

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

January 22, 2024  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (January 3, 2024-Organizational / January 8, 2024)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

Barbara Dzur – 2024 Solar Eclipse Presentation

**Notices, communications and petitions.**

**Review of Pending Matters:**

20-057-3/9 – Health, Safety & Sanitation Committee – Underground Waste Containers

19-110-6/10 – Special Legislation Committee – New Stormwater Mgmt. Erosion Control Regulations

22-059-3/14 – Special Legislation Committee – Preserving Historic District

Motion to remove above listed standing pending matters with no action taken.

**Unfinished business.**

Ord. 200-23 (Third reading)

An Ordinance amending the Special Planning District No. 1 “SPD-1” Development Guidelines pertaining to South Court Village.

**Introduction of visitors.**

(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord.

14-24, Ord. 15-24, Ord. 16-24, Ord. 17-24, Ord. 18-24, Ord. 19-24, Ord. 20-24

Ord. 14-24

An Ordinance authorizing an expenditure to Akron Uniform for the Police Department.

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Ord. 15-24

An Ordinance adopting a Multi-Use Path Plan for the City of Medina, Ohio.

Ord. 16-24

An Ordinance authorizing the Mayor to enter into an Architect Design Services Agreement with Brandstetter Carroll, Inc. for the Medina Municipal Court Renovation.

Ord. 17-24

An Ordinance amending Section 111.12 and Section 111.16 of the Codified Ordinances of the City of Medina, Ohio relative to the Rules of Council.

Ord. 18-24

An Ordinance approving the three-year Capital Improvement Plan for the Medina Community Recreation Center and authorizing the expenditure of the current cash balance of the fund to the Medina City Schools, in accordance with the Joint Operating Agreement.

Ord. 19-24

An Ordinance authorizing the Finance Director to make certain fund advances.

Ord. 20-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)

**Council comments.**

**Adjournment.**

**MEDINA CITY COUNCIL**  
January 3, 2024, Wednesday  
Special Session - Organizational Meeting  
Council Rotunda

**Opening:**

After due notice according to law, Medina City Council met in special, open session Wednesday, January 3, 2024. The meeting was called to order at 6:00 p.m. by President of Council John Coyne who also led the pledge of allegiance.

**Invocation:**

The invocation was offered by Reverend Michael Wilson – Fellowship Baptist Church

**Oaths of Office were administered to the following:**

John M. Coyne, III, President of Council by wife Jennifer Coyne and surrounded by his three children.

Dennie Simpson, Ward 2 Councilman by his wife Phebe Simpson, with his son and granddaughter Journey.

James A. Shields, Ward 4 Councilman by the Retired Judge Judith A. Cross, bible held by Mayor Dennis Hanwell.

Natalie Harjar-DiSalvo, Council At Large by husband Samuel DiSalvo with son Dominick.

**Roll Call:**

President Coyne called for the roll call and the following members of Council were present: J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson. J. Hazeltine was absent.

**Motion to move the April 8, 2024 Regular Council meeting to April 9, 2024.**

J. Shields moved to move the April 8, 2024 Regular Council meeting to April 9, 2024, seconded by D. Simpson. The roll was called and the motion was approved by the yea votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Confirmation of Council Committee Appointments by President of Council: (Exh. A)**

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and the appointment was confirmed by the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Confirmation of other Council Committee and President of Council Pro-Tem: (Exh. B)**

Mr. Shields moved to approve the committee appointments by the President of Council, seconded by Mr. Simpson. The roll was called and the appointments were confirmed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and P. Rose.

**Confirmation of Mayor's Director Appointment:**

Gregory A. Huber – Director of Law – expiring 1/3/26

Mr. Shields moved to confirm the Mayor's director appointment, seconded by Mr. Simpson. The roll was called and the appointment was approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, P. Rose, and J. Shields.

**Confirmation of Mayor's Appointment:**

Robert Cureton – Board of Zoning Appeals – Exp. 12/31/27

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and the appointment was approved by the yea votes of J. Coyne, N. DiSalvo, R. Haire, P. Rose, J. Shields, and D. Simpson.

**Consideration of Council Rules:**

Mr. Shields moved that Chapter 111, the Rules of Council be amended as shown in the exhibit presented, with modifications to sections 111.12 and 111.16, seconded by Mr. Simpson. The roll was called and the amendments were approved by the yea votes of N. DiSalvo, R. Haire, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Mr. Shields moved for the re-adoption of Section 111, the Rules of Council as amended, seconded by Mr. Simpson. The role was called and the Council Rules were re-adopted as amended by the yea votes of R. Haire, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Adjournment:**

There being no further business, the meeting was adjourned at 6:15 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

Exhibit A  
January 3, 2024

**2024 MEDINA CITY COUNCIL COMMITTEES by President of Council**

**FINANCE**

John Coyne, Chair (27)  
Natalie Harjar-DiSalvo (27)  
Jessica Hazeltine (25)  
Jim Shields (27)  
Paul Rose (25)  
Dennie Simpson (27)  
Regi Haire (25)

**HEALTH, SAFETY & SANITATION**

Dennie Simpson, Chair  
Natalie Harjar-DiSalvo  
Regi Haire

**PUBLIC PROPERTIES**

Jim Shields, Chairman  
Natalie Harjar-DiSalvo  
Dennie Simpson

**EMERGING TECHNOLOGIES**

Natalie Harjar-DiSalvo, Chair  
Paul Rose  
Jim Shields

**SPECIAL LEGISLATION**

Paul Rose, Chair  
Jessica Hazeltine  
Regi Haire

**STREETS & SIDEWALKS**

Regi Haire, Chair  
Paul Rose  
Jessica Hazeltine

**WATER & UTILITIES**

Jessica Hazeltine, Chair  
Dennie Simpson  
Regi Haire

AGENDAS/2024 by President  
12/27/2023

Exhibit B  
January 3, 2024

**2024 MEDINA CITY COUNCIL – OTHER COMMITTEES**

**By President of Council:**

Business Development Committee – John Coyne - exp. 12/31/27  
Airport Commission – Natalie DiSalvo - exp. 12/31/27  
Economic Development Committee – John Coyne – exp. 12/31/27  
Railroad Commission – Dennie Simpson  
Shade Tree Commission – Regi Haire – exp. 12/31/27

**By Council:**

Audit Committee – Jim Shields – exp. 12/31/27  
CRA Housing – Jess Hazeltine – exp. 12/31/26  
Medina County Planning Commission – Regi Haire – exp. 12/31/26  
ESID Board – Jess Hazeltine  
Income Tax Review Board – Jennifer Rose – exp. 12/31/26  
  
President of Council Pro-Tem – Jim Shields – exp. 12/31/25

AGENDAS/2024 Other Appointments  
12/27/23

## **PROPOSED AMENDMENTS TO 111.12 – RULES OF COUNCIL**

### **111.12 LEGISLATION; COUNCIL BUSINESS; PRESENTATION AND PROCEDURE.**

(a) It is deemed desirable to have any and all proposed legislation or other matters requiring legislative action first brought to the attention of Council at an open Council meeting. Unless it is determined to suspend the Rules of Council in order to give immediate consideration to such proposed legislation or other matters, they shall be referred promptly to an appropriate committee pursuant to the provisions of Sections 111.10 and 111.11. No committee of Council need accept for consideration any proposed legislation or other matters which will ultimately require legislative determination unless the same has been first introduced in an open Council meeting.

(b) Any proposed legislation, or other matters which have been referred to and accepted by a committee of Council without first being introduced at an open Council meeting, shall be promptly reported to Council by the President of Council or by the chairman of such committee at the next meeting of Council, and any such matters so considered shall likewise be clearly reflected in the minutes of the committee in question. In no event shall any committee, or other formal councilmatic body, give consideration to matters which are not promptly made matters of public record pursuant to the provisions of these rules, unless the matters under consideration are of such a nature that a premature disclosure would be detrimental or prejudicial to the best interests of the City.

(c) Prior to each meeting, the Clerk of Council shall prepare an agenda, or written schedule of matters, to be brought before Council and shall cause a copy of the same to be delivered to each member of Council together with the full text of any proposed legislation at least seventy-two hours prior to each scheduled meeting. Such agenda or written schedule shall constitute the formal schedule on business to be considered by Council at its next meeting, and matters not included on such agenda shall not receive consideration by Council, except upon suspension of these rules. (1-4-88; 1-3-11.)

(d) Any proposed legislation or other matter which is to be placed on the agenda for action by Council shall be presented to the Clerk in a completed and final state not later than 12:00 noon on the Wednesday preceding the meeting of Council. Legislation presented to Council shall not include an emergency clause. An emergency clause shall be added to legislation only upon a two-thirds vote of the membership of Council.

Any requests for Council action which are to be placed on the agenda shall be presented to the Clerk in a completed and final state not later than 5:00 p.m. on the Tuesday preceding the meeting of Council.

(e) The Clerk shall have the responsibility for the systematic and logical identification of proposed ordinances, resolutions and other matters to be considered by Council, and he or she may assign identifying numbers or designations to any such items which have been placed upon the agenda. He or she may also, at his or her discretion, and in order to facilitate record keeping, assign such identifying numbers or designations, or a different series of identifying numbers or designations, to any other matters which have been

formally presented to Council or to a committee of Council, whether or not such matters have been placed on the agenda.

(Passed 1-6-14.)

(f) Any request to withdraw a rezoning ordinance from a Council agenda must be made by the rezoning applicant in writing to the Clerk of Council prior to consideration of the ordinance on the Council floor. After filing of such a request, the ordinance shall be withdrawn, except that a written statement of intent as to temporary or permanent withdrawal must be submitted to the Clerk of Council within fourteen days after the meeting from which agenda it was withdrawn. Failure to resubmit such statement of intent will result in automatic disapproval of the proposed rezoning. (Ord. 84-78. Passed 5-22-78.)

(g) It is deemed desirable that Council's consideration and finalization of the annual budget ordinance and 5-Year Budget process be completed prior to the budget appearing on the floor for final approval at the December meeting. It is understood, however, that minor amendments may be required at said meeting and it is agreed that such amendments may be proposed verbally. Reference Ord. 93-11, passed June 27, 2011 and Sections 115.01 and 115.02.

~~(h) In the event a member of Council or the Administration desires to propose an extensive amendment to the annual budget ordinance being considered at the December meeting, it is in the best interest of Council that such proposal be complete in the following respects:~~

~~(1) Proposed amendments shall include complete budget control sheets for the affected budget areas. Indicated on said documents shall be a column showing fund amounts as proposed by title in the ordinance and a separate column indicating the proposed amended amounts by title. All totals shall be calculated for each area and column.~~

~~(2) Where two or more budget areas within the same department are proposed for amendment, there shall be, in addition to the information required in subsection (h)(1) hereof, a written summary explaining the impact of the proposed amendments. This summary shall also include a reconciliation of the proposed changes with the available funds and/or the clear definition of the sources of any additional revenues required to fund the proposed amendments. These requirements shall also apply to amendments which affect budget areas in more than one department.~~

~~(i) Proposed amendments and their accompanying documentation under subsection (h) hereof shall be provided to the members of Council, the Mayor, the Finance Director, the Council Clerk and all Directors whose budgets are affected at least twenty-four hours in advance of the Council meeting at which the amendments are to be proposed.~~

~~(j) Should there arise a dispute as to whether a proposed amendment constitutes a minor budget amendment (subsection (g) hereof) or an extensive amendment (subsection (h) hereof), such determination shall be made on a case by case basis by the majority vote of Council. (Approved 1-4-93)~~



~~(k)~~ (h) Special assessment public hearing. Before any legislative action is taken on a special assessment project, the legislative body shall hold a public hearing and shall give at least thirty days' notice of the time and place thereof in a newspaper of general circulation in the municipal corporation. The Clerk of Council shall, at least twenty days prior to the public hearing, notify by ordinary mail all record owners of each parcel of land to be assessed.

(1-3-94.)

## SECTION 111.16 PROPOSED AMENDMENTS:

### 111.16 CLERK OF COUNCIL/DEPUTY CLERK OF COUNCIL: DUTIES,; ADDITIONAL COMPENSATION.

(a) The Clerk of Council or their representative shall attend all meetings regular and special, record all proceedings in the minutes, prepare an agenda for every meeting, attend to all correspondences incidental to his office, attend to the codification of the ordinances, according to the system employed by the City, to perform such other duties as may be assigned to him by Council or are required by law. If there is a part-time Clerk of Council and a part-time Deputy Clerk of Council, the Clerk of Council may split up the Clerk of Council duties between them as directed by the Clerk of Council or President of Council.

(b) In addition to those duties imposed by law, by the Charter or otherwise by these Rules of Council, the Clerk of Council shall have the following duties:

(1) ~~He~~ They shall forward to the members of Council, not less often than once each week, any correspondence, minutes or other materials which have been delivered to or accumulated at the City Hall.

(2) ~~He~~ They shall maintain in the office of the President of Council a calendar of scheduled committee meetings and other functions requiring the official attendance of members of Council, and ~~he~~ they shall to the extent possible, coordinate the scheduling of such matters in order to avoid conflicts of time, membership and facilities.

(3) At the request of any committee chairman ~~he~~ they shall make ~~himself~~ themselves, or ~~his~~ their representative, available for committee meetings.

(4) No less often than once each three months ~~he~~ the Clerk shall inquire of and report to all committee chairs ~~men~~ regarding the status of their committee records and minutes.

(Ord. 1-74. Passed 1-3-74.)

~~(c) Whenever the Clerk of Council, or her representative, attends a Council committee meeting to take minutes at the request of its chairman, and during other than regular business hours, she shall receive in addition to any other compensation, the sum of twenty dollars (\$20.00).~~

A committee chairman should not request the Clerk of Council, or ~~her~~ their representative, to attend a committee meeting except for meetings of major importance.

(Ord. 12-80. Passed 1-28-80.)

## SECTION 111.16 PROPOSED AMENDMENTS:

### 111.16 CLERK OF COUNCIL/DEPUTY CLERK OF COUNCIL: DUTIES.; ~~ADDITIONAL COMPENSATION.~~

(a) The Clerk of Council or their representative shall attend all meetings regular and special, record all proceedings in the minutes, prepare an agenda for every meeting, attend to all correspondences incidental to his office, attend to the codification of the ordinances, according to the system employed by the City, to perform such other duties as may be assigned to him by Council or are required by law. If there is a part-time Clerk of Council and a part-time Deputy Clerk of Council, the Clerk of Council may split up the Clerk of Council duties between them as directed by the Clerk of Council or President of Council.

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(Ord. 1-74. Passed 1-3-74.)

~~-(c) Whenever the Clerk of Council, or her representative, attends a Council committee meeting to take minutes at the request of its chairman, and during other than regular business hours, she shall receive in addition to any other compensation, the sum of twenty dollars (\$20.00).~~

A committee chairman should not request the Clerk of Council, or ~~her~~ their representative, to attend a committee meeting except for meetings of major importance.

(Ord. 12-80. Passed 1-28-80.)

MEDINA CITY COUNCIL  
Monday, January 8th, 2024

**Public Hearing.**

For proposed amendments to the SPD-1 Development Guidelines (includes the proposed ACME Site, the MMHA Senior Housing Development, Beacon Park Condominiums, and vacant commercial land) to include the alteration of uses, modification of development standards, additional site access, clarification on landscaping standards, sign requirement adjustments, and simplification of design standards.

No one spoke in favor or opposition to the amendments of the Zoning Code.  
Public Hearing closed at 7:33p.m.

**Call to Order:**

Medina City Council met in regular session on Monday, January 8th, 2024 at Medina City Hall. The meeting was called to order at 7:33 p.m. by Mr. John Coyne III, President of Council who also led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council, J. Coyne, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. Natalie DiSalvo was absent.

Also present were the following members of the Administration: Mayor Hanwell, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Greg Huber, Jansen Wehrley, Chief Walters, Kimberly Marshall, Dan Gladish, and Andrew Dutton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, December 11, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Coyne stated they met before council and will meet again on January 22, 2024.

**Public Properties Committee:** Mr. Shields had no report.

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

**Special Legislation Committee:** Mr. Rose had no report.

**Streets & Sidewalks Committee:** Ms. Haire had no report.

**Water & Utilities Committee:** Ms. Hazeltine had no report.

**Emerging Technologies Committee:** Ms. DiSalvo was absent.

**Requests for Council Action:**

- 24-001-1/8 – 2024 Tax Advance Request
- 24-002-1/8 – Repeal Ord. 207-23 / Increase P.O. #2023-1706 Wise Waterproofing
- 24-003-1/8 – Expenditure Over \$35,000 to Akron Uniform for Police Dept.
- 24-004-1/8 – Expenditure Over \$20,000 to Huntington Bank – Police Dept.
- 24-005-1/8 – Expenditure Over \$20,000 to Fire Safety Services – Fire Dept.
- 24-006-1/8 – Expenditure Over \$20,000 to Armstrong Cable – IT Dept.
- 24-007-1/8 – Expenditure Over \$20,000 to Technology Engineering – IT Dept.
- 24-008-1/8 – Adopt Multi-Use Plan
- 24-009-1/8 – Architect Design Services Agreement – Medina Municipal Court
- 24-010-1/8 – Capital Improvement Purchase Order – MCRC
- 24-011-1/8 – Budget Amendments

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,**

- A. 2024 looks to be a busy year for the City of Medina with many development projects planned to start soon. This includes but not limited to the Meijer Store, Acme Store, Rose Properties Development between Sully's Patio and the Pease Federal Building, the Hotel in the 200 block of South Court Street and the design and remodel of the 1969 Courthouse on the square for the Medina Municipal Court Operations.
- B. Martin Luther King Jr. Celebration this year will be Monday, January 15 at United Church of Christ, 7 p.m. Congregational featured speaker will be Pastor Jason Hunter of Truth in Love Church, Brunswick, OH., and is open to the public, hope to see you there!
- C. 30<sup>th</sup> Annual Medina Ice Festival by Elegant Ice will be held February 16 – 19, 2024.
- D. Have a Blessed and very Happy New Year!

**Keith Dirham, Finance Director,** Keith stated there are items on the agenda that he will address when they get to them.

**Kimberly Marshall, Economic Development Director,** Kimberly announced two ribbon cuttings on January 19<sup>th</sup>. The first one is the Medina Rec Center Fitness Addition and Leisure Pool being held at 1 p.m., located at 855 Weymouth Rd., and then at 3 p.m. Ciao Bella Beauty Bar located at 503 South Court St.

**Greg Huber, Law Department,** had no report.

**Chief Kinney, Police Department,** had no report.

**Chief Walters, Fire Department,** had no report.

**Jansen Wehrley, Parks and Recreation Director,** Jansen stated they changed their Sunday hours

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at the Rec Center and are now open at 8 a.m. instead of 10 a.m. Youth basketball season started this past Saturday and have over 600 kids signed up.

**Dan Gladish, Building Official**, Dan stated the Building Department continues to see investment in North Court St. Several new businesses will open soon and then there is another new restaurant that will be moving onto a vacant space.

**Nino Piccoli, Service Director**, had no report.

**Patrick Patton, City Engineer**, had no report.

**Andrew Dutton, Planning and Community Development Director**, had no report.

### **Confirmation of Council appointment**

Patrick Patton – NOACA Representative 2024

Mr. Shields moved to confirm council's appointment, seconded by Mr. Simpson. The roll was called and the motion passed with the yeas votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

### **Motion by Council to authorize designee for public records training.**

Motion to designate Clerk of Council and/or Deputy Clerk of Council, to act as the Mayor, the Director of Finance and City Council's designee to attend public records training as required by Sections 149.43 and 109.43 of the Ohio Revised Code.

Mr. Shields moved to designate and authorize Clerk of Council and/or Deputy Clerk of Council, to attend public records training, seconded by Mr. Simpson. The roll was called and the motion passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, and J. Hazeltine.

### **Notices, communications and petitions:**

There were none.

### **Unfinished Business:**

#### **Ord. 200-23 (second reading)**

**An Ordinance amending the Special Planning District No. 1 SPD-1 Development Guidelines pertaining to South Court Village.** Mr. Shields moved that Ord. 200-23 be read by title only tonight and then placed before council for discussion as the 2<sup>nd</sup> of 3 readings, seconded by Mr. Simpson. Mr. Coyne stated he only had one email comment regarding the number of access points off of Highpoint Drive. He stated the added access points are necessary to aid in the free flow of traffic, specifically to truck traffic and for the use of a drive through pharmacy. Mr. Rose stated they took all that in to consideration and after much discussion decided that the proposed three openings are appropriate.

### **Introduction of Visitors:**

There were none.

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 1-24, Ord. 2-24, Ord. 3-24, Res. 4-24, Ord. 5-24, Res. 6-24, Ord. 7-24, Ord. 8-24, Ord. 9-24, Res. 10-24, Res. 11-24, Res. 12-24, Ord. 13-24

Mr. Shields moved to suspend the rules requiring three readings on tonight's ordinances and Resolutions, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and P. Rose

**Ord. 1-24**

**An Ordinance authorizing the expenditure to Epic Aviation for the purchase of Jet-A Fuel at the Medina Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 001-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 001-24, seconded by Mr. Simpson. Mr. Dirham stated this is to authorize purchase of jet fuel which we resell. The emergency clause is needed so that we can fill the tanks as soon as necessary. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 001-24 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 2-24**

**An Ordinance authorizing the payment to Green Home Solutions for the private home rehabilitation at 520 North State Road as part of the PY22 CHIP Grant Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 002-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 002-24, seconded by Mr. Simpson. Mr. Dutton stated this is a P.O. request for \$50,065.00. Emergency clause is requested as the contractor is ready to begin the project. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 002-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

**Ord. 3-24**

**An Ordinance authorizing the payment to Green Home Solutions for the private home rehabilitation at 850 North Huntington Street as part of the PY22 CHIP Grant Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 003-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 003-24, seconded by Mr. Simpson. Mr. Dutton stated the contract is for \$40,575.00. Emergency clause is needed as the contractor is ready to start the project. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 003-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and P. Rose

**Res. 4-24**

**A Resolution requesting the county auditor to make tax advances during the year 2024 pursuant to Ohio Revised Code Section 321.34.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 004-24, seconded by Mr. Simpson. Mr. Shields moved that the

emergency clause be added to Ordinance/Resolution No. 004-24, seconded by Mr. Simpson. Keith stated this is to request that they make tax advances of the real estate taxes. Emergency clause is so that we can get the advances as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 004-24 passed by the yea votes of J. Coyne, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 5-24**

**An Ordinance authorizing the Mayor to enter into an Engineering and Surveying Agreement with Cunningham and Associates for engineering design services for the Medina Street Bridge Replacement Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 005-24, seconded by Mr. Simpson. Patrick stated the city received a grant of a little over \$485,00 to replace this bridge. Recommending Cunningham and Associates. The roll was called and Ordinance/Resolution No. 005-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Res. 6-24**

**A Resolution authorizing the filing of an application for grant assistance from the Ohio Department of Development for a Water and Wastewater Infrastructure Grant.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 006-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 006-24, seconded by Mr. Simpson. Mr. Patton stated they would like to submit this grant to secure funds to replace waterlines on South Court Street and West Liberty. Total project is \$832,000 and we are requesting 90% of that or \$74,800 the city share would be 10% or \$83,200. Emergency clause is requested due to grant being due on January 17<sup>th</sup>. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 006-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, and J. Hazeltine.

**Ord. 7-24**

**An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the Granger Road Water Line and repealing Ord. No. 168-23, passed October 23, 2023.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 007-24, seconded by Mr. Simpson. Mr. Patton stated the county came back and requested some minor changes and that's why we are asking to repeal the previous MOU and adopt this one. The roll was called and Ordinance/Resolution No. 007-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and P. Rose

**Ord. 8-24**

**An Ordinance authorizing the payment to Software Solutions Inc. (SSI) for the annual support services for the City's VIP Professional Accounting System.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 008-24, seconded by Mr. Simpson. Keith stated this is the annual maintenance. The roll was called and Ordinance/Resolution No. 008-24 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, P. Rose, and J. Shields.



**Ord. 9-24**

**An Ordinance authorizing the increase of the expenditure to Wise Waterproofing for the PY20 CHIP rehabilitation at 30 Circle Drive, repealing Ord. No. 207-23, passed December 11, 2023.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 009-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 009-24, seconded by Mr. Simpson. Mr. Dutton stated they needed to repeal Ordinance 207-23 to correct the account number and change the contractor to Wise Waterproofing since it was initially incorrect. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 009-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Res. 10-24**

**A Resolution appointing Councilman Dennie Simpson as City representative to the Medina County 9-1-1 Program Review Committee.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 010-24, seconded by Mr. Rose. Dennie stated he will abstain from voting. The roll was called and Ordinance/Resolution No. 010-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, J. Coyne, and R. Haire. Dennie Simpson abstained.

**Res. 11-24**

**A Resolution appointment Councilwoman Regi Haire as City representative to the Medina County Planning Commission, and Councilman Jim Shields as Alternate.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 011-24, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 011-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine. Regi Haire abstained.

**Res. 12-24**

**A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by Internet Auction during the calendar year 2024.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 012-24, seconded by Mr. Simpson. Mr. Piccoli stated this is an annual ordinance for authorization to sell goods by auction over the Internet for 2024. The roll was called and Ordinance/Resolution No. 012-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and P. Rose

**Ord. 13-24**

**An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 013-24, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 013-24 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Council comments.**

Regi wished everyone a safe, happy and healthy 2024 and looks forward to working with her fellow council members and the administration to make this a good year.

Medina City Council  
January 8, 2024

Dennie -- Be kind to one another! Happy New Year!

Paul -- Happy New Year!

**Adjournment.**

There being no further business the meeting adjourned at 7:59 p.m.

**ORDINANCE NO. 200-23**

**AN ORDINANCE AMENDING THE SPECIAL PLANNING DISTRICT NO. 1 "SPD-1" DEVELOPMENT GUIDELINES PERTAINING TO SOUTH COURT VILLAGE.**

**WHEREAS:** Ordinance No. 249-98, passed January 11, 1999, in addition to various amendments to the Zoning Code of the Codified Ordinances of the City of Medina, Ohio, established Special Planning District No. 1 (SPD-1) and adopted a Conceptual Development Plan and associated Development Guidelines; and

**WHEREAS:** Ord. 207-06, passed October 23, 2006, amended the Special Planning District No. 1 "SPD-1" Development Guidelines; and

**WHEREAS:** Ord. 164-16, passed November 28, 2016, amended the Special Planning District No. 1 "SPD-1" Development Guidelines; and

**WHEREAS:** Ord. 156-18, passed October 22, 2018, amended the Special Planning District No. 1 "SPD-1" Development Guidelines; and

**WHEREAS:** The Planning Commission recommended at its meeting held November 9, 2023 that the City Council approve to amend the Special Planning District No. 1 Design Guidelines as proposed in Exhibit A, attached hereto and incorporated herein.

**WHEREAS:** The notice of public hearing by Medina City Council was duly published and the hearing was duly held on January 8, 2024.

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

**SEC. 1:** That the Special Planning District No. 1 "SPD-1" Development Guidelines are hereby amended as reflected in Exhibit B, attached hereto and incorporated herein.

**SEC. 2:** That this Ordinance and the various parts, sentences, paragraphs, sections, and clauses thereof are hereby declared to be severable. Should any part, sentence, paragraph, section, or clause be declared unconstitutional, null, or void by a court of competent jurisdiction, such declaration shall not have any effect on the validity of the remaining parts, sentences, paragraphs, sections, and clauses of this Ordinance.

**SEC. 3:** That this Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including but not limited to Section 121.22 of the Revised Code.

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

Effective date –

Exh. A  
Proposed

SPECIAL PLANNING DISTRICT NO. 1

"SPD-1"

DEVELOPMENT GUIDELINES

C.1. PURPOSE

The purpose of this District is to implement the South Court Village Concept Plan as outlined in the Comprehensive Plan Update (1996) for the City of Medina. In the Comprehensive Plan the South Court Village area was identified as needing special zoning in order to protect the integrity of South Court Street and residential neighborhoods while still providing an appropriate neighborhood scale of commercial development to meet the needs of the residents in this area.

C.2 STATUS OF USES

Uses within each of the SPD-1 Subdistricts as depicted on the South Court Village Conceptual Development Plan (Exhibit "C-1") shall be governed by this section. The location of these uses shall be based on the South Court Village Conceptual Development Plan, see Figure 1. *Uses shall be defined in Chapter 1105.*

- (A) SPD-1 Subdistrict "A". No building, structure or land shall be used for any purpose except as indicated below.
- (1) Principal Permitted Uses
- (a) ~~Neighborhood Scale Retail: General retail uses including but not limited to: retail clothing stores, barber/beauty salons, drug stores, dry cleaners, non-fast food restaurants, video stores, card shops, book stores, florists, butchers, grocery stores and banks.~~ ***Commercial Uses permitted or conditionally permitted in the C-3 General Commercial District shall be principally permitted use in SPD-1 Subdistrict "A" with the exception of the following uses, which shall be prohibited: major motor vehicle repair, motor vehicle sales, crematorium, and sexually oriented business. Retail business square footage requirements found in the C-3 General Commercial District shall not apply and building footprint size for all uses shall be regulated by §C.2(A)(3) of these Development Guidelines. Numerical identification for uses in §1137.04 corresponding to specific standards in §1153.04(a) shall apply.***
- (2) Lot and Yard Requirements
- (a) None: However, spacing of proposed buildings will be reviewed during site plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
- (a) Building height shall not exceed 35 feet.
- (b) The building footprint shall not exceed 78,000 square feet for the one large "Grocery Anchor" retail building. The rest of the buildings will ***shall*** have smaller building footprints and ~~should consist of compact, small-scale retail buildings no larger than 40,000 square feet for multi-tenant buildings and 15,000 sq. ft. for single-tenant buildings.~~
- (c) The total square footage in Subdistrict "A" shall not exceed a floor area ratio (FAR) of ~~.25~~ ***.35***.
- (d) The impervious surface ratio in Subdistrict "A" shall not exceed .75 ISR.
- (B) SPD-1 Subdistrict "B". No building, structure or land shall be used for any purpose except as indicated below.

- (1) Principal Permitted Uses
  - (a) ~~Offices and Services: General office uses including but not limited to: dentists, doctors, architects, lawyers, accountants, real estate, insurance, travel agents, and copy centers.~~  
**Commercial Uses permitted or conditionally permitted in the C-1 Local Commercial District shall be principally permitted use in SPD-1 Subdistrict "B" with the exception of the following uses, which shall be prohibited: Bar or tavern, bed and breakfast inn, hospital, restaurant, and motor vehicle filling station. Numerical identification for uses in §1133.04 corresponding to specific standards in §1153.04(a) shall apply.**
- (2) Lot and Yard Requirements
  - (a) None: However, spacing of proposed buildings will be reviewed during plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
  - (a) Building height shall not exceed 35 feet.
  - (b) Buildings shall be compact and small scale.
  - (c) Each building footprint shall not exceed 20,000 square feet.
  - (d) The total square footage in Subdistrict "B" shall not exceed a floor area ratio (FAR) of ~~20~~ **.30**.
  - (e) The impervious surface ratio in Subdistrict "B" shall not exceed .60 ISR.
- (C) SPD-1 Subdistrict "C". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Medium Density Residential: row houses, townhouses, duplexes, single family homes, apartment building.
  - (2) Accessory-Uses
    - (a) Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses on the same lot therewith. This would include decks, open porches, patios or terraces which are permitted to extend up to 10 feet into the rear yard.
  - (3) Lot Requirements
    - (a) Minimum lot width (feet) at building line per dwelling shall be 40 feet.
    - (b) Minimum lot width (feet) at building line per dwelling shall be 23 feet for attached dwellings.
  - (4) Yard Requirements
    - (i) Detached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: five feet.
    - (ii) Attached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: zero feet between attached units.
  - (5) Building Height
    - (a) Maximum building height shall be thirty-five feet.
  - (6) Land Use Intensity
    - (a) The number of dwelling units per acre shall not exceed 8.
  - (7) Each building consisting of two or more attached units shall be situated so that there exists:
    - (a) A minimum of ten (10) feet between the buildings where two side yards meet.
    - (b) A minimum of thirty (30) feet between the buildings where two rear yards meet.
    - (c) A minimum of twenty (20) feet between the buildings where two side yards of a building of attached units meets a rear yard of attached units.

C.3 LANDSCAPING STANDARDS

- (1) Each landscape plan shall address the functional aspects of landscaping such as drainage, provisions for shade, energy conservation, sound absorption, dust abatement, reduction of glare and screening.
- (2) ~~Landscaping shall be used to screen Subdistricts "A" and "B" site from adjacent properties to the sides and rear of the property. At least a seventy-five (75) foot minimum is required for the sides of the property and a seventy-five (75) foot buffer minimum is required for the rear of Subdistricts "A" and "B" that will be adjacent to Subdistrict "C".~~  
*A minimum seventy-five (75) foot landscaped buffer yard shall be required to buffer SPD-1 from adjacent residentially zoned properties to the north and west and shall be required to buffer Subdistricts "A" and "B" from Subdistrict "C". The width of the buffer shall be measured from the adjacent property line and may include the Mast Parkway right-of-way. Landscaped materials in the buffer yard shall incorporate sight blocking plant material such as evergreens or hedges at least six (6) feet in height, situated so as to provide an effective and permanent visual buffer.*
- (3) Large, unbroken parking areas shall be avoided. Traffic or directional islands in combination with trees and plantings shall be used to divide large parking areas into smaller segments, (i.e.) 16 to 18 parking spaces between planting areas. The foregoing shall apply except for the Grocery Anchor parking area where traffic or directional islands in combination with trees and planting shall be used to divide large parking areas into smaller segments, (i.e.) 25 to 30 parking spaces between planting area.
- (4) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, parking blocks or other devices.
- (5) Where landscaping is used as screening it shall be opaque year round.
- (6) Landscape screening shall be of a height and density so that it provides the full desired effect within three years growing time.
- (7) All plants are to be living. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first.
- (8) The Owner of the property shall be responsible for the continued property maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
- (9) Once the open space buffer area between the residential and commercial/office areas has been approved and established as indicated on the Final Site Development Plan, it may not be used, disturbed or altered for any other purpose.

C.4 SIGNAGE

- (1) Signage in SPD-1 Subdistrict "C" shall conform to the Sign Code of Section 1147.11 Residential and Public Facility Districts ***§1147.12***.
- (2) Signage in SPD-1 Subdistricts "A" and "B" shall conform to general and administrative requirements found in Chapter 1147, and all signs in Subdistricts "A" and "B" shall conform to the following requirements:
  - (a) ~~That all signs be externally illuminated~~ ***Changeable copy signs shall be prohibited.***
  - (b) ~~That one exterior wall sign may be erected which advertises a business or service conducted upon the premises, with sign area determined by §1147.17.~~ ***That exterior wall signs shall conform to §1147.14(d). The "Grocery Anchor" retail building as indicated C.2(A.)(3.)(b) of this document shall comply with wall sign area requirements of §1147.14(d) and shall be permitted up to five (5) total wall signs.***
  - (c) That all internal streets shall be considered streets for the purposes of determining frontage and eligibility for additional sign area, in accordance with §1147.17(b) ***§1147.14(d)***.
  - (d) That one sign be permitted at the primary entrance to the development on S. Court Street, with a sign area not to exceed 60 SF ***square feet*** per side, a height not to exceed 8 F ***feet***, and a setback from the right-of-way not less than 20 F ***feet***.
  - (e) That one sign be permitted at the primary entrance to Subdistrict "A" on High Point Drive, with a sign area not to exceed 60 SF ***square feet*** per side, a height not to exceed 8 F ***feet***, and a setback from the right-of-way not less than 20 F ***feet***.
  - (f) That one sign be permitted near the intersection of S. Court Street and High Point Drive, with a sign area not to exceed 150 SF ***square feet*** per side, a height not to exceed 20 F ***feet***, and a setback from S. Court Street and High Point Drive rights-of-way not less than 20 F ***feet***.
  - (g) That no additional ground signs shall be permitted in Subdistrict "A".

C.5 GENERAL DESIGN STANDARDS

- (1) Consistency with the goals, policies and recommendations as set forth in the City of Medina Comprehensive Plan for the South Court Village.
- (2) Pedestrian access is important and sidewalks must be provided along streets. Walkways and bike paths are also encouraged.
- (3) The site should be developed with a compact combination of land uses, to maximize the amount of open space on the site.
- (4) Curb cuts, internal drives, parking areas and pedestrian walkways shall be arranged to promote safe and efficient movement within the site, between adjacent sites, and between the site and the adjacent thoroughfare system.
- (5) The interior circulation pattern and entrance onto S. Court Street should be designed to minimize impact on the S. Court St. traffic flow. ~~There shall be one primary~~ ***In addition to Mast Parkway, one (1) additional*** access point onto S. Court Street for Subdistrict "B" Office and Services "A" ***is permitted, subject to the approval of ODOT.***
- (6) ~~There shall be one primary~~ ***up to three (3)*** access points onto High Point Drive for the Subdistrict "A" Neighborhood-Scale Retail and up to two (2) access points onto High Point Drive for Subdistrict "C" Medium Density Residential. ***In Subdistrict "A", access drives on High Point Drive shall not exceed 80 ft. in width at the curb for the westernmost drive and 75 ft. in width at the curb for the middle and easternmost drives.***
- (7) Large parking lots highly visible from the street are discouraged. Customer parking areas shall be conveniently accessible to building entrances and well screened and landscaped from the street and include islands and planting areas.

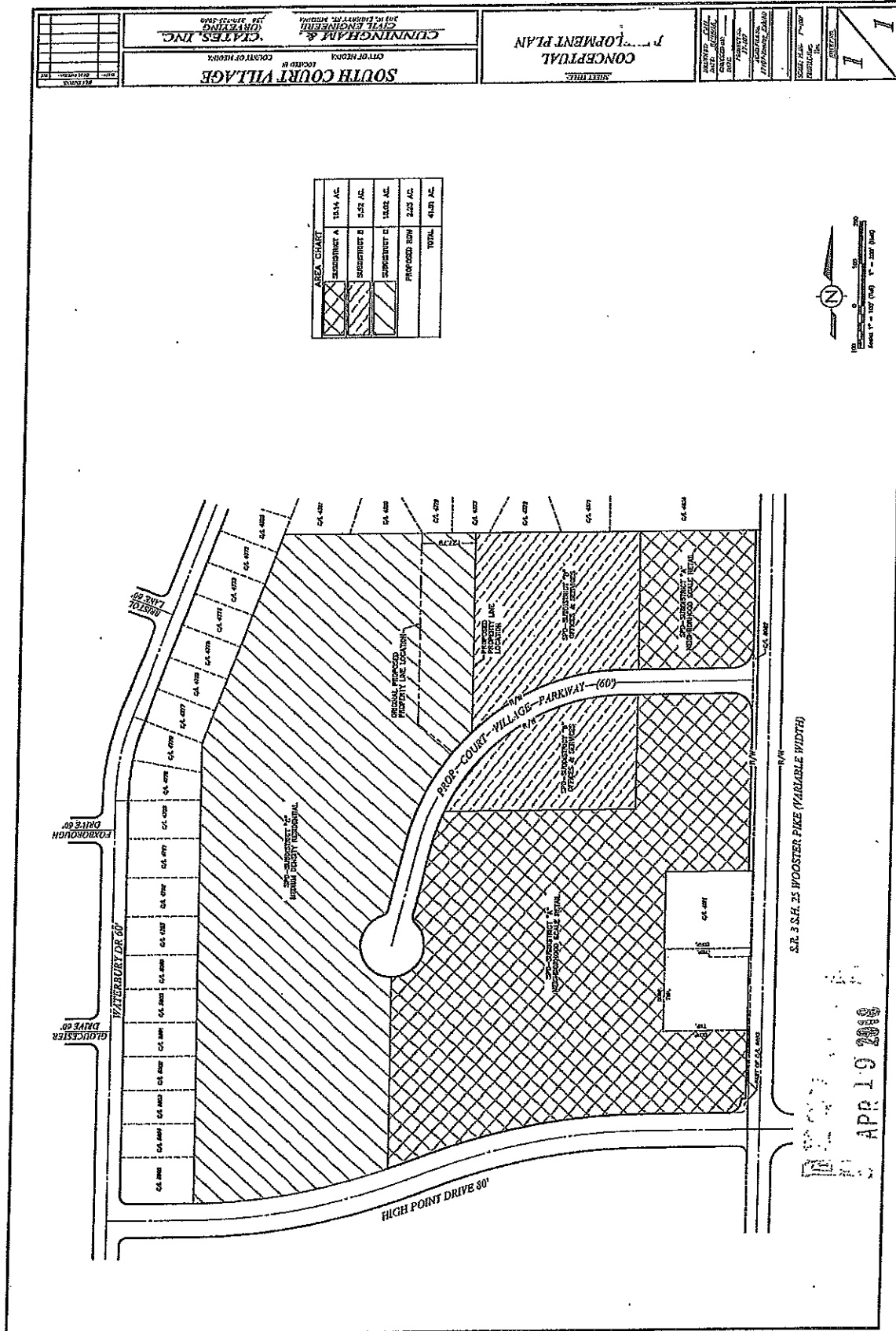


- (8) Service areas, refuse storage areas and other such areas shall be fully screened from view within the commercial/office developments and from adjacent development. Development plans shall indicate a separation of service traffic from customer traffic.
- (9) Refuse storage areas shall be screened from public view by at least a six foot high solid fence/wall.
- (10) The scale of new development should be compatible with surrounding architecture in relation to building materials and scale of buildings.
- (11) Once an architectural theme is initially established for the South Court Village site *Subdistricts "A" and "B"*, later phases of buildings constructed should reflect the same architectural theme.
- (12) Roof pitch should appear to be slanted through the use of architecturally acceptable facade treatments. *Facades with street frontage or with public entrances shall incorporate a mix of exterior materials, varied rooflines, and design features. Design features include, but are not limited to, windows, wall projections, awnings, use of brick or stone, material or color accents, and decorative lighting fixtures. Facades with street frontage without design features are not permitted. An example of a permitted facade is found below in Figure 1:*



Figure 1

- (13) All on-site utilities shall be located underground unless required by the utility to be otherwise located. *This requirement shall not apply to existing above ground utilities adjacent to South Court Street.*
- (14) A front facade shall be architecturally emphasized, although all sides of a building should be architecturally consistent with the front facade.
- (15) ~~For commercial or office uses, a single or multiple building project must provide a design that emphasizes an activity level from the street. Blank walls are discouraged, walls with doors and windows are encouraged.~~
- (1615) Windows with multiple window panes are preferred. Total shutter size should be equal to window size *in Subdistrict "C"*.



AREA CHART	
SECTION A	13.44 AC.
SECTION B	5.52 AC.
SECTION C	16.02 AC.
PROPOSED R/W	2.02 AC.
TOTAL	41.00 AC.

CUNNINGHAM & CRATES, INC. CIVIL ENGINEERS 201 S. EIGHTH ST. WILMINGTON, DE 19802	SOUTH COURT VILLAGE CONCEPT PLAN	SHEET NO. 11 OF 11

APR 19 2018

EXHIBIT 2

Ekh. B  
NEW

SPECIAL PLANNING DISTRICT NO. 1

"SPD-1"

DEVELOPMENT GUIDELINES

C.1. PURPOSE

The purpose of this District is to implement the South Court Village Concept Plan as outlined in the Comprehensive Plan Update (1996) for the City of Medina. In the Comprehensive Plan the South Court Village area was identified as needing special zoning in order to protect the integrity of South Court Street and residential neighborhoods while still providing an appropriate neighborhood scale of commercial development to meet the needs of the residents in this area.

C.2 STATUS OF USES

Uses within each of the SPD-1 Subdistricts as depicted on the South Court Village Conceptual Development Plan (Exhibit "C-1") shall be governed by this section. The location of these uses shall be based on the South Court Village Conceptual Development Plan, see Figure 1. Uses shall be defined in Chapter 1105.

- (A) SPD-1 Subdistrict "A". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Commercial Uses permitted or conditionally permitted in the C-3 General Commercial District shall be principally permitted use in SPD-1 Subdistrict "A" with the exception of the following uses, which shall be prohibited: major motor vehicle repair, motor vehicle sales, crematorium, and sexually oriented business. Retail business square footage requirements found in the C-3 General Commercial District shall not apply and building footprint size for all uses shall be regulated by §C.2(A)(3) of these Development Guidelines. Numerical identification for uses in §1137.04 corresponding to specific standards in §1153.04(a) shall apply.
  - (2) Lot and Yard Requirements
    - (a) None: However, spacing of proposed buildings will be reviewed during site plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
  - (3) Building Requirements
    - (a) Building height shall not exceed 35 feet.
    - (b) The building footprint shall not exceed 78,000 square feet for one large "Grocery Anchor" retail building. The rest of the buildings shall have building footprints no larger than 40,000 square feet for multi-tenant buildings and 15,000 sq. ft. for single-tenant buildings.
    - (c) The total square footage in Subdistrict "A" shall not exceed a floor area ratio (FAR) of .35.
    - (d) The impervious surface ratio in Subdistrict "A" shall not exceed .75 ISR.
- (B) SPD-1 Subdistrict "B". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Commercial Uses permitted or conditionally permitted in the C-1 Local Commercial District shall be principally permitted use in SPD-1 Subdistrict "B" with the exception of the following uses, which shall be prohibited: Bar or tavern, bed and breakfast inn,

hospital, restaurant, and motor vehicle filling station. Numerical identification for uses in §1133.04 corresponding to specific standards in §1153.04(a) shall apply.

- (2) Lot and Yard Requirements
  - (a) None: However, spacing of proposed buildings will be reviewed during plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
  - (a) Building height shall not exceed 35 feet.
  - (b) Buildings shall be compact and small scale.
  - (c) Each building footprint shall not exceed 20,000 square feet.
  - (d) The total square footage in Subdistrict "B" shall not exceed a floor area ratio (FAR) of .30.
  - (e) The impervious surface ratio in Subdistrict "B" shall not exceed .60 ISR.
- (C) SPD-1 Subdistrict "C". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Medium Density Residential: row houses, townhouses, duplexes, single family homes, apartment building.
  - (2) Accessory-Uses
    - (a) Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses on the same lot therewith. This would include decks, open porches, patios or terraces which are permitted to extend up to 10 feet into the rear yard.
  - (3) Lot Requirements
    - (a) Minimum lot width (feet) at building line per dwelling shall be 40 feet.
    - (b) Minimum lot width (feet) at building line per dwelling shall be 23 feet for attached dwellings.
  - (4) Yard Requirements
    - (i) Detached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: five feet.
    - (ii) Attached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: zero feet between attached units.
  - (5) Building Height
    - (a) Maximum building height shall be thirty-five feet.
  - (6) Land Use Intensity
    - (a) The number of dwelling units per acre shall not exceed 8.
  - (7) Each building consisting of two or more attached units shall be situated so that there exists:
    - (a) A minimum of ten (10) feet between the buildings where two side yards meet.
    - (b) A minimum of thirty (30) feet between the buildings where two rear yards meet.
    - (c) A minimum of twenty (20) feet between the buildings where two side yards of a building of attached units meets a rear yard of attached units.

C.3 LANDSCAPING STANDARDS

- (1) Each landscape plan shall address the functional aspects of landscaping such as drainage, provisions for shade, energy conservation, sound absorption, dust abatement, reduction of glare and screening.
- (2) A minimum seventy-five (75) foot landscaped buffer yard shall be required to buffer SPD-1 from adjacent residentially zoned properties to the north and west and shall be required to buffer

Subdistricts "A" and "B" from Subdistrict "C". The width of the buffer shall be measured from the adjacent property line and may include the Mast Parkway right-of-way.

Landscaped materials in the buffer yard shall incorporate sight blocking plant material such as evergreens or hedges at least six (6) feet in height, situated so as to provide an effective and permanent visual buffer.

- (3) Large, unbroken parking areas shall be avoided. Traffic or directional islands in combination with trees and plantings shall be used to divide large parking areas into smaller segments, (i.e.) 16 to 18 parking spaces between planting areas. The foregoing shall apply except for the Grocery Anchor parking area where traffic or directional islands in combination with trees and planting shall be used to divide large parking areas into smaller segments, (i.e.) 25 to 30 parking spaces between planting area.
- (4) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, parking blocks or other devices.
- (5) Where landscaping is used as screening it shall be opaque year round.
- (6) Landscape screening shall be of a height and density so that it provides the full desired effect within three years growing time.
- (7) All plants are to be living. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first.
- (8) The Owner of the property shall be responsible for the continued property maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
- (9) Once the open space buffer area between the residential and commercial/office areas has been approved and established as indicated on the Final Site Development Plan, it may not be used, disturbed or altered for any other purpose.

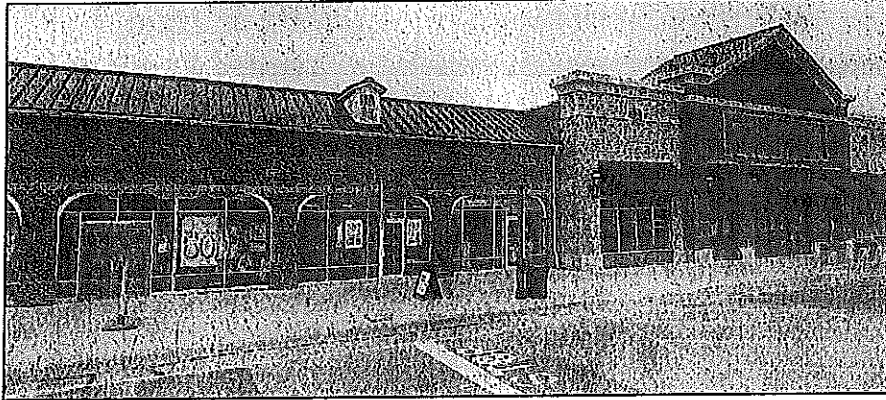
C.4 SIGNAGE

- (1) Signage in SPD-1 Subdistrict "C" shall conform to §1147.12.
- (2) Signage in SPD-1 Subdistricts "A" and "B" shall conform to general and administrative requirements found in Chapter 1147, and all signs in Subdistricts "A" and "B" shall conform to the following requirements:
  - (a) Changeable copy signs shall be prohibited.
  - (b) That exterior wall signs shall conform to §1147.14(d). The "Grocery Anchor" retail building as indicated C.2(A.)(3.)(b) of this document shall comply with wall sign area requirements of §1147.14(d) and shall be permitted up to five (5) total wall signs.
  - (c) That all internal streets shall be considered streets for the purposes of determining frontage and eligibility for additional sign area, in accordance with §1147.14(d).
  - (d) That one sign be permitted at the primary entrance to the development on S. Court Street, with a sign area not to exceed 60 square feet per side, a height not to exceed 8 feet, and a setback from the right-of-way not less than 20 feet.
  - (e) That one sign be permitted at the primary entrance to Subdistrict "A" on High Point Drive, with a sign area not to exceed 60 square feet per side, a height not to exceed 8 feet, and a setback from the right-of-way not less than 20 feet.
  - (f) That one sign be permitted near the intersection of S. Court Street and High Point Drive, with a sign area not to exceed 150 square feet per side, a height not to exceed 20 feet, and a setback from S. Court Street and High Point Drive rights-of-way not less than 20 feet.
  - (g) That no additional ground signs shall be permitted in Subdistrict "A".

C.5 GENERAL DESIGN STANDARDS

- (1) Consistency with the goals, policies and recommendations as set forth in the City of Medina Comprehensive Plan for the South Court Village.
- (2) Pedestrian access is important and sidewalks must be provided along streets. Walkways and bike paths are also encouraged.
- (3) The site should be developed with a compact combination of land uses, to maximize the amount of open space on the site.
- (4) Curb cuts, internal drives, parking areas and pedestrian walkways shall be arranged to promote safe and efficient movement within the site, between adjacent sites, and between the site and the adjacent thoroughfare system.
- (5) The interior circulation pattern and entrance onto S. Court Street should be designed to minimize impact on the S. Court St. traffic flow. In addition to Mast Parkway, one (1) additional access point onto S. Court Street for Subdistrict "A" is permitted, subject to the approval of ODOT.
- (6) There shall be up to three (3) access points onto High Point Drive for Subdistrict "A" and up to two (2) access points onto High Point Drive for Subdistrict "C". In Subdistrict "A", access drives on High Point Drive shall not exceed 80 ft. in width at the curb for the westernmost drive and 75 ft. in width at the curb for the middle and easternmost drives.
- (7) Large parking lots highly visible from the street are discouraged. Customer parking areas shall be conveniently accessible to building entrances and well screened and landscaped from the street and include islands and planting areas.
- (8) Service areas, refuse storage areas and other such areas shall be fully screened from view within the commercial/office developments and from adjacent development. Development plans shall indicate a separation of service traffic from customer traffic.
- (9) Refuse storage areas shall be screened from public view by at least a six foot high solid fence/wall.
- (10) The scale of new development should be compatible with surrounding architecture in relation to building materials and scale of buildings.
- (11) Once an architectural theme is initially established for Subdistricts "A" and "B", later phases of buildings constructed should reflect the same architectural theme.

- (12) Facades with street frontage or with public entrances shall incorporate a mix of exterior materials, varied rooflines, and design features. Design features include, but are not limited to, windows, wall projections, awnings, use of brick or stone, material or color accents, and decorative lighting fixtures. Facades with street frontage without design features are not permitted. An example of a permitted facade is found below in Figure 1:



*Figure 1*

- (13) All on-site utilities shall be located underground unless required by the utility to be otherwise located. This requirement shall not apply to existing above ground utilities adjacent to South Court Street.
- (14) A front facade shall be architecturally emphasized, although all sides of a building should be architecturally consistent with the front facade.
- (15) Windows with multiple window panes are preferred. Total shutter size should be equal to window size in Subdistrict "C".





**ORDINANCE NO. 14-24**

**AN ORDINANCE AUTHORIZING AN EXPENDITURE TO  
AKRON UNIFORM FOR THE POLICE DEPARTMENT**

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

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

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

**SEC. 2:** That the expenditure of \$40,000.00 is hereby authorized to Akron Uniform for police officer uniform needs and bulletproof vest purchases for the Police Department.

**SEC. 3:** That the funds to cover this expenditure are available in Account No. 106-0101-51131.

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

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 15-24**

**AN ORDINANCE ADOPTING A MULTI-USE PATH PLAN FOR THE CITY OF MEDINA, OHIO.**

**WHEREAS:** The City recently completed a Comprehensive Plan update which instructs the city to “prepare and adopt an Active Transportation Plan that prioritizes future projects to improve non-motorized transportation”; and

**WHEREAS:** In February of 2023, City Council authorized the use of ARPA funds to contract with the Envision Group to conduct a Multi-Use Path Plan; and

**WHEREAS:** At the December 14, 2023 Planning Commission meeting, the Commission unanimously recommended adoption of the Plan.

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

**SEC. 1:** That the Multi-Use Path Plan is hereby adopted for the City of Medina, Ohio.

**SEC. 2:** That a copy of the Multi-Use Path Plan is available in the Community Development Department and is also available online at [www.medinaoh.org](http://www.medinaoh.org) .

**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. 16-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ARCHITECT DESIGN SERVICES AGREEMENT WITH BRANDSTETTER CARROLL, INC. FOR THE MEDINA MUNICIPAL COURT RENOVATION.**

**WHEREAS:** On October 10, 2023, City Council passed Resolution No. 162-23 which created a Medina Municipal Courthouse Architect Review Committee who conducted the qualification-based selection process required in order to hire an architect for this work.

**WHEREAS:** The Committee determined through interviews and presentations that Brandstetter, Carroll, Inc. was the most qualified firm for the work.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute an Agreement with Brandstetter Carroll, Inc. for Architect Design Services for the Medina Municipal Court Renovation Project (City Job #1104).

**SEC. 2:** That the funds to cover the agreement in the estimated amount of \$720,000.00 are available in Account No. 169-0716-54412.

**SEC. 3:** That a copy of the 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**

 **AIA** Document B104<sup>®</sup> – 2017

ORD. 16-24  
EKH. A

**Standard Abbreviated Form of Agreement Between Owner and Architect**

AGREEMENT made as of the    day of    in the year

BETWEEN the Architect's client identified as the Owner:

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

and the Architect:

Brandstetter Carroll, Inc.  
1220 West 6<sup>th</sup> Street, Suite 300  
Cleveland, OH 44113

for the following Project:

Medina Municipal Court Renovations  
93 Public Square  
Medina, OH 44256

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

Project description as stated in Owner's Request for Qualifications dated October 6, 2023.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

- 1 General Liability  
Commercial General Liability -- Each occurrence \$1,000,000 Limit  
  
Medical Expense (any one person) \$10,000 limit  
General Aggregate \$2,000,000

Products – Comp/OP Aggregate \$2,000,000  
Excess/Umbrella Liability - Each occurrence \$5,000,000, Aggregate \$5,000,000

- .2 Automobile Liability  
Combined Single Limit (Each Accident) \$1,000,000
  
- .3 Workers' Compensation  
Bodily Injury by Accident \$500,000 each accident  
  
Bodily Injury by Disease \$500,000 each employee  
Bodily Injury by Disease \$500,000 Policy Limit
  
- .4 Professional Liability  
Ohio Stop Gap – Employers Liability \$1,000,000  
  
Professional Liability – Each Claim \$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the

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construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.4 Submittals**

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in



Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

The following Supplemental Services are included in the fees for Basic Services:

- Plumbing Engineer
- Technology Engineer
- Fire Protection Engineer
- Landscape Architect
- Cost Estimating

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Sixty ( 60 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-Six ( 26 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

Init.

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- .1 Termination Fee:  
As mutually agreed.

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- 2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:  
As mutually agreed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum

Seven Hundred Twenty Thousand Dollars (\$720,000.00).

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

Per hourly rate as identified in 11.7 or as negotiated.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Per hourly rate as identified in 11.7 or as negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	\$216,000.00
Construction Documents Phase	\$309,600.00
Construction Phase	\$194,400.00
<u>Total Basic Compensation</u>	<u>\$720,000.00</u>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

**BRANDSTETTER CARROLL, INC.  
ARCHITECTS STANDARD HOURLY RATES**

Employee or Category	Hourly Rate
Principal	\$250.00
Senior Registered Architect	\$250.00
Senior Registered Landscape Architect	\$200.00
Senior Professional Engineer	\$250.00
Registered Architect	\$175.00
Professional Architect	\$175.00
Landscape Architect	\$200.00
City Planner	\$110.00
Resident Inspector	\$110.00
Engineer-in-training	\$100.00
Intern Architect	\$80.00
Intern Landscape Architect	\$75.00
Engineering Designer	\$80.00
Auto CAD/GIS Operator	\$65.00
Drafter	\$60.00
Clerical	\$50.00

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**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of zero dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Exhibits: Fee Proposal Letter dated January 2, 2024.
- .3 Other documents:



This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

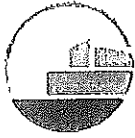
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Benjamin Brandstetter, President

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.



**BRANDSTETTER  
CARROLL INC**  
ARCHITECTS + ENGINEERS + PLANNERS

EXHIBIT A

January 2, 2024

2360 Chauvin Dr  
LEXINGTON  
KY 40517  
859.268.1933

255 Seven Farms  
Drive, Suite 300-A  
CHARLESTON  
SC 29492

17304 Preston Rd  
Suite 1075  
DALLAS  
TX 75252  
469.941.4926

308 East 8<sup>th</sup> St  
CINCINNATI  
OH 45202  
513.651.4224

1220 West 6<sup>th</sup> St  
Suite 300  
CLEVELAND  
OH 44113  
216.241.4480

City of Medina  
Attn: Patrick Patton  
City Engineer  
213 Sharkey Drive  
Niles, Ohio 44446

**RE: Medina Municipal Court FEE PROPOSAL – Professional Design Services**

Dear Mr. Patton,

Brandstetter Carroll (BCI) is pleased to submit the following proposal for professional design services for the Medina Municipal Courthouse Renovation. The scope of work outlined below is based on the RFQ issued by the City in October 2023 as well as our understanding of the project. In consideration of the fact that BCI has worked with the City and the Municipal Court for the past 5 years on the planning for the court facilities, we propose to follow the AIA B104 Standard Abbreviated Form of Agreement Between Owner and Architect. This form of agreement combines Schematic Design and Design Development into "Design Phase Services", allowing the project to move into Construction Documents sooner. Whether the City decides to utilize the traditional Design-Bid-Build procurement method or Construction Manager at Risk the scope and fees listed below will remain the same.

Professional Design Services include Architectural Design, Interior Finishes, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Electrical Engineering, Technology Engineering, Fire Protection Engineering, Landscape Architecture, and Cost Estimating.

The assumed Cost of the Work (construction cost) is \$8,000,000.00. The total fee for Professional Design Services is **\$720,000.00**.

**SCOPE OF SERVICES**

**Fees**

**Design Phase Services**

\$216,000.00

The Consultant will:

- Review the current concept plans with the Owner to verify they meet the desired parameters.
- Perform a regulatory code review.
- Develop plans, elevations, and details to represent the scope of the construction to a preliminary level.
- Identify exterior repair work that is necessary.
- Identify load estimates for heating, cooling, and electrical demand.
- Review desired technology systems with the Owner.
- Prepare narratives describing the proposed SMEPT/FP systems.
- Review construction and interior finish materials.
- Prepare preliminary written specifications.
- Deliver Design Documents to the Owner for review and approval.

- Prepare Construction Cost Estimate based on Design Documents.
- Facilitate review meetings with the owner.

**Construction Documents Phase Services**

\$309,600.00

The Consultant will:

- Prepare Construction Documents including:
  - Architectural plans, elevations, sections, details
  - Interior Finish plans, details
  - Structural plans, sections, details
  - Mechanical plans, schedules, details
  - Plumbing plans, schedules, details
  - Electrical plans, schedules, details
  - Technology plans, schedules, details
  - Fire Protection plans, schedules, details
  - Landscape planting plans, schedules, details
  - Written specifications
- Provide an updated Construction Cost Estimate
- Facilitate design review meetings with the Owner
- Assist the Owner in bidding by:
  - Assisting with bid document preparation
  - Facilitating a pre-bid conference
  - Preparing responses to bid questions as Addenda
  - Reviewing bids received

**Construction Phase Services**

\$194,400.00

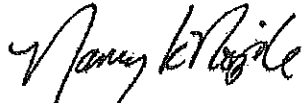
The Consultant will:

- Visit the site at regular intervals during construction. Anticipate 60 site visits.
- Respond to RFI's (Requests for Information)
- Review product submittals issued by the Contractor
- Review Contractor's certificates for Payment
- Review Change Order Requests submitted by the Contractor and prepare Change Orders as required
- Conduct a punch list walk-thru
- Issue Certificate of Substantial Completion
- Conduct a 1-year warranty walk-thru

**TOTAL FEE \$720,000.00**

BCI will prepare an AIA B104 Standard Abbreviated Form of Agreement Between Owner and Architect for review and execution.

Sincerely,  
Brandstetter Carroll Inc.



Nancy K. Nozik, AIA  
Vice President

**ORDINANCE NO. 17-24**

**AN ORDINANCE AMENDING SECTION 111.12 AND SECTION 111.16 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE RULES OF COUNCIL.**

**WHEREAS:** That Section 111.12 of the codified ordinances of the City of Medina, Ohio relative to Legislation; Council Business; Presentation and Procedure presently reads, in part, as follows:

**111.12 LEGISLATION; COUNCIL BUSINESS; PRESENTATION AND PROCEDURE.**

(g) It is deemed desirable that Council's consideration and finalization of the annual budget ordinance be completed prior to the budget appearing on the floor for final approval at the December meeting. It is understood, however, that minor amendments may be required at said meeting and it is agreed that such amendments may be proposed verbally.

(h) In the event a member of Council or the Administration desires to propose an extensive amendment to the annual budget ordinance being considered at the December meeting, it is in the best interest of Council that such proposal be complete in the following respects:

(1) Proposed amendments shall include complete budget control sheets for the affected budget areas. Indicated on said documents shall be a column showing fund amounts as proposed by title in the ordinance and a separate column indicating the proposed amended amounts by title. All totals shall be calculated for each area and column.

(2) Where two or more budget areas within the same department are proposed for amendment, there shall be, in addition to the information required in subsection (h)(1) hereof, a written summary explaining the impact of the proposed amendments. This summary shall also include a reconciliation of the proposed changes with the available funds and/or the clear definition of the sources of any additional revenues required to fund the proposed amendments. These requirements shall also apply to amendments which affect budget areas in more than one department.

(i) Proposed amendments and their accompanying documentation under subsection (h) hereof shall be provided to the members of Council, the Mayor, the Finance Director, the Council Clerk and all Directors whose budgets are affected at least twenty-four hours in advance of the Council meeting at which the amendments are to be proposed.

(j) Should there arise a dispute as to whether a proposed amendment constitutes a minor budget amendment (subsection (g) hereof) or an extensive amendment (subsection

A committee chairman should not request the Clerk of Council, or ~~her~~ their representative, to attend a committee meeting except for meetings of major importance.

(Ord. 12-80. Passed 1-28-80.)

**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; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** March 18, 2020

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 19, 2020

**SIGNED:** Dennis Hanwell  
Mayor

(h) hereof), such determination shall be made on a case by case basis by the majority vote of Council. (Approved 1-4-93)

(k) Special assessment public hearing. Before any legislative action is taken on a special assessment project, the legislative body shall hold a public hearing and shall give at least thirty days' notice of the time and place thereof in a newspaper of general circulation in the municipal corporation. The Clerk of Council shall, at least twenty days prior to the public hearing, notify by ordinary mail all record owners of each parcel of land to be assessed.

(1-3-94.)

**WHEREAS:** That Section 111.16 of the codified ordinances of the City of Medina, Ohio relative to Clerk of Council; Duties; Additional Compensation presently reads as follows:

**111.16 CLERK OF COUNCIL: DUTIES; ADDITIONAL COMPENSATION.**

(a) The Clerk of Council shall attend all meetings regular and special, record all proceedings in the minutes, prepare an agenda for every meeting, attend to all correspondences incidental to his office, attend to the codification of the ordinances, according to the system employed by the City, to perform such other duties as may be assigned to him by Council or are required by law.

(b) In addition to those duties imposed by law, by the Charter or otherwise by these Rules of Council, the Clerk of Council shall have the following duties:

(1) He shall forward to the members of Council, not less often than once each week, any correspondence, minutes or other materials which have been delivered to or accumulated at the City Hall.

(2) He shall maintain in the office of the President of Council a calendar of scheduled committee meetings and other functions requiring the official attendance of members of Council, and he shall to the extent possible, coordinate the scheduling of such matters in order to avoid conflicts of time, membership and facilities.

(3) At the request of any committee chairman he shall make himself, or his representative, available for committee meetings.

(4) No less often than once each three months he shall inquire of and report to all committee chairmen regarding the status of their committee records and minutes.

(Ord. 1-74. Passed 1-3-74.)

(c) Whenever the Clerk of Council, or her representative, attends a Council committee meeting to take minutes at the request of its chairman, and during other than regular business hours, she shall receive in addition to any other compensation, the sum of twenty dollars (\$20.00).

A committee chairman should not request the Clerk of Council, or her representative, to attend a committee meeting except for meetings of major importance.

(Ord. 12-80. Passed 1-28-80.)

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

**SEC. 1:** That Section 111.12 of the codified ordinances of the City of Medina, Ohio shall be amended to read in part as follows:

(g) It is deemed desirable that Council's consideration and finalization of the annual budget ordinance and 5-Year Budget process be completed prior to the budget appearing on the floor for final approval at the December meeting. It is understood, however, that minor amendments may be required at said meeting and it is agreed that such amendments may be proposed verbally. Reference Ord. 93-11, passed June 27, 2011 and Sections 115.01 and 115.02.

~~(h) In the event a member of Council or the Administration desires to propose an extensive amendment to the annual budget ordinance being considered at the December meeting, it is in the best interest of Council that such proposal be complete in the following respects:~~

~~(1) Proposed amendments shall include complete budget control sheets for the affected budget areas. Indicated on said documents shall be a column showing fund amounts as proposed by title in the ordinance and a separate column indicating the proposed amended amounts by title. All totals shall be calculated for each area and column.~~

~~(2) Where two or more budget areas within the same department are proposed for amendment, there shall be, in addition to the information required in subsection (h)(1) hereof, a written summary explaining the impact of the proposed amendments. This summary shall also include a reconciliation of the proposed changes with the available funds and/or the clear definition of the sources of any additional revenues required to fund the proposed amendments. These requirements shall also apply to amendments which affect budget areas in more than one department.~~

~~(i) Proposed amendments and their accompanying documentation under subsection (h) hereof shall be provided to the members of Council, the Mayor, the Finance Director, the Council Clerk and all Directors whose budgets are affected at least twenty four hours in advance of the Council meeting at which the amendments are to be proposed.~~

~~(j) Should there arise a dispute as to whether a proposed amendment constitutes a minor budget amendment (subsection (g) hereof) or an extensive amendment (subsection (h) hereof), such determination shall be made on a case by case basis by the majority vote of Council. (Approved 1-4-93)~~

~~(k)~~ (h) Special assessment public hearing. Before any legislative action is taken on a special assessment project, the legislative body shall hold a public hearing and shall give at least thirty days' notice of the time and place thereof in a newspaper of general circulation in the municipal corporation. The Clerk of Council shall, at least twenty days prior to the public hearing, notify by ordinary mail all record owners of each parcel of land to be assessed.

SEC. 2: That Section 111.16 of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

111.16 CLERK OF COUNCIL/DEPUTY CLERK OF COUNCIL: DUTIES; ~~ADDITIONAL~~ COMPENSATION.

(a) The Clerk of Council or their representative shall attend all meetings regular and special, record all proceedings in the minutes, prepare an agenda for every meeting, attend to all correspondences incidental to his office, attend to the codification of the ordinances, according to the system employed by the City, to perform such other duties as may be assigned to him by Council or are required by law. If there is a part-time Clerk of Council and a part-time Deputy Clerk of Council, the Clerk of Council may split up the Clerk of Council duties between them as directed by the Clerk of Council or President of Council.

(b) In addition to those duties imposed by law, by the Charter or otherwise by these Rules of Council, the Clerk of Council shall have the following duties:

(1) ~~He~~ They shall forward to the members of Council, not less often than once each week, any correspondence, minutes or other materials which have been delivered to or accumulated at the City Hall.

(2) ~~He~~ They shall maintain in the office of the President of Council a calendar of scheduled committee meetings and other functions requiring the official attendance of members of Council, and ~~he~~ they shall to the extent possible, coordinate the scheduling of such matters in order to avoid conflicts of time, membership and facilities.

(3) At the request of any committee chairman ~~he~~ they shall make ~~himself~~ themselves, or ~~his~~ their representative, available for committee meetings.

(4) No less often than once each three months ~~he~~ the Clerk shall inquire of and report to all committee ~~chairs men~~ regarding the status of their committee records and minutes.

(Ord. 1-74. Passed 1-3-74.)

~~(c) Whenever the Clerk of Council, or her representative, attends a Council committee meeting to take minutes at the request of its chairman, and during other than regular business hours, she shall receive in addition to any other compensation, the sum of twenty dollars (\$20.00).~~



**ORDINANCE NO. 18-24**

**AN ORDINANCE APPROVING THE THREE YEAR CAPITAL IMPROVEMENT PLAN FOR THE MEDINA COMMUNITY RECREATION CENTER AND AUTHORIZING THE EXPENDITURE OF THE CURRENT CASH BALANCE OF THE FUND TO THE MEDINA CITY SCHOOLS, IN ACCORDANCE WITH THE JOINT OPERATING AGREEMENT.**

**WHEREAS:** Ordinance No. 101-01, passed July 9, 2001 authorized the Joint Operating Agreement and Lease Agreement between the Board of Education of the Medina City School District and the City of Medina for the operation of the Medina Community Recreation Center; and

**WHEREAS:** Section 5.6 of the Operating Agreement establishes a Capital Improvement Fund specifically to address future capital needs; and

**WHEREAS:** Section 5.6 also specifies that the Capital Improvement Plan be recommended by the Advisory Committee before the beginning of each contract year and shall be approved by each party; and

**WHEREAS:** On January 11, 2024, the Recreation Advisory Committee approved the Capital Improvement Plan and expending of capital funds; and

**WHEREAS:** On January 8, 2024, the Finance Committee approved the plan.

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

**SEC. 1:** That in accordance with Section 5.6 of the Joint Operation Agreement between the Board of Education of the Medina City School District and the City of Medina, the Capital Improvement Plan for the Medina Community Recreation Center is hereby approved.

**SEC. 2:** That a copy of the Plan is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That the expenditure to Medina City Schools of \$251,549.20 is hereby authorized, and the funds are available in Account Number 575-0350-54420.

**SEC. 4:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 5:** 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. 6:** 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. 19-24**

**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:

- \$60,000.00 from (001) General Fund to (129) OHTF State Grant fund

**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. 20-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,  
PASSED NOVEMBER 28, 2023. (Amendments to 2024 Budget)**

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

**SEC. 1:** That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
115-0610-53313	2,785.00 *
104-0301-54413	2,000.00 *
001-0210-53313	93.16 *
152-0101-52211	44,651.97 *
001-0707-56615	60,000.00 *
129-0463-52215	60,000.00 *
001-0707-53315	1,000.00 *

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

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

\* - new appropriation

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**