

**ORDINANCE NO. 168-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO THE GRANGER ROAD WATER LINE.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the transfer of water service provider for parcels located in the Township of Medina on Granger Road (addresses from #3733 though #4056) and Weymouth Road (addresses #4463 and #4483).

**SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.

**SEC. 3:** That 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:** October 23, 2023

**SIGNED:** James A. Shields  
President of Council Pro-Tem

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** October 24, 2023

**SIGNED:** John M. Coyne, III  
Acting Mayor

## MEMORANDUM OF UNDERSTANDING

ORD. 168-23  
Exh. A

*TRANSFER of WATER SERVICE PROVIDER for PARCELS LOCATED in the TOWNSHIP OF MEDINA on GRANGER ROAD (Addresses from #3733 though #4056) and Weymouth Road (Addresses #4463 and #4483)*

Terms to be contained in a Memorandum of Understanding ("MOU") between the MEDINA COUNTY COMMISSIONERS (County), and the CITY OF MEDINA (CITY).

### Section I: Project Description

The CITY is currently the water service provider for 28 residential properties within the roads noted above and as shown in Exhibit "A" that are within Medina Township outside the CITY limits. The CITY'S existing 8" and 10" water main services these areas along Granger and Weymouth Road.

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

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

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

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

### Section II -- Consent Statement

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

### Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY and COUNTY shall each bear fifty percent (50%) of the total costs for engineering, materials, labor, equipment, construction, inspection, surveying and project administration for this project.
2. The CITY has engaged Rolling, Hovevar, Inc. to complete the design and prepare the construction plans for the two interconnections from the CITY'S 10 inch water main to the COUNTY's 16 inch water main on Granger Road; reference Exhibit "B". The COUNTY will review this improvement plan. Once approved by the COUNTY, the COUNTY will submit the plans to the Ohio Environmental Protection Agency (OEPA) for approval.
3. Once the interconnect plans have been approved by the Ohio EPA, the CITY shall solicit proposals from contractors based on the agreed upon scope of work for the two (2) water transfer locations. The CITY shall provide the proposals to the COUNTY for review and the CITY and COUNTY shall both agree upon the proposal to be selected.
4. The CITY shall enter into a contract with the selected contractor for the completion of the water service transfer work. All payments per the contract shall be made by the CITY.
5. Upon completion of the water service transfers, the COUNTY shall furnish and install new water meters to each of the water meter service locations. The CITY and the COUNTY shall each bear 50% of the costs for the purchase of the new water meters.
6. A preliminary cost estimate to fully complete the two (2) interconnections and complete the water service transfer of all properties from the CITY's water supply system to the COUNTY'S is as follows:
  - Interconnect from the CITY's 10 inch water line to the COUNTY'S 16 water line at the intersection of Granger Road and Weymouth Road: \$40,000.
  - Interconnect from the CITY's 10 inch water line to the COUNTY'S 16 water line at 3733 Granger Road \$80,000.
  - Water meter change out equipment costs: \$10,000.
  - Total preliminary cost estimate = \$130,000
7. The COUNTY agrees to provide all costs and invoices to the CITY for required equipment and materials associated with the water meter change outs.
8. The actual final total cost for the project shall be calculated by the CITY upon completion of all project components as listed above and provided to the COUNTY for review. The COUNTY and CITY shall agree upon the final total project cost prior to the CITY invoicing the COUNTY. The CITY shall provide the COUNTY with an invoice for their share (50%) of the total cost for the project.
9. The COUNTY shall submit payment for their total share (50%) to the CITY within sixty (60) days after receiving the invoice from the CITY.
10. The CITY hereby grants permission to the COUNTY and their respective authorized agents

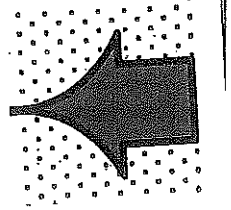
and employees to enter upon the Property (parcel 026-06D-16-011) to inspect, maintain, and repair said water main until said time the water main is relocated within the Granger Road right-of-way.

#### Section IV – Future Work

1. There are five (5) existing services on Granger Road that are currently tapped into the CITY's old 8 inch water line (Addresses #4014, #4024, #4034, #4044 and #4056). These five (5) services are a part of the 28 services that will be served immediately upon completion of the interconnection project referenced herein. The City will transfer these services from the 8 inch water line on Granger to the 10 inch water line on Granger within three (3) months of this agreement. The City will pay for the costs to complete this work.
2. The CITY will transfer two existing services on Weymouth Road (Addresses #4440 and #4454) to the COUNTY'S 16 inch water line on Weymouth Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer these services. The COUNTY will become the water service provider for these two properties.
3. There are two (2) existing services on Granger Road that are currently tapped into the City's 6 inch water line located on the water plant property (Addresses #3744/#3770 and #3746). The City will transfer these services from the 6 inch water line to the new 12 inch water line within three (3) months of this agreement. The City will pay for the costs to complete this work.
4. The CITY will transfer one (1) existing service located at 3821 Granger Road from the CITY's 20 inch water main to the COUNTY'S 10 inch water line on Granger Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer this service. The COUNTY will become the water service provider for this property.
5. Both parties acknowledge that the existing 10 inch water line that crosses the Rocky River just west of the CITY'S Water Plant at 3733 Granger Road must be replaced within nine (9) months of this agreement. Both parties agree to share 50% of the cost of the engineering, design, plan preparation, right-of-way acquisition and construction to replace approximately 200 linear feet of this water line where it crosses the Rocky River at a time to be determined by the COUNTY. The total estimated cost for this work is \$200,000.
6. There are ten (10) existing CITY customers served from a 2 inch private line running east from the CITY'S old water plant at 3733 Granger Road (Exhibit "C"). These ten (10) residences will continue to be CITY customers after the interconnection work is complete. Water will be provided through the CITY'S service connection at 3733 Granger. Both parties acknowledge their intention that these CITY customers will become COUNTY customers at some point in the future after a mutually agreeable resolution pertaining to ownership and maintenance responsibilities of the 2 inch private line has been reached by all parties.

Section V -- Ownership and Maintenance

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



MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature): \_\_\_\_\_

By (signature) *[Signature]*

Printed Name: \_\_\_\_\_

Printed Name: John W. Coyne III

Title: \_\_\_\_\_

Title: Acting Mayor

Date: \_\_\_\_\_

Date: 10-23-23

Exhibit A.1

IMMEDIATE TRANSFERS - No Further Work Required

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

- |    |  |                                     |
|----|--|-------------------------------------|
| 1  | 3733 GRANGER ROAD (old City Water Treatment Plant) |                                     |
| 2  | 3800 GRANGER ROAD                                  |                                     |
| 3  | 3820 GRANGER ROAD                                  |                                     |
| 4  | 3830 GRANGER ROAD                                  |                                     |
| 5  | 3831 GRANGER ROAD                                  |                                     |
| 6  | 3831 GRANGER ROAD                                  |                                     |
| 7  | 3864 GRANGER ROAD                                  |                                     |
| 8  | 3887 GRANGER ROAD                                  |                                     |
| 9  | 3896 GRANGER ROAD                                  |                                     |
| 10 | 3920 GRANGER ROAD                                  |                                     |
| 11 | 3929 GRANGER ROAD                                  |                                     |
| 12 | 3939 GRANGER ROAD                                  |                                     |
| 13 | 3956 GRANGER ROAD                                  |                                     |
| 14 | 3966 GRANGER ROAD                                  |                                     |
| 15 | 3976A GRANGER ROAD                                 |                                     |
| 16 | 3976B GRANGER ROAD                                 |                                     |
| 17 | 3986A GRANGER ROAD                                 |                                     |
| 18 | 3986B GRANGER ROAD                                 |                                     |
| 19 | 3996A GRANGER ROAD                                 |                                     |
| 20 | 3996B GRANGER ROAD                                 |                                     |
| 21 | 4004 GRANGER ROAD                                  |                                     |
| 22 | 4463 WEYMOUTH RD                                   | This service is tapped from Granger |
| 23 | 4483 WEYMOUTH RD                                   | This service is tapped from Granger |

TOTAL IMMEDIATE TRANSFERS - No further work

23

Exhibit A.2

IMMEDIATE TRANSFERS - Further Work Required

These services currently on City's 8 inch line on Granger that will be served by the County immediately after interconnection project is completed. The City will transfer these services to the existing 10 inch line on Granger within three (3) months of the date of the Memorandum of Understanding (reference Item #1 of Section IV - Future Work in the MOU).

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

**TOTAL IMMEDIATE TRANSFERS - Further work required**

**5**

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Exhibit A.3

FUTURE TRANSFERS

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

- 1 4440 WEYMOUTH RD. (Blue Fox Meadow Apartments)
- 2 4454 WEYMOUTH RD

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

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

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

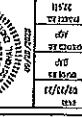
- 1 3821 GRANGER ROAD

<b>TOTAL FUTURE TRANSFERS</b>
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<b>5</b>
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PLAN PREPARED BY:  
CITY ENGINEERING & SURVEYING  
500 N. MAIN ST. SUITE 14526  
MEDINA, OHIO 44040  
PHONE: (419) 338-1424  
FAX: (419) 338-6837

**PROPOSED WATER MAIN CONNECTION**  
SITUATED IN THE TOWNSHIP OF MEDINA  
COUNTY OF MEDINA, STATE OF OHIO  
FOR CITY OF MEDINA & M.C.S.E.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	07/20/10	ISSUED FOR PERMIT
2	07/20/10	ISSUED FOR PERMIT
3	07/20/10	ISSUED FOR PERMIT
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MCSE PROJ. No. SW-500/10-75.1

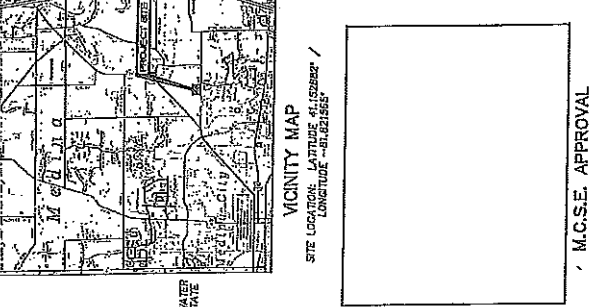
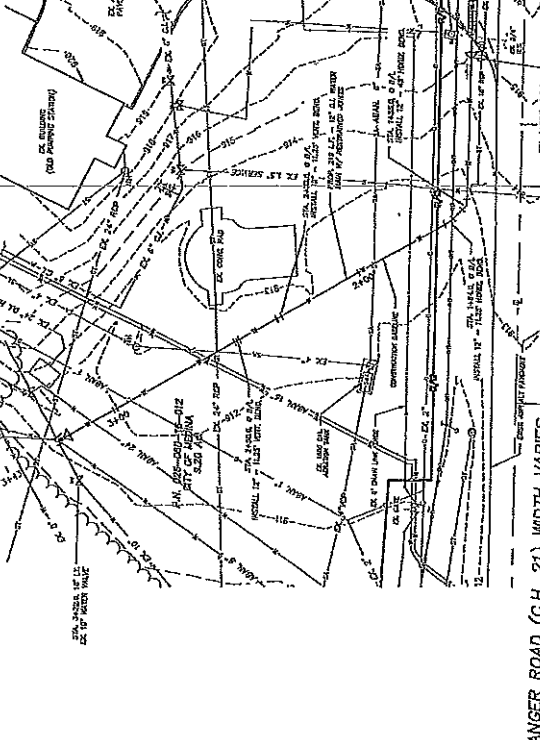
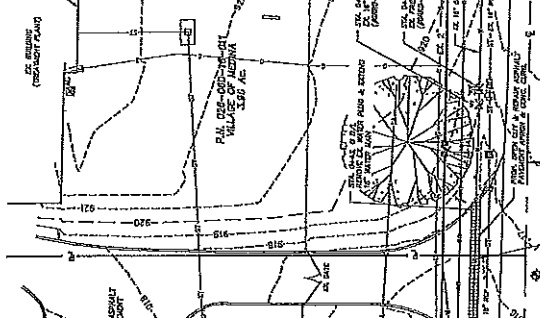
**EXISTING UNDERGROUND UTILITIES NOTE**  
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.

**SYMBOL LEGEND & ABBREVIATIONS:**

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**PROJECT BENCHMARKS:**

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- 94. BENCH MARK TO UTILITY
- 95. BENCH MARK TO UTILITY
- 96. BENCH MARK TO UTILITY
- 97. BENCH MARK TO UTILITY
- 98. BENCH MARK TO UTILITY
- 99. BENCH MARK TO UTILITY
- 100. BENCH MARK TO UTILITY

**GENERAL CONSTRUCTION NOTES:**

1. REFER TO SHEET 3 FOR ORIGINAL WATER MAIN NOTES.
2. REFER TO SHEET 4 FOR WATER MAIN CONNECTION DETAILS.
3. REFER TO SHEET 5 FOR CONNECTION NOTES.

**UTILITY COMPANY CONTACT INFORMATION:**

WATER & SEWER: MEDINA COUNTY SANITARY DISTRICT, 100 N. MAIN ST., MEDINA, OHIO 44040, PHONE: (419) 338-1424, FAX: (419) 338-6837.

ELECTRIC: MEDINA COUNTY PUBLIC UTILITIES, 100 N. MAIN ST., MEDINA, OHIO 44040, PHONE: (419) 338-1424, FAX: (419) 338-6837.

GENERAL NOTES

- 1. Underground facilities, structure, and utilities have been located by means of surveys and drawings from various sources. The contractor shall verify the location of all utilities and structures before commencing work. Any additional construction requirements shall be the responsibility of the contractor and the Medina County Sanitary Engineer.
2. The contractor shall verify the location of all utilities and structures before commencing work. Any additional construction requirements shall be the responsibility of the contractor and the Medina County Sanitary Engineer.
3. During construction, the contractor shall maintain the safety of the project. All workers shall be trained in safety and shall wear appropriate safety gear. The contractor shall be responsible for obtaining all necessary permits and approvals from the Medina County Sanitary Engineer and the Medina County Health Department.
4. The contractor shall be responsible for obtaining all necessary permits and approvals from the Medina County Sanitary Engineer and the Medina County Health Department.
5. All utility services shall be maintained throughout the construction period.
6. All excavations shall be shored and braced in accordance with the design.
7. All excavations shall be shored and braced in accordance with the design.
8. All excavations shall be shored and braced in accordance with the design.
9. All excavations shall be shored and braced in accordance with the design.
10. All excavations shall be shored and braced in accordance with the design.
11. All excavations shall be shored and braced in accordance with the design.
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16. All excavations shall be shored and braced in accordance with the design.
17. All excavations shall be shored and braced in accordance with the design.
18. All excavations shall be shored and braced in accordance with the design.
19. All excavations shall be shored and braced in accordance with the design.
20. All excavations shall be shored and braced in accordance with the design.

CAUTION: Contact all utilities by calling CHIOBIL (1-800-882-2764) before beginning construction.

Additional Notes for Trenches and Opened Trenches:
1. The trench shall be excavated to the required depth and width.
2. The trench shall be shored and braced in accordance with the design.
3. The trench shall be backfilled and compacted in accordance with the design.
4. The trench shall be covered with a minimum 18-inch thick concrete slab.
5. The trench shall be covered with a minimum 18-inch thick concrete slab.

WATER NOTES

- 1. Water mains are to be installed in accordance with the Medina County Sanitary Engineer's specifications as detailed in the Medina County Sanitary Engineer's Rules and Regulations.
2. Pipe Materials:
A) Polyethylene (PE) Pressure Pipe and Fittings:
1. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
B) Polyethylene (PE) Pressure Pipe and Fittings:
1. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
C) High Density Polyethylene (HDPE) Pressure Pipe and Fittings:
1. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
4. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
5. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
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8. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
9. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
10. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.

SANITARY SEWER NOTES

- 1. All sanitary sewer lines shall be installed in accordance with the Medina County Sanitary Engineer's specifications as detailed in the Medina County Sanitary Engineer's Rules and Regulations.
2. Pipe Materials:
A) Polyethylene (PE) Pressure Pipe and Fittings:
1. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
B) Polyethylene (PE) Pressure Pipe and Fittings:
1. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. PE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
C) High Density Polyethylene (HDPE) Pressure Pipe and Fittings:
1. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
2. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. HDPE pipe shall be installed in accordance with the Medina County Sanitary Engineer's specifications.
3. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
4. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
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7. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
8. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
9. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.
10. The installation of Polyethylene (PE) Pressure Pipe and Fittings shall be in accordance with the Medina County Sanitary Engineer's specifications.

Additional Notes for Trenches and Opened Trenches:
1. The trench shall be excavated to the required depth and width.
2. The trench shall be shored and braced in accordance with the design.
3. The trench shall be backfilled and compacted in accordance with the design.
4. The trench shall be covered with a minimum 18-inch thick concrete slab.
5. The trench shall be covered with a minimum 18-inch thick concrete slab.

GENERAL NOTES

Table with columns: DATE, DESCRIPTION, REVISIONS TO WATER NOTES, REVISIONS TO SEWER NOTES, DRAWN BY, REVIEWED BY, DATE, LOCATION.



MEDINA COUNTY SANITARY ENGINEER
1718 WEST 10TH AVENUE
PO BOX 723133
DENVER, CO 80202

PROJECT NUMBER: SW-500/10-765.1
SHEET NUMBER: 3 OF 4



Exhibit C

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

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

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

<b>TOTAL 2 inch private customers</b>	<b>10</b>
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