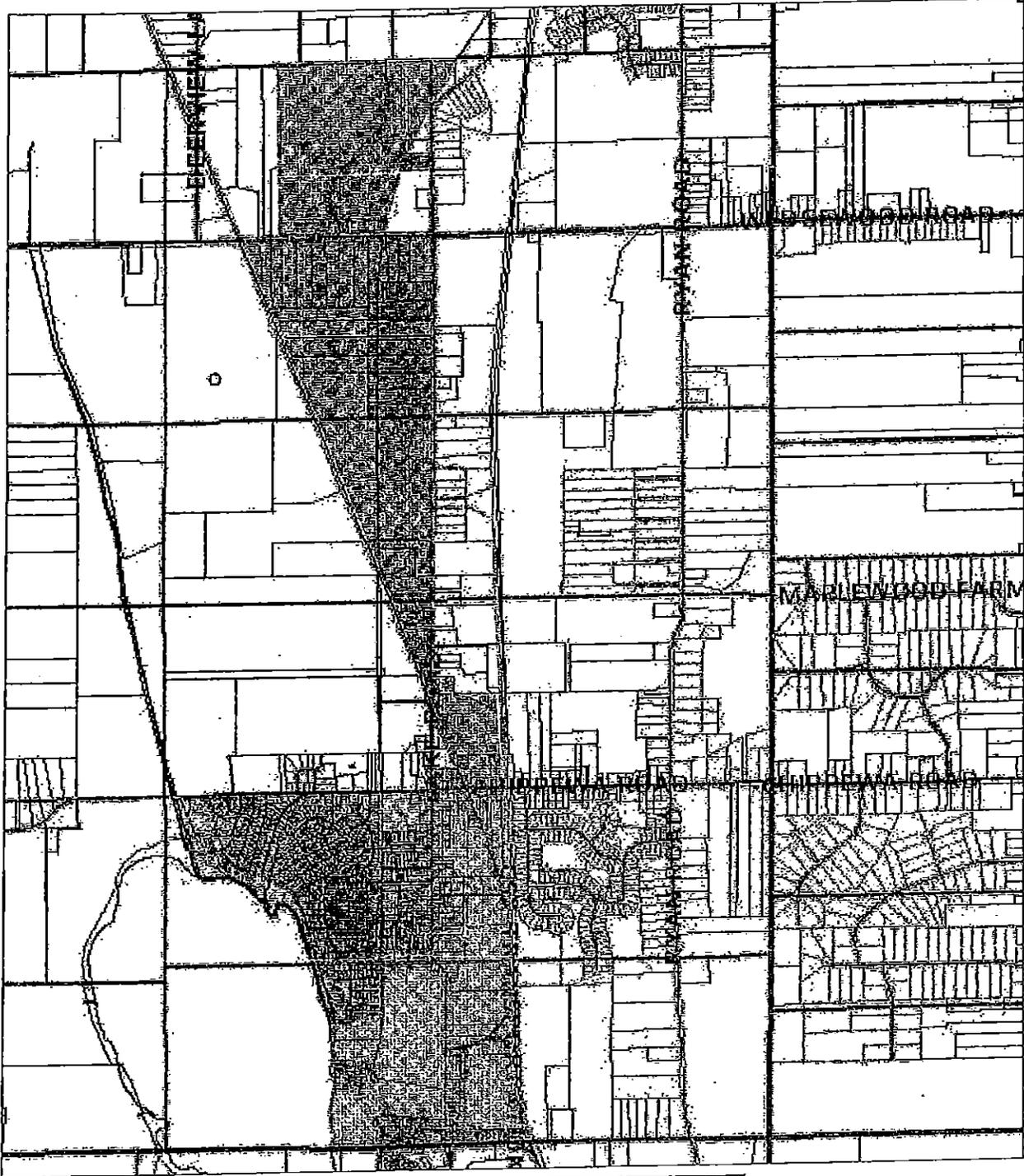
Pursuant to ORC Section 3735.66, expanded area of the Lafayette Township-Chippewa Lake Community Reinvestment Area is hereby established, and the area is bounded and described as follows:

Beginning at the Fayette Boulevard trail crossing with Chippewa Road and proceeding westward on Chippewa Road to the CSX railroad. Thence proceeding northwesterly along the railroad line and including the railroad line and all parcels adjacent to the rail line heading east to the point where the parcel is bounded, or where the parcel is adjacent to Lake Road. Thence proceeding north along the railroad line to the boundary with Wedgewood Road. Then proceeding north along the western edge of the parcel encompassing the property known as Innovation Park to the north boundary of Innovation Park. Thence proceeding east to the eastern boundary of Innovation Park and south along the eastern boundary of Innovation Park, including the entrance to Innovation Park but not the residential parcels adjacent to Lake Road. Thence proceeding south to the boundary where Innovation Park meets Wedgewood Road, then proceeding east on Wedgewood Road until the intersection with Lake Road. Thence proceeding south along Lake Road until the boundaries intersect with the parcels already named. This CRA area is adjacent to the original CRA boundaries, described as follows:

Beginning at the Fayette Boulevard trail crossing with Chippewa Road and proceeding westward on Chippewa Road to the intersection with Lake Road, including parcels on both sides of Chippewa Road. Thence proceeding south along Lake Road, bordered on the west by the Village of Chippewa Lake boundaries, proceeding westward on the southern border of the Village of Chippewa Lake to the borders of Chippewa Lake. Thence proceeding south along the eastern border of Chippewa Lake to the boundary between Lafayette Township and Westfield Township, then proceeding eastward on the township boundary until Eastlake Road; then continuing to proceed eastward on Eastlake Road to the CSX railroad. Thence proceeding northward along the CSX railroad, until the beginning of the Fayette Boulevard trail crossing.

Revised Proposal for Expansion of Lafayette Township CRA Zone

February 3, 2012



Existing CRA Zone in Purple
Proposed CRA Expansion Area Zone in Orange

ORDINANCE NO. 51-14

AN ORDINANCE ACCEPTING THE 2013 MEDINA CITY ENTERPRISE ZONE MEETING MINUTES AND NO-CONVENE NOTICE.

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

- SEC. 1:** That the 2013 Medina City Enterprise Zone Meeting Minutes and No-Convene Notice are accepted as there were no active Enterprise Zone Agreements in 2013.
- SEC. 2:** That a copy of the Minutes and Notice is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**TAX INCENTIVE REVIEW COUNCIL
CITY OF MEDINA
No-Meeting Notification
Wednesday, March 18, 2014**

TIRC: Mayor Dennis Hanwell, Brian Hilberg, Jim Bigam, Keith Dirham, Kimberly Rice, Michael Kovack, Medina County Auditor, Dave Knight, Medina City Schools, Michael Larson, Medina County Career Center and Dennis Honkala
Staff: Zone Manager, Bethany Dentler

There were no active Enterprise Zone agreements in 2013; therefore it is not necessary to convene in 2014.

The State of Ohio has not enacted a sunset date on the program, so the TIRC appointments will remain in effect and members will continue to receive informative updates.

Notice submitted by:



Bethany Dentler
Zone Manager

ORDINANCE NO. 52-14

**AN ORDINANCE ESTABLISHING A SECTION 319(h)
NONPOINT SOURCE GRANT FUND (#134).**

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

- SEC. 1:** That the Finance Director of the City of Medina is hereby authorized to establish an MCRC Capital Fund in accordance with Section 5705.09 of the Ohio Revised Code.
- SEC. 2:** That the fund will account for revenues and expenditures pertaining to the Section 319(h) Nonpoint Source Grant awarded through the Ohio Environmental Protection Agency.
- SEC. 3:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Auditor of the State of Ohio.
- 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

RESOLUTION NO. 53-14

A RESOLUTION SUPPORTING STATE ISSUE 1, RENEWAL OF THE STATE CAPITAL IMPROVEMENTS PROGRAM ON THE MAY 6, 2014 BALLOT, AND DECLARING AN EMERGENCY.

WHEREAS: Ohio local communities are in continuing need of support for vital road, bridge, sewer, water and other infrastructure projects, and

WHEREAS: Ohio has in place a state program of support for local communities which not only helps to fund infrastructure projects, but also creates large numbers of construction and associated jobs, and

WHEREAS: The Ohio State Capital Improvements Program has successfully provided support for more than 11,500 such projects and resulting job creation since its inception in 1987, and

WHEREAS: On May 6, 2014, Issue 1 will be on the statewide ballot requesting that Ohio voters renew the State Capital Improvements Program by authorizing issuance of \$1.875 billion in capital improvement bonds; and

WHEREAS: No new taxes are required to fund repayment of the proposed capital improvement bonds.

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

SEC. 1: That the Council and the City of Medina supports and endorses the passage of State Issue 1 renewing the State Capital Improvements Program by authorizing issuance of \$1.875 billion in capital improvement bonds on the May 6, 2014 ballot.

SEC. 2: That the Clerk of Council is hereby directed to forward a copy of this Resolution to the District One Public Works Integrating Committee.

SEC. 3: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Resolution be in effect prior to the May 6, 2014 election; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 54-14

AN ORDINANCE AMENDING ORDINANCE NO. 15-14, PASSED JANUARY 27, 2014, RELATIVE TO THE FIRST AMENDMENT TO THE AGREEMENT WITH THE CITY OF BRUNSWICK FOR RECIPROCAL BACKUP CHIEF BUILDING OFFICIAL SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS: On or about September 11, 2012, the Cities entered into an Agreement for Reciprocal Backup Chief Building Official Services, which was authorized by Medina City Council pursuant to Ordinance No. 64-07 and by Brunswick City Council

WHEREAS: Ordinance No. 15-14, passed January 27, 2014, authorized the payment of not to exceed \$6,000.00 for Reciprocal Backup Chief Building Official Services; and

WHEREAS: It has become necessary that the City will need to retain the City of Brunswick Chief Building Official for a longer period of time, requiring the contract amount to be amended.

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

SEC. 1: That the contract amount authorized in Ordinance No. 15-14, passed January 27, 2014, is hereby amended from \$6,000.00 to not to exceed \$18,000.00 for Reciprocal Backup Chief Building Official services.

SEC. 2: That the funds to cover this amendment in the amount of \$12,000.00 are available in Account No. 001-0430-52215.

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 payment is expected 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 55-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE GUNNISON COURT RECONSTRUCTION PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the Gunnison Court Reconstruction Project, City Job #944, in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$448,225.00, is available as follows: \$387,000 in Account No. 380-0679-54414, \$52,725.00 in Account No. 108-0610-54414, \$8,000.00 in Account No. 108-0610-52224, \$300.00 in Account No. 108-0610-53311, and \$200.00 in Account No. 108-0610-52214.

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. 56-14

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE TRAFFIC SIGNAL AT STATE ROUTE 3 AND HIGHPOINT, AND DECLARING AN EMERGENCY.

WHEREAS: The State has identified the need to install a new traffic signal at the intersection of Medina SR 3 (Wooster Pike) and Highpoint/Lexington Ridge Dr. in the City of Medina for two poles to be installed at the northeast and southwest quadrants.

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

SEC. 1: That the Mayor be and is hereby authorized and directed to execute Consent Legislation with the Ohio Department of Transportation (ODOT) for the installation of a traffic signal at State Route 3 and Highpoint.

SEC. 2: That a copy of said Consent Legislation 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 legislation is requested to be enacted by April 15, 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

Effective date –

CONSENT LEGISLATION

Ordinance/Resolution No. Ord. 56-14 - EXH. A
PID No. 86756
Project Name MED SR 0003 09.53 (SIGNAL)

The following 56-14 enacted by the City of Medina of Medina County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To install a new traffic signal at the intersection of Medina SR 3 (Wooster Pike) and High Point/Lexington Ridge Dr. in Medina County. Two signal poles are to be installed at the northeast and southwest quadrants.

The entire project is within the City.

This project is currently scheduled for the summer 2015 construction season.

NOW THEREFORE, be it ordained by the City of Medina of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

The City will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said City of Medina is hereby empowered on behalf
(Contractual Agent)
of the City of Medina to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 201____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Medina of Medina County, Ohio

I, _____, as Clerk of the *City of Medina of Medina County, Ohio*,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said *City of Medina* on this ____ day of _____, 201__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this ____ day of _____, 201__.

(SEAL)
(If Applicable)

Clerk Signature
City of Medina of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the *City of Medina of Medina County, Ohio*

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____

ORDINANCE NO. 57-14

AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR DISCOUNT DRUG MART, INC.

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

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

WHEREAS: The Business Development Committee recommended the attached grant agreement for Discount Drug Mart, Inc.

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

SEC. 1: That the Job Creation Grant Agreement #JCG08 for Discount Drug Mart, Inc. is hereby authorized.

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

SEC. 3: That a copy of the Job Creation Grant Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective Date:

ORD 51-14

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

EXHIBIT A

GRANT# JCG08-Discount Drug Mart14
(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Discount Drug Mart, Inc. with its main offices located at 211 Commerce Drive, Medina, Ohio 44256 (hereinafter referred to as "Company"), and is dated as of

WITNESSETH:

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

WHEREAS, Discount Drug Mart, Inc. is desirous of purchasing 1090 Enterprise Drive, Medina, Ohio 44256 for the purpose of extending the Corporate office and creating a Specialty Pharmacy Operation through the remodeling and renovation of a 7,500 square foot facility adding additional office space to create 26 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") and \$1,535,016.00 in new payroll within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Discount Drug Mart, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Discount Drug Mart, Inc. has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Discount Drug Mart, Inc. has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

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

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

1. Description of the Project.

- A. Discount Drug Mart, Inc. shall construct offices for a Specialty Pharmacy operation through acquisition, remodeling and renovating a 7,500 square foot building into office space. The project will require new office space complete with new electrical, telephone and computer connections.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$927,000.00(dollars) the PROJECT.

- B. The PROJECT will involve a total investment, plus or minus 10%, by Discount Drug Mart, Inc. as follows:

1. New Machinery and Equipment	\$ 60,000
2. New Furniture & Fixtures	\$127,000
3. Land/Building Acquisition	\$340,000
4. Construction of facility / improvements	
Of existing building	\$400,000
TOTAL	\$927,000

- C. Construction on the building will begin approximately March 1, 2014 and will be completed approximately September 30, 2014.

3. Job Creation and Retention.

- A. Discount Drug Mart, Inc. shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 26 new full-time permanent job opportunities in the City of Medina.

- 1) Discount Drug Mart, Inc.'s schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>	<u>Payroll Created</u>
2014	8	\$635,004
2015	8	\$350,003
2016	10	\$550,009
3 yr. total: 26 employees		\$1,535,016 in payroll

- B. The job creation period begins approximately March 31, 2014 and all jobs will be in place by December 31, 2016.
- C. The Company currently has 286 employees at the 211 Commerce Drive site. The Company currently has 286 employees in the City of Medina. In total, the Company has 1,777 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$1,535,016 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved after the three year period.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$14,672,000.00.

4. Issuance of Grant.

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

<u>Years</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
10	40%

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum amount of the grant in any year shall be \$9,593.85 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, Discount Drug Mart, Inc. must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If Discount Drug Mart, Inc. does not achieve at least 90% of new payroll projections, Discount Drug Mart, Inc. shall receive reduced incentives according to the schedule below:

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

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

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2014. The initial grant payment shall be made by approximately June 30th, 2015 (following year), provided that Discount Drug Mart, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2015, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Discount Drug Mart, Inc. to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Discount Drug Mart, Inc. is not able to meet its Year 1 projections by December 31st of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

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

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

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

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

12. Termination or Modification of Incentives.

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

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

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Discount Drug Mart, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
 - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
 - 2) Discount Drug Mart, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

- G. Discount Drug Mart, Inc. or successor entity shall promptly notify the City of Medina if any of the following events occur:
- (i) If control of Discount Drug Mart, Inc. or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
 - (ii) If Discount Drug Mart, Inc. merges with another entity or
 - (iii) If Discount Drug Mart, Inc. substantially restructures itself through an acquisition or divestiture or otherwise

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

- H. Each provision for modification or termination hereunder shall not affect Discount Drug Mart, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. Discount Drug Mart, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Discount Drug Mart, Inc. receives a grant payment upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

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

If to Discount Drug Mart, Inc. to:

Tom McConnell
Chief Financial Officer
Discount Drug Mart, Inc.
211 Commerce Drive
Medina, Ohio 44256

or such other address as may be noticed.

15. Condition Precedent. Discount Drug Mart, Inc. and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and Discount Drug Mart, Inc., by Tom McConnell, its Chief Financial Officer, have caused this instrument to be executed on the _____ day of _____, 2014.

WITNESSED BY:

WITNESSED BY:

CITY OF MEDINA

By: _____

Title: Mayor

DISCOUNT DRUG MART, INC.

By: _____

Title: _____

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

DIRECTOR OF LAW- CITY OF MEDINA

By: _____

Date: _____

RESOLUTION NO. 58-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S), AND DECLARING AN EMERGENCY.

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

WHEREAS: This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

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

SEC. 3: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



MEDINA COUNTY SANITARY ENGINEERING DEPARTMENT

791 W. Smith Road P.O. Box 542 Medina, Ohio 44258
Phone: 330-225-3113, 330-723-9585, 330-225-7100
Fax: 330-723-9661

ORD. 58-14

RECEIVED

MAR 13 2014

**CITY OF MEDINA
ENGINEERING DEPT.**

March 10, 2014

Mr. Patrick Patton, P.E.
Medina City Engineer
132 North Elmwood Avenue
Medina, Ohio 44256

Regarding: Invoice for emergency water/services during outage Jan. 8-9, 2014

Dear Pat:

The following is an itemized bill for the emergency water/services provided by MCSE to the City of Medina during the Avon Lake water outage referenced above per Resolution No. 13-0004:

Item	Description	Cost
1	Labor:	
	Line Maintenance/Water Personnel	
	- 20 hours @ \$22.00/hour =	\$440.00
	- 17 OT hours @ \$33.00/hour =	\$561.00
2	Equipment to Make Emergency Connections:	
	Summers Rubber (split parts, ref. P.O. 01-14-025)	
	- @ Invoice Price	\$1,452.76
3	Water used via MCSE's Emergency Connection to CWD:	
	1,906,000 gallons (= 254.812 MCF)	
	- 254.812 x \$45.72/MCF =	\$11,650.00
	Total:	\$14,103.76

Please forward reimbursement in the amount of \$14,103.76 made payable to the *Medina County Sanitary Engineer* by April 15, 2014. If you have any questions, please call me, or email to alyon@medinaco.org. Thank you.

Sincerely,


Amy S. Lyon-Galvin, P.E.
Sanitary Engineer

cc: Greg Tracy, Line Maintenance Superintendent
Darryl Kozich/Josephine Faba, Accounting

H:\al29\letters\billing letters\water emergency_022414.odt

Medina County Sanitary Engineers

791 W. Smith Road
 Medina, OH 44256
 Phone: 330-764-8330

Fax: 330-723-9661

Invoice

Page : 1

Date	Invoice No.
3/11/2014	10003178

SOLD TO:

City of Medina
 P.O. Box 703
 132 N. Elmwood Street
 Medina, OH 44256
 Attn: Keith Dirham, Finance Director

SHIP TO:

City of Medina

Terms		Ship Via		PO No.					
Net 30									
Ordered	Shipped	B.O.	Items	Description	Unit	Price	Amount		
1.00	1.00	0	20053	Emergency water/services during 1/8/14-1/9/14 per attached letter dated	Unit	14,103.76	14,103.76		
0	0	0							
Remit To: Medina County Sanitary Engineers						Non-Taxable	14,103.76		
791 W. Smith Road						Taxable	0.00		
Medina, Ohio 44256						Tax @ 0.00%	0.00		
						SubTotal	14,103.76		
						Discount	0.00		
						Shipping	0.00		
						Total	14,103.76		



City of Medina

132 North Elmwood Ave P.O. Box 703
Medina, OH 44258
PH: 330-725-8861
FAX: 330-722-9058

PURCHASE ORDER

No. 2014000941

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

DELIVER AND SHIP TO THIS DEPT.
ENG DEPT - PAT PATTON
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA OH 44256

NAME AND ADDRESS OF VENDOR
M00478
MEDINA COUNTY SANITARY ENGINEERS
791 W SMITH RD
MEDINA OH 44256

PURCHASE ORDER DATE
03/25/14

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	WATER/SERVICES-JAN WTR EMERG FINANCE COMMITTEE APPROVED 3/24/14	513-0533-52212	0		.00	14103.76
TOTAL AMOUNT NOT TO EXCEED						14103.76

Order is to be entered in accordance with prices, delivery and specifications shown above

FEDERAL TAX ID:
34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:
City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

Keith W. Dickson
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

RCA 14-066-3/24

Finance

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/18/2014

Department: Engineering

Amount: \$14,103.76

B.O.C. Number: _____

741

Account Number: 513 0533 52212 ^{✓R}

Vendor: Medina County Sanitary Engineers

Vendor # M00478

Department head/Authorized signature 

OK
2-17-14
3-19-14

Item/Description:

Water usage and emergency services provided by the Medina County Sanitary

Engineers during the January 8-9, 2014 water emergency

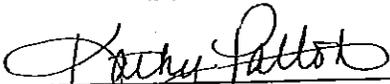
3-24-14

Pat - Temporary emergency connections

Paul Rose -

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: 3/24/14 JS/DS 7-0 approved


Clerk of council

Date to Finance: 3/25/14

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

M00478
477
475
478

1/12/2012

ORDINANCE NO. 59-14

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE REPLACEMENT OF THE WADSWORTH ROAD WATER MAIN.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the replacement of the Wadsworth Road Water Main in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$250,000.00, is available as follows: \$300.00 in Account No. 380-0681-53311, \$200.00 in Account No. 380-0681-52214, and \$249,500.00 in Account No. 380-0681-54418.

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. 60-14

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$250,000.00 (001) General Fund to (380) Issue 1 Projects Fund – Wadsworth Rd. Water Main Project (City Job #955)

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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. 61-14

**AN ORDINANCE AMENDING ORDINANCE NO. 208-13,
PASSED DECEMBER 9, 2013. (Amendments to 2014 Budget)**

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

SEC. 1: That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
380-0681-53311 (Wadsworth Rd. Wtr. Main)	300.00 *
380-0681-52214 (Wadsworth Rd. Wtr. Main)	200.00 *
380-0681-54418 (Wadsworth Rd. Wtr. Main)	249,500.00 *
001-0707-56615 (GF-Adm. Advances Out)	250,000.00 *
380-0681-56615 (Wadsworth Rd. Wtr. Main-Advances Out)	250,000.00 *
104-0305-53313 (Uptown Park)	350.00 *
001-0749-56630 (Job Creation Grant)	9,593.85 *
389-0610-54412 (Muni Court-emergency roof repairs-Chippewa)	6,500.00 *

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

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

* - new appropriation

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor