

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

November 12, 2019 (Tuesday)
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (October 28, 2019)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Introduction of visitors.

Introduction and consideration of ordinances and resolutions.

Ord. 173-19

An Ordinance authorizing the Mayor to enter into an amended Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District, and Repealing Ordinance No. 94-19, passed June 24, 2019.

Ord. 174-19

An Ordinance amending Section 133.01, Association Memberships of the Codified Ordinances of the City of Medina, Ohio relative to the Police Department Chaplain.

Ord. 175-19

An Ordinance amending Ordinance No. 135-19, passed September 9, 2019, authorizing a payment to GB Hawk Construction Co. for the Private Home Rehabilitation at 3 Circle Drive, Medina as part of the PY18 CHIP Grant Program.
(emergency clause requested)

Ord. 176-19

An Ordinance authorizing the Mayor to enter into a Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.

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Ord. 177-19

An Ordinance authorizing the expenditure of \$20,000.00 to the Medina County Office of Older Adults for meals and related services for the year 2020.

Ord. 178-19

An Ordinance amending Ordinance No. 95-18, passed June 11, 2018, authorizing bids and awarding a contract for the Champion Creek Multi-Purpose Path and Streetscape Project.

Ord. 179-19

An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement with Leon and Ella Mae Brown for the purchase of the house and land at 364 Foundry Street.

Ord. 180-19

An Ordinance authorizing the expenditure of \$9,500.00 to Medina Excavating for the demolition and removal of the building located at 364 Foundry Street, Medina.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, October 28, 2019

Opening:

Medina City Council met in regular, open session on Monday, October 28, 2019. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, Chief Painter, Kimberly Marshall, Dan Gladish, Janson Wehrley and Jonathan Mendel.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on October 15, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to the Council meeting this evening and will meet again in two weeks.

Health, Safety & Sanitation Committee: Mr. Simpson had no report. Had meeting of the Fire District Committee on October 22nd.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report. He scheduled a meeting on the Comprehensive Plan – Feeding Wild Animals for November 19th at 5:30 p.m.

Streets & Sidewalks Committee: Mr. Heffinger reported a grant they are working on for the lighting project on Reagan.

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

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

19-188-10/28 – Rollover Advances / Advance Request

19-189-10/28 – Budget Amendments

19-190-10/28 – Expenditure Over \$15,000 – Health & Fitness Equipment Center

19-191-10/28 – Amend Contract Deadline, 347 N. Huntington St.

19-192-10/28 – Amend Res. 17-19, Reagan Pkwy. Multipurpose Trail Grant

19-193-10/28 – Northrup Trail Easement Agreement

19-194-10/28 – Amend Code 133.01-Association Memberships – Police

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19-195-10/28 – Amend Ord. 135-19, CHIP Rehab – 33 Circle Drive
19-196-10/28 – Ohio Historic Preservation Office Agreement – HUD Funds
19-197-10/28 – Land Acquisition / Demolition – 364 Foundry St.
19-198-10/28 – 2020 Contribution to Medina County Office of Older Adults
19-199-10/28 – Rezone 1088 S. Court Street – R-3 to C-1
19-200-10/28 – Amend Ord. 95-18 re: Champion Creek Multipurpose Path Project
19-201-10/28 – Discussion – County Court

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported

- 1) Parking Deck - Construction of parking deck south of Medina City Hall commenced the week of Labor Day. Long term lots will be available at Castle Noel lot; Feckley lot on north side of Thyme2; County Courthouse parking deck; County Administration lot extension off E. Liberty Street; parking lot between W. Liberty and W. Washington with Huntington bank drive through; Muni Court lot is available on weekends and evenings; 3 hour lots were established at open areas of lot between Sullys' and Porters as well as lot at the southeast corner of Elmwood and W. Liberty. Customer parking along West Friendship adjacent to Medina Co. Historical Society. 2 handicap spaces outside northwest doors of Medina City Hall.
- 2) Utility drop boxes moved to Municipal Court lot; working on getting post office to move their box to Municipal Court lot too; mini library was placed at 3 hour lot at southeast corner of Elmwood and W. Liberty;
- 3) Halloween Trick or Treat will be Thursday, October 31st, 2019 from 6 p.m. – 8 p.m.
- 4) Annual Veteran's Day free concert by Medina Community Band at St. Francis Church, 606 East Washington St., Wednesday, November 13th at 7 p.m. Theme this year will be "Celebrating the Patriots." All are encouraged to bring a non-perishable food item to support the St. Vincent DePaul Society.

Keith Dirham, Finance, Mr. Dirham reminded residents to support the renewal and increase levy for Emergency Medical Services. The City splits this operation with the two townships of Medina Township and Montville Township. It is a partnership between them. We pay our City's share through this levy. The reason for the increase is this levy has not been increased in 20 years and with the property tax levy, we do not get inflationary increases on the collections and actually collections are less now than they were 20 years ago because the State has changed some things with the property tax. Costs have increased substantially for the Life Support Team, some of the equipment they use is a lot more expensive. He stated he hopes that all will support this levy.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Department, Wanted to recognize two officers in his department. Officer Derrick Crooks leads the department in traffic and OVI enforcement. Derrick is a member of Medina Criminal Task Force and a Field Trainer and has been with the department since 2014. Officer Mike Wovna leads the department in traffic and drug enforcement. Mike teaches OVI

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intervention and has been with the department since 2014.

Kimberly Marshall, Economic Development Director, reported a ribbon cutting for Foundry Social located at 333 Foundry St. on Friday, November 8th at 4:30 p.m.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Rec. Center Director, reported the Medina Youth Basketball skills testing and registration is coming up next week in early November. Please see our new brochure or go online to review dates and times for each grade at www.medinarec.org.

The facility is in dire need of lifeguards and just recently raised the pay to \$9.46 an hour. The position includes OPERS and a very flexible schedule. We can train or if you are already certified, please fill out an application online or in person, at the recreation center.

The next Rec Advisory Committee meeting is Thursday, November 21st at 7:30 a.m. at the Rec.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported that West Smith Street opened this morning but is not complete and will still have partial lane closures.

Nino Piccoli, Service Director, reported their asphalt contractor is mobilizing to resurface the intersection of S. Court and Lafayette Wednesday, October 30th. There was significant damage to this area resulting from a water break. The plan is to maintain traffic on S. Court St. both north and south one lane only. Vehicles will not be permitted to travel on Lafayette to get through the S. Court intersection. Detour signs will be posted tomorrow. This work should be one day only with intersection being completely reopened by rush hour weather dependent.

The Leaf Program is currently running two trucks operating from east to west. As volumes increase they will add a third truck to assist. Residents need to rake their leaves to the curb, not into the street.

Notices, Communications and Petitions

There were none.

Unfinished Business:

There is none.

Introduction of Visitors:

Valerie Freeman -- AMODF (Abusive Mindset of Dysfunctional Families) Women's group to

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bring restoration to healthy family structure. For ages 16 and up. Hope Recovery every Thursday from 6 p.m. – 7:30 p.m. and asking for Council's support. Email for information: 1000praying@gmail.com . They are located at 200 Highland Drive, Medina, Ohio 44256.

Jeff Fetton resides at 232 Northland Drive spoke in support of the 1 Mill Levy for Human Services.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 159-19:

An Ordinance authorizing the expenditure to Software Solutions for update to the City's current financial software. Mr. Shields moved for the adoption of Ordinance/Resolution No. 159-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 159-19 passed by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

Ord. 160-19:

An Ordinance authorizing the payment to Absolute Construction for the Private Home Rehabilitation at 603 S. Broadway, Medina, Ohio as part of the PY18 CHIP Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 160-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 160-19, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb. The roll was called and Ordinance/Resolution No. 160-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

Ord. 161-19:

An Ordinance authorizing the payment of \$5,000.00 to the Medina Metropolitan Housing Authority for operation of the Emergency Housing Assistance Program (EHAP). Mr. Shields moved for the adoption of Ordinance/Resolution No. 161-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 161-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Res. 162-19: A resolution amending Section 4 of Resolution 178-07, passed November 13, 2007, relative to Community Reinvestment Area #1, designating an Alternate Housing Officer. Mr. Shields moved for the adoption of Ordinance/Resolution No. 162-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 162-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Ord. 163-19:

An Ordinance repealing Ordinance No. 193-14, passed November 24, 2014 and Ordinance No. 129-16 passed September 27, 2016, relative to the Job Creation Grant Agreement for Medina Plating and Powder. Mr. Shields moved for the adoption of Ordinance/Resolution No. 163-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 163-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Res. 164-19:

A Resolution accepting the Amounts and Rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor. Mr. Shields moved for the adoption of Ordinance/Resolution No. 164-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 164-19, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields. The roll was called and Ordinance/Resolution No. 164-19 passed by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Ord. 165-19:

An Ordinance amending Section 31.02(E) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Salary Schedule for Part-Time Employees of the Medina Community Recreation Center affected by the Ohio Minimum Wage increase. Mr. Wright reported this is their annual increase and changes to their part-time pay scale to adjust for the mandatory minimum wage increase from \$8.55 to \$8.70 an hour for 2020. Mr. Shields moved for the adoption of Ordinance/Resolution No. 165-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 165-19 passed by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

Ord. 166-19:

An Ordinance amending Ordinance 114-19, passed July 31, 2019 relative to the Design-Build Contract with CPS Construction, Inc. for the construction of a City Hall Parking Structure. Mr. Shields moved for the adoption of Ordinance/Resolution No. 166-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 166-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

Ord. 167-19:

An Ordinance authorizing the increase of the expenditure to Lake County Sewer Co. to \$65,000 for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 167-19, seconded by Mr. Simpson. Nino Piccoli stated for the past three years they have increased the budget amount for a contractor performing the work on our storm sewer system. The list has been whittled down from over 200 locations. This increase will allow for the cleaning and grouting of defective areas that are difficult to excavate and repair. The roll was called and Ordinance/Resolution No. 167-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

Ord. 168-19:

An Ordinance amending Sections 31.05, 31.02(E) and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to creating a new Medina Community Recreation Center Part-Time position – Facility Attendant, amending Pay Code for Building Monitors, and accepting the Job Description of Facility Attendant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 168-19, seconded by Mr. Simpson. Mike Wright stated this is for an additional part-time position to the facility starting in January 2020 to encompass job duties of the front desk and fitness room attendants. The addition was added with their existing budget and does

not require additional funding. This Facility Attendant will help better serve patrons. The second part for the Building Monitor increase is to keep a differential between part-time staff and the staff who assists in supervising all part-time positions and this is within the existing rec center budget. The roll was called and Ordinance/Resolution No. 168-19 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

Ord. 169-19:

An Ordinance accepting a Street Dedication Plat dedicating Commerce Drive and creating new Medina City Lots 9105, 9106, and 9107. Mr. Shields moved for the adoption of Ordinance/Resolution No. 169-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 169-19 passed by the yeas votes of

Ord. 170-19:

An Ordinance authorizing the Finance Director to make certain fund advances and to rollover certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 170-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 170-19 passed by the yeas votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Ord. 171-19:

An Ordinance amending Ordinance No. 195-18, passed December 10, 2018. (Amendments to 2019 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 171-19, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 171-19 passed by the yeas votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Res. 172-19:

A Resolution amending Resolution No. 17-19, passed January 28, 2019, relative to the Application for Grant Assistance from the Ohio Department of Natural Resources Office of Real Estate. Mr. Shields moved for the adoption of Ordinance/Resolution No. 172-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 172-19, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher. The roll was called and Ordinance/Resolution No. 172-19 passed by the yeas votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson.

Council Comments:

Mr. Simpson spoke of Election Day and how it's your right and duty to vote. As always – be kind to one another.

Mr. Starcher spoke of the LST Levy with support.

Mr. Lamb reported on the Laundry Program and it's fascinating progression. He thanked North Court Laundry, Drug Mart, Nicole Harris, Ohio Guidestone, UCC Congregational Church and Jessica Peterson for fundraisers. There have been over 800 loads of laundry since starting.

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Adjournment:

There being no further business before Council, the meeting adjourned at 8:11 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 173-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED DECLARATION OF MUTUAL EASEMENTS AND COOPERATION AGREEMENT WITH THE BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT, AND REPEALING ORDINANCE NO. 94-19, PASSED JUNE 24, 2019.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Amended Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District for the Reagan Park / Eliza Northrop Connector Trail Project.
- SEC. 2:** That a copy of the amended Declaration of Mutual Easements and Cooperation Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That Ordinance No. 94-19, passed June 24, 2019 be and the same is hereby repealed.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 173-19

**DECLARATION OF MUTUAL EASEMENTS
AND COOPERATION AGREEMENT**

This Declaration of Mutual Easements and Cooperation Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2019, by and between the **Board of Education of the Medina City School District**, a City School District and political subdivision of the State of Ohio ("School"), and the **City of Medina**, Medina County, Ohio, a political subdivision of the State of Ohio ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. City is the owner of approximately 182.77 acres of real property located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-11-101 (the "City Property"). The City Property is more fully described in Exhibit A, attached hereto and incorporated herein by reference. The City Property is part of Reagan Park.

B. The School is the owner of approximately 7.4516 acres of real property which is located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-07-086 (the "School Property"). The School Property is more fully described in Exhibit B, attached hereto and incorporated herein by reference. Eliza Northrop Elementary School is located on the School Property.

C. City has agreed to convey an easement across a portion of the City Property to School. This easement shall be used for School's construction and ongoing use of a connector trail between the existing parking lot at Eliza Northrop Elementary School and a parking lot at Reagan Park, for the mutual benefit of the Parties. The Parties further wish to convey mutual easements to each other for the use of the parking lots on their respective properties, which will be connected by the trail.

D. The easement area is depicted in a survey prepared by Environmental Design Group which is attached hereto at Exhibit C and incorporated herein by reference (the "Easement Area"). The easement area shall encompass 0.6173 acres and is more fully described in Exhibit D, attached hereto and incorporated herein by reference (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **The Connector Trail**

- A. Installation of Connector Trail. School, at its sole expense, shall install a trail for the purpose of pedestrian ingress and egress in the Easement Area ("the "Connector Trail") between the parking lot on the City Property which is identified on Exhibit C and the parking lot on the School Property. The materials used for the Connector Trail, the timeline for construction of the Connector Trail, and the precise location of the Connector Trail within the Easement Area shall be agreed to by the Parties before the commencement of construction.
- B. Grant of Easement. City hereby grants a permanent, non-exclusive easement upon, across and over the Easement Area to School, and its tenants, licensees, and invitees for the purposes stated herein. The Parties, their tenants, licensees, and invitees, shall each have the right to use and enjoy the Easement Area, including the Connector Trail, for the purpose of pedestrian ingress and egress to and from the School Property and the City Property. This Connector Trail easement shall also include the right to make all necessary repairs, maintenance and replacement of the Connector Trail.
- C. Maintenance. All maintenance (including snow removal), repair, and replacement of the Connector Trail, shall be performed by School at its sole expense, unless it is determined that the maintenance, repair, or replacement is due to the negligence of City, its tenants, licensees or invitees. In such event, the maintenance, repair, or replacement shall be at City's expense. The Connector Trail shall at all times be kept and maintained in a good condition and state of repair.

2. **Parking Lots**

- A. Grant of Parking Easement. School grants to City a permanent, non-exclusive easement upon, across and over the parking lot located on the School Property for the limited purpose of allowing the City's park patrons, who wish to utilize the Connector Trail, to park vehicles in or otherwise traverse across the School's parking lot.

City grants to School, its tenants, licensees, or invitees, a permanent, non-exclusive easement upon, across and over the parking lot located on the City Property. The purpose of this easement is to allow School to access the City parking lot in order to perform any needed maintenance, repairs, or replacements in the Easement Area and to provide additional vehicular parking for School's use.

The parking lot owned by City shall be subject to reasonable regulation and control by City. City may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as City, in its sole discretion, deems appropriate. City shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by City.

Similarly, the parking lot owned by School shall be subject to reasonable regulation and control by School. School may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as School, in its sole discretion, deems appropriate. School shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by School.

3. **Use of School Property During School Hours**

Notwithstanding anything to the contrary herein, the School reserves the right to restrict use of the parking lot located on the School Property and to restrict access from the School Property to the Connector Trail during school hours in the School's sole discretion.

4. **Termination of Easements**

Notwithstanding anything to the contrary herein, if either School or

City transfers, sells, or conveys their respective properties, or any part of their respective properties, to a third party, the non-transferring party shall have the option of unilaterally terminating this Easement. If the non-transferring party elects to terminate this Easement, it shall record a "Notice of Termination of Easement" and provide a copy of the notice to the other party. This Agreement may also be terminated by the recording of a release, executed by the Parties.

5. **Insurance**

Each Party benefitting from the easements granted by this Agreement shall ensure that they maintain adequate policies of insurance on their respective properties that contain a provision protecting the insured from any and all liability resulting from the use of the easements granted by this Agreement by that Party, its licensees, invitees or agents.

6. **Successors and Assigns**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.

[Signature Page to Follow]

Executed by the Board of Education of the Medina City School District,
by Ron Ross, its President on _____, 2019.

Board of Education of the
Medina City School District

By: Ron Ross

Its: President

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by Ron Ross, President of the Board of Education of the
Medina City School District.

Notary Public

Executed by the City of Medina, by Dennis Hanwell, its Mayor on
_____, 2019.

City of Medina

By: _____

Dennis Hanwell

Its: Mayor

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by Dennis Hanwell, Mayor of the City of Medina.

Notary Public

This instrument prepared by:
Amy L. Demlow
Critchfield, Critchfield & Johnston, Ltd.
4996 Foote Road
Medina, Ohio 44256

EXHIBIT A
CITY PROPERTY

Situated in the Township of Medina, County of Medina and State of Ohio: and known as being part of Original Medina Township Lot No. 59 and bounded and described as follows; Beginning at the intersection of the center lines of Weymouth Road (S.R. 3) and Huffman Road (C.H. 141); Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 1385.50 feet to the Principal Place of Beginning; Thence continuing South $46^{\circ}-32'-30''$ West, a distance of 103.37 feet to a point in the center line of Granger Road (C.H. 21); Thence South $22^{\circ}-35'-30''$ West, a distance of 111.50 feet to a point; Thence South $60^{\circ}-17'-30''$ West, a distance of 54.00 feet to a point; Thence South $78^{\circ}-08'-30''$ West, a distance of 61.80 feet to a point; Thence South $46^{\circ}-32'-30''$ West, a distance of 38.10 feet to a point; Thence North $82^{\circ}-34'-34''$ West, a distance of 460.00 feet to a point in the center line of said Weymouth Road; Thence along the arc of a curve deflecting to the right, having a radius of 955.37 feet and a chord of 23.80 feet bearing North $80^{\circ}-19'-41''$ East, a distance of 23.80 feet to a point in the center line of said Weymouth Road; Thence North $81^{\circ}-02'-30''$ East, along the center line of said Weymouth Road, a distance of 487.70 feet to a point; Thence along the arc of a curve deflecting to the left, having a radius of 383.06 feet and a chord of 227.19 feet bearing North $63^{\circ}-47'-30''$ East, a distance of 230.66 feet to the Principal Place of Beginning, said described parcel of land contains 1.094 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, November 20, 1967, be the same more or less, but subject to all legal highways.

Situated in the Township of Medina, City of Medina, County of Medina, and State of Ohio, and known as being part of Original Medina Township Lot Nos. 49, 50, 59, 60 and 1844 and bounded and described as follows; Beginning at the Northeast corner of said Original Lot No. 59, said point also being a point in the center line of Huffman Road (C.H. 141); Thence South $0^{\circ}-54'-39''$ East, along the center line of said Huffman Road, a distance of 350.47 feet to the intersection of the center line of Weymouth Road (S.R. 3); Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 579.40 feet to a point; Thence North $43^{\circ}-27'-30''$ West, a distance of 330.00 feet to a point; Thence South $46^{\circ}-32'-30''$ West, a distance of 375.00 feet to a point; Thence South $43^{\circ}-27'-30''$ East, a distance of 330.00 feet to a point in the center line of said Weymouth Road; Thence South $46^{\circ}-32'-30''$ West, along the center line of said Weymouth Road, a distance of 431.10 feet to a point; Thence along the center line of said Weymouth Road and the arc of a curve deflecting to the right, having a radius of 383.06 feet and a chord of 227.19 feet bearing South $63^{\circ}-47'-30''$ West, a distance of 230.66 feet to a point; Thence South $81^{\circ}-02'-30''$ West, along the center line of said Weymouth Road, a distance of 94.19 feet to a point; Thence North $6^{\circ}-19'-04''$ East, along the East line of a parcel of land conveyed to LeMoyne and Jana Taylor by deed recorded in Volume 331, Page 331 of Medina

County Deed Records, a distance of 398.82 feet to a point; Thence South 86°-26'-10" West, a distance of 982.78 feet to a point in the Easterly line of a parcel of land conveyed to James P. and Mae R. Janoviak by deed recorded in Volume 250, Page 544 of Medina County Deed Records; Thence North 27°-14'-23" West, along the East line of land so conveyed to James P. and Mae R. Janoviak, a distance of 385.54 feet to the Northeast corner thereof; Thence South 89°-37'-30" West; along the North line of land so conveyed to James P. and Mae R. Janoviak a distance of 260.00 feet to a point in the West line of said Original Lot No. 59; Thence South 0°-01'-35" East, along the West line of said Original Lot No. 59, a distance of 1023.81 feet to a point in the northeasterly line of a parcel of land conveyed to Dean and Wilma Hayward by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'-30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, by deed recorded in Volume 340, Page 284 of Medina County Deed Records; Thence North 45°-20'-30" West, along the Northeasterly line of land so conveyed to Dean and Wilma Hayward, a distance of 98.79 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°-20'-30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 150.00 feet to the Northwest corner thereof; Thence South 45°-20'-30" East, along the Southwesterly line of land so conveyed to Dean and Wilma Hayward, a distance of 400.00 feet to a point in the center line of said Weymouth Road, a distance of 61.30 feet to the Southeast corner of a parcel of land conveyed to Kenneth C. and Virginia B. McLaughlin by deed recorded in Volume 248, Page 145 of Medina County Deed Records; Thence North 43°-26'-30" West, along the Northeasterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to the Northeast corner thereof; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 346.10 feet to the Northwest corner thereof; Thence South 43°-26'-30" East, along the Southwesterly line of land so conveyed to Kenneth C. and Virginia B. McLaughlin, a distance of 521.10 feet to a point in the center line of said Weymouth Road; Thence South 46°-33'-30" West, along the center line of said Weymouth Road, a distance of 753.90 feet to the Southeast corner of a parcel of land conveyed to Charles F. and Nellie M. Beers by deed recorded in Volume 295, Page 436 of Medina County Deed Records; Thence North 49°-52'-00" West, along the Northeasterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 438.30 feet to a point; Thence South 46°-33'-30" West, along the Northwesterly line of land so conveyed to Charles F. and Nellie M. Beers, a distance of 100.00 feet to a point in the Northeasterly line of a parcel of land conveyed to Joe B. and Lorena Comer by deed recorded in Volume 201, Page 431 of Medina County Deed Records; Thence North 49°-52'-

00" West, along the Northeasterly line of land so conveyed to Joe B. and Lorena Comer, a distance of 348.02 feet to a point in the Corporation Line of the City of Medina; Thence North 0°-53'-32" East, along the Corporation Line of the City of Medina, a distance of 380.60 feet to a point; Thence North 43°-25'-41" East, along the Corporation Line of the City of Medina, a distance of 425.79 feet to a point; Thence North 0°-41'-32" West, along the Corporation Line of the City of Medina, a distance of 1595.01 feet to a point; Thence North 44°-58'-41" East, along the Corporation Line of the City of Medina, a distance of 167.15 feet to a point in the South Line of said Original Lot No. 49; Thence South 89°-58'-41" West, along the South line of said Original Lot No. 49, a distance of 58.58 feet to the Southeast corner of a parcel of land to John Bohaty by deed recorded in Volume 183, Page 318 of Medina County Deed Records; Thence North 1°-31'-20" West, along the East line of land so conveyed to John Bohaty, a distance of 1306.00 feet to a point; Thence North 36°-59'-47" West, along the East line of land so conveyed to John Bohaty, a distance of 122.97 feet to a point; Thence North 37°-15'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 138.00 feet to a point; Thence North 89°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 29.00 feet to a point; Thence North 4°-12'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 92.50 feet to a point; Thence North 18°-09'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 181.00 feet to a point; Thence North 20°-27'-20" East, along the East line of land so conveyed to John Bohaty, a distance of 83.00 feet to a point; Thence North 27°-37'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 127.00 feet to a point; Thence North 0°-32'-40" West, along the East line of land so conveyed to John Bohaty, a distance of 678.03 feet to a point in the Northerly line of said Original Lot No. 49; Thence North 89°-31'-55" East, along the North line of said Original Lot No. 49, a distance of 1144.25 feet to the Northeast corner thereof; Thence South 0°-12'-22" East, along the East line of said Original Lot No. 49, a distance of 987.12 feet to the Southwest corner of a parcel of land conveyed to John and Ruth Y. Mohr by deed recorded in the Volume 349, Page 256 of Medina County Deed Records; Thence North 89°-33'-23" East, along the Southerly line of land so conveyed to John and Ruth Y. Mohr, a distance of 2661.15 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of said Huffman Road, a distance of 47.44 feet to the Northeast corner of Reagan Subdivision recorded in Volume 12 of Plats, Page 14 of Medina County Records; Thence South 89°-20'-15" West, along the Northerly line of said Reagan Subdivision, a distance of 348.48 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, along the Westerly line of said Reagan Subdivision, a distance of 500.00 feet to a point in the Northerly line of a parcel of land conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 338, Page 420 of Medina County Deed Records; Thence South 89°-20'-15" West, along the Northerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 87.12 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, a distance of 140.00 feet to the Southwest corner of a parcel of land

conveyed to Melvin L. and Viola M. Scherz by deed recorded in Volume 340, Page 238 of Medina County Deed Records; Thence North 89°-20'-15" East, along the Southerly line of land so conveyed to Melvin L. and Viola M. Scherz, a distance of 435.60 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of Huffman Road, a distance of 60.00 feet to the Northeast corner of a parcel of land conveyed to Bessie Eiserlo by deed recorded in Volume 303, Page 609 of Medina County Deed Records; Thence South 89°-24'-15" West, along the Northerly line of land so conveyed to Bessie Eiserlo, a distance of 435.60 feet to the Northwest corner thereof; Thence South 0°-32'-45" East, along the Westerly line of land so conveyed to Bessie Eiserlo, a distance of 100.00 feet to a point in the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke by deed recorded in Volume 235, Page 601 of Medina County Deed Records; Thence South 89°-24'-15" West, along the Northerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2141.40 feet to the Northwest corner thereof; Thence South 14°-12'-45" East, along the Westerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 663.78 feet to the Southwest corner thereof; Thence North 89°-07'-15" East, along the Southerly line of land so conveyed to Alfred J. and Rose O. Gericke, a distance of 2420.25 feet to a point in the center line of said Huffman Road; Thence South 0°-32'-45" East, along the center line of said Huffman Road, a distance of 170.45 feet to the Northeast corner of said Original Lot No. 59 and the place of beginning, said described parcel of land contains 248.997 Acres of land, as survey by Allar and Hovanec, Engineers and Surveyors, September 5, 1967, be the same more or less, but subject to all legal highways.

There being 67.247 acres in Lot 49, 58.511 acres in Lot 50, 57.697 acres in Lot 59, 65.132 acres in Lot 60, .41 acres in Lot 1844.

EXHIBIT B
SCHOOL PROPERTY

Situated in the City of Medina, County of Medina and State of Ohio, known as the whole of Medina City Lot No. 9073 as shown by plat recorded in Plat Document No. 2008PL000013 of Medina County Recorder's Records, containing 7.4516 Acres of land, more or less subject to all legal highways and all covenants and agreements of record.

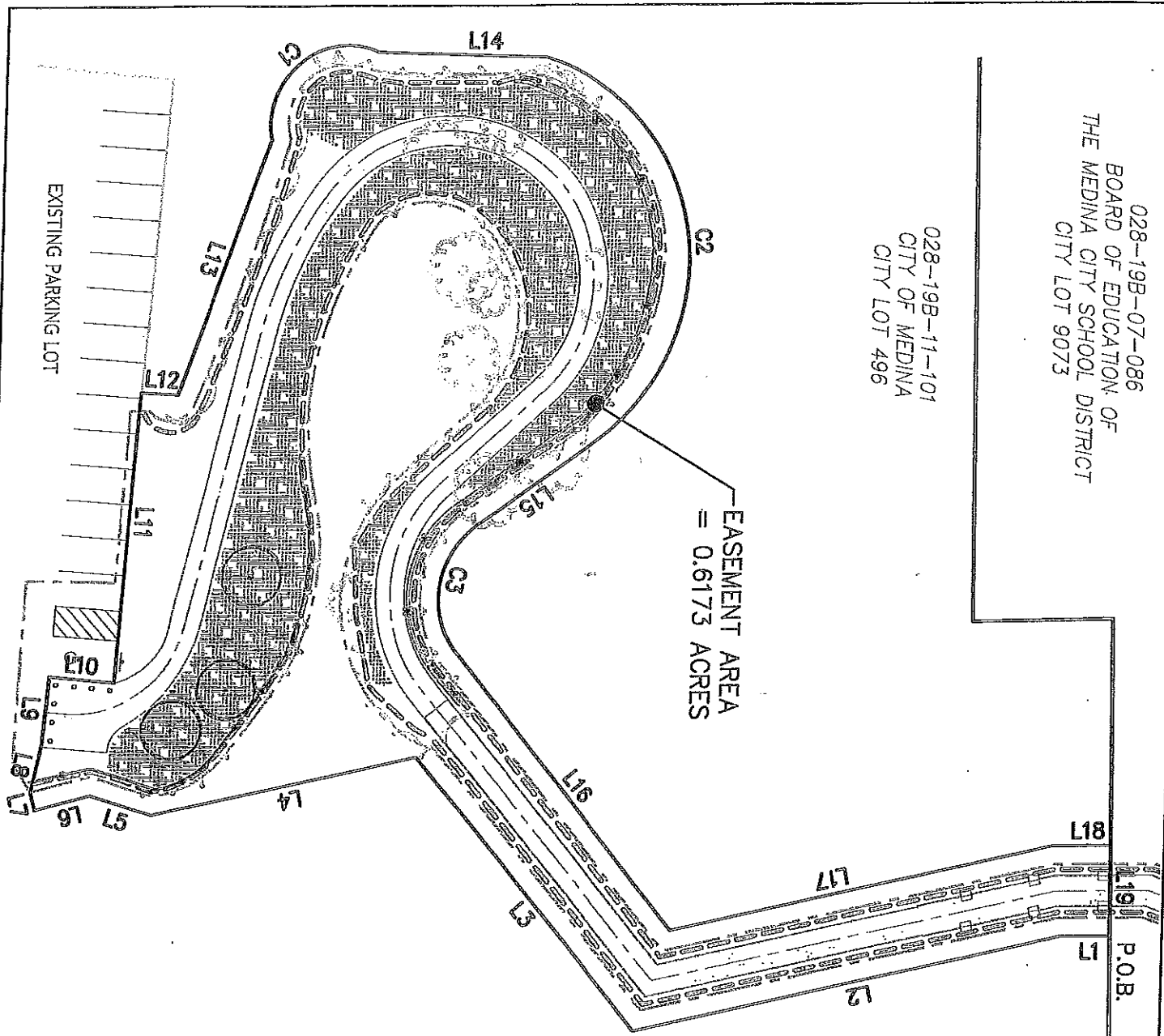
This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel, P.S. No. S-8007 by Rolling & Hocevar, Inc. in January 2008.

EXHIBIT C
SURVEY OF EASEMENT AREA

028-19B-07-086
 BOARD OF EDUCATION OF
 THE MEDINA CITY SCHOOL DISTRICT
 CITY LOT 9073

028-19B-11-101
 CITY OF MEDINA
 CITY LOT 496

EASEMENT AREA
 = 0.6173 ACRES



P.O.B.

MATCHLINE

S90°13'51"W
 264.97'

S55°27'29"N
 207.6'

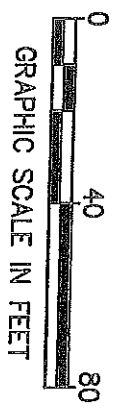
CITY LOT 496

CITY LOT 9073

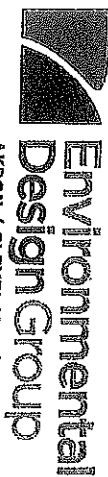
S35°05'12"W
 140.00'

P.O.C.
 EAST REAGAN
 PARKWAY

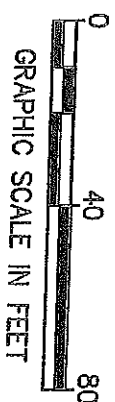
MATCHLINE



PREPARED BY:



AKRON / CLEVELAND / COLUMBUS
 HQ 450 GRANT ST., AKRON, OH 44311
 P 330.575.1390 / TF 800.835.1330
 W ENVDESIGNGROUP.COM
 EASEMENT 1 of 2



LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.41	S00° 05' 56"E
L2	118.12	S12° 04' 04"E
L3	95.48	S50° 29' 16"W
L4	73.59	S11° 53' 20"E
L5	17.63	S17° 10' 42"W
L6	15.54	S14° 21' 38"E
L7	5.00	S75° 38' 22"W
L8	12.35	N77° 40' 47"W
L9	18.86	N84° 57' 59"W
L10	17.94	N05° 06' 23"E
L11	77.74	N85° 50' 19"W
L12	9.86	N04° 09' 41"E
L13	72.06	N71° 07' 44"W
L14	45.69	N01° 47' 57"E
L15	36.44	S35° 08' 16"E
L16	96.98	N51° 06' 37"E
L17	105.85	N12° 04' 04"W
L18	15.68	N00° 05' 56"W
L19	24.35	N89° 13' 51"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	46.02	20.87	126°20'16"	N38° 53' 55"W	37.25
C2	128.44	58.30	126°13'53"	N80° 54' 10"E	103.99
C3	40.17	24.27	094°50'26"	S77° 20' 00"E	35.74

PREPARED BY:



**Environmental
Design Group**
AKRON / CLEVELAND / COLUMBUS
16450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

MEDINA CITY SCHOOL DISTRICT ELIZA NORTHROP TRAIL CONNECTOR

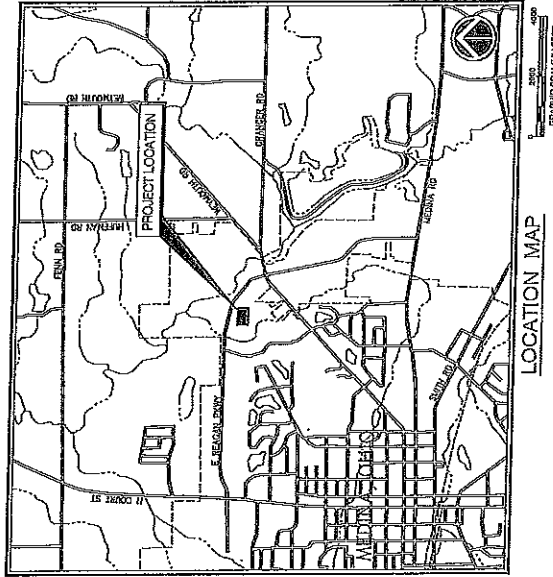
MEDINA COUNTY, OHIO
ISSUED: 05-13-2019

SITE PLAN LEGEND

- CENTER LINE CONSTRUCTION, BASELINE
- RIGHT OF WAY
- IRON PIPE
- MONUMENT BOX
- SIGN
- TREE OR SHRUB LINE
- EXISTING TREES TO BE PROTECTED
- EXISTING TREE TO BE REMOVED
- PROPOSED TREE
- EXISTING WETLAND TO BE PROTECTED
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- BOARDWALK ELEVATION
- EXISTING GRADE ELEVATION
- PROJECT LIMITS
- TREE PROTECTION
- SILT FENCE
- EROSION CONTROL MATTING

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES, SHALL APPLY TO THESE PLANS AND DOCUMENTS. THE SPECIFICATIONS LISTED IN THESE PLANS AND DOCUMENTS SHALL GOVERN THE WORK. THE ENGINEER SHALL BE CONSIDERED TO MEAN THE CITY ENGINEER AND/OR HIS REPRESENTATIVES.



INDEX OF DRAWINGS

TITLE SHEET	1
GENERAL NOTES & SPECIFICATIONS	2
TRAIL & BOARDWALK LAYOUT	3
SITE GRADING & STORMWATER POLLUTION PREVENTION PLAN	4
CONSTRUCTION DETAILS	5
	6

APPROVALS:

MEDINA CITY SCHOOL DISTRICT

DIRECTOR OF BUSINESS AFFAIRS _____ Date _____

PLANS PREPARED AND RECOMMENDED BY:

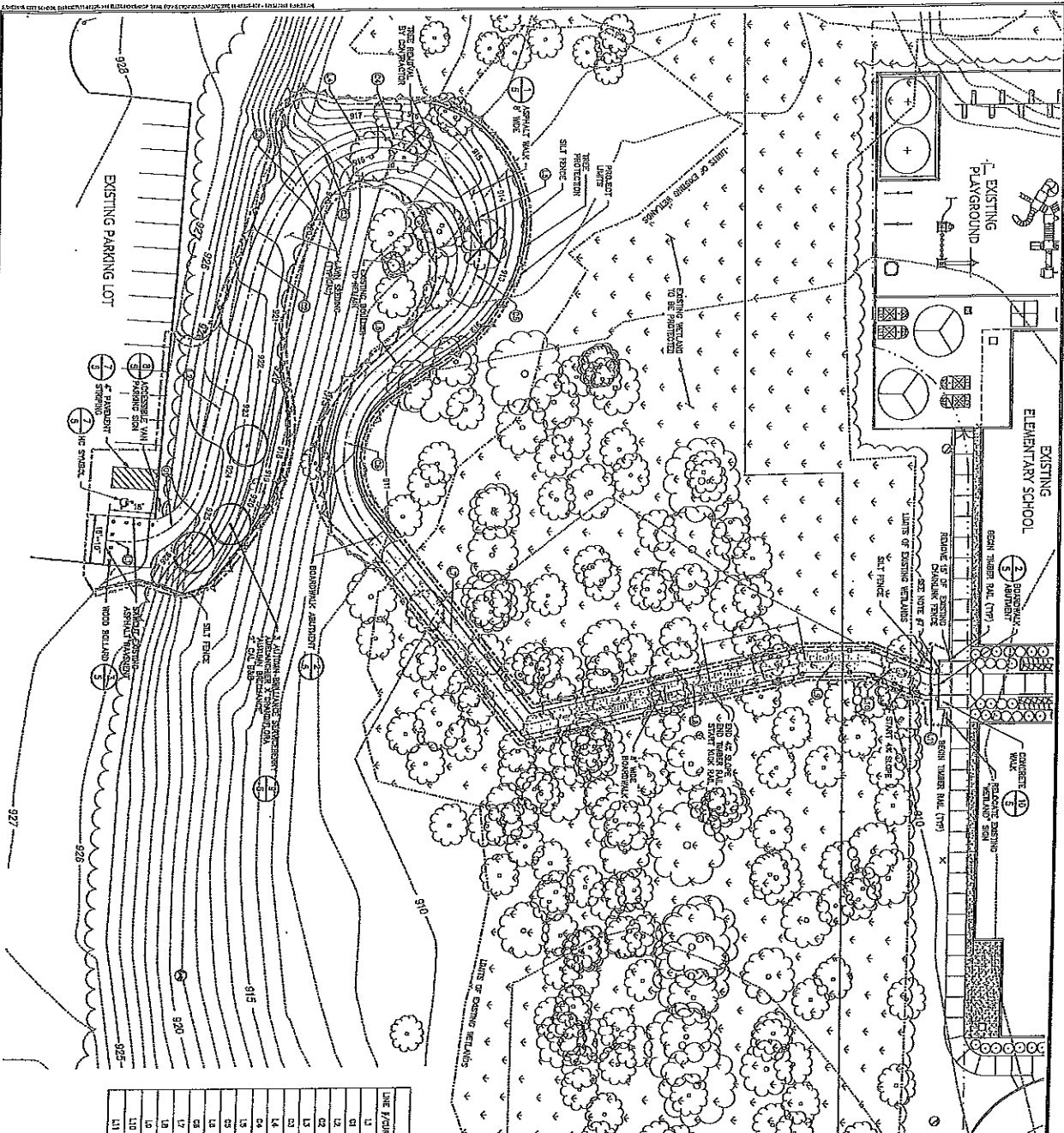
Environmental DesignGroup
 AUBURN / CLEVELAND / COLUMBUS
 #455 GRANT ST., AUBURN, OH. 43011
 #614-890-2700
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 #614-890-2704
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 #614-890-2719
 #614-890-2720



REVISED:

SET NO. _____

PROJ. NUMBER: 11-60219-040	SHEET
DESIGNED BY: TOM	1 of 7
DRAWN BY: SVE	TITLE SHEET
FILE NO.: ZSITE 11-60219-020.dwg	



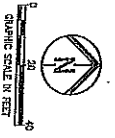
LAYOUT & DEMOLITION NOTES

1. REMOVE AND MAINTAIN EXISTING PAVING AND UTILITIES TO PROTECT THE ORIGINAL PAVING, SITE ELEVATION TO REMAIN, AND ADJACENT PROPERTIES FROM COLLAPSE THROUGHOUT THE COURSE OF THE WORK.
2. PROTECT ALL TREES NOT SPECIFICALLY IDENTIFIED FOR REMOVAL.
3. OBTAIN FIELD APPROVAL FROM THE OWNER REPRESENTATIVE PRIOR TO ANY TREE REMOVAL.
4. TRAIL CONSTRUCTION IS TO BE STAYED IN THE FIELD AND THE STAYED SHALL BE APPROVED BY THE OWNER REPRESENTATIVE PRIOR TO THE START OF THE WORK. THE STAYED SHALL BE APPROVED BY THE OWNER REPRESENTATIVE PRIOR TO THE START OF THE WORK. THE STAYED SHALL BE APPROVED BY THE OWNER REPRESENTATIVE PRIOR TO THE START OF THE WORK.
5. TREES THAT ARE STAYED SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE COURSE OF THE WORK. THE STAYED SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE COURSE OF THE WORK. THE STAYED SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE COURSE OF THE WORK.
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PLANTING NOTES

1. ALL TREE SPECIFICATIONS FOR PLANTING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL STANDARD SPECIFICATION FOR PLANTING AND MAINTENANCE OF TREES AND SHRUBS.
2. CONSTRUCTION SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING TREES, BUSHES, AND SHRUBS. THE PROTECTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL STANDARD SPECIFICATION FOR PLANTING AND MAINTENANCE OF TREES AND SHRUBS.
3. ALL TREES TO BE PLANTED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL STANDARD SPECIFICATION FOR PLANTING AND MAINTENANCE OF TREES AND SHRUBS.
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LINE NUMBER	LENGTH	DESCRIPTION/FIELD	MARKS	START POINT	NORTHING	EASTING	START POINT	EASTING	NORTHING
1	3.49	TOP OF 18.57%		54280.87	21892.29	54280.87	21892.29	54280.87	21892.29
2	42.89	0.1132%	30.00	54581.27	21892.52	54581.27	21892.52	54581.27	21892.52
3	81.37	N 7° 32.44' W	54.28	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
4	37.85	0.1171%	100.00	54581.27	21892.52	54581.27	21892.52	54581.27	21892.52
5	2.75	N 87° 52.84' W	54.28	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
6	28.87	0.2255%	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
7	1.35	N 17° 39' 01.87" W	54.28	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
8	0.29	N 7° 49' 02.87" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
9	42.79	0.1124%	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
10	38.80	S 41° 35' 11.37" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
11	120.10	N 87° 37' 16.47" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
12	116.00	N 87° 37' 16.47" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
13	36.89	N 87° 37' 16.47" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
14	28.89	N 87° 37' 16.47" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52
15	4.37	N 87° 37' 16.47" E	40.00	54280.87	21892.52	54280.87	21892.52	54280.87	21892.52



Eliza Northrop Trail Connector
Design Studio
 7140 15th Avenue, Suite 100
 Medina, CO 80130
 (719) 441-1111
 www.elizanorthroptrailconnector.com

pta
 PROJECT TEAM ASSISTANT
 2700 W. 10th Avenue, Suite 100
 Denver, CO 80202
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 www.pta.com

Eliza Northrop Trail Connector
 7140 15th Avenue, Suite 100
 Medina, CO 80130
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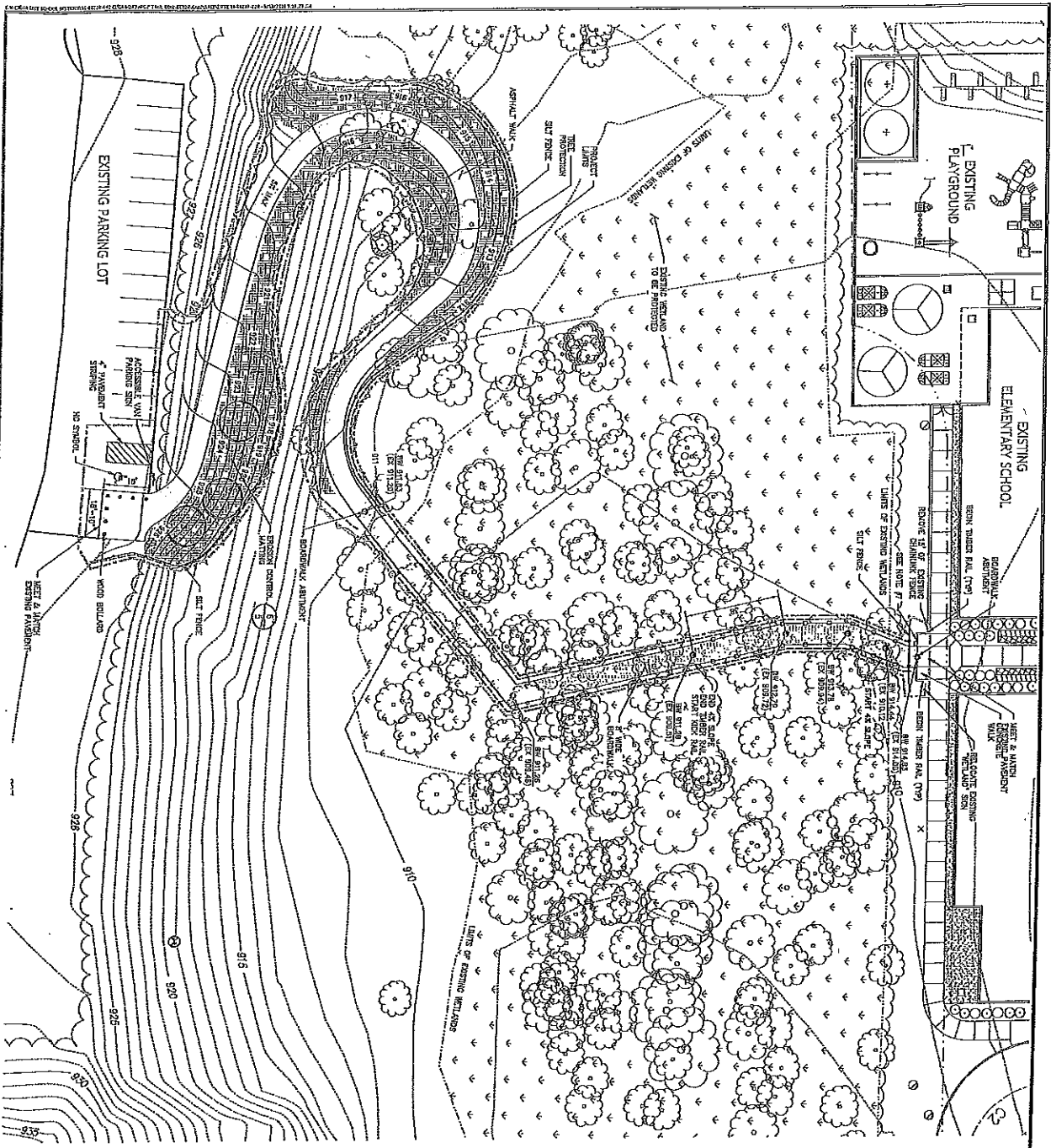
ELIZA NORTHROP TRAIL CONNECTOR
 MEDINA CITY SCHOOL DISTRICT



NOT FOR CONSTRUCTION

TRAIL & BROADWALK LAYOUT PLAN

3 OF 6



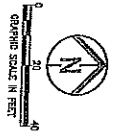
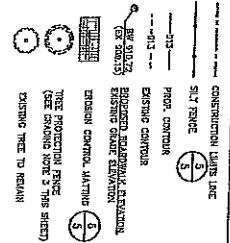
GRADING NOTES

1. MAINTAIN UNBUILT AND PAVING SLOPES FOR ALL REPAIRED SURFACES.
2. UNBUILT SURFACES TO BE REPAIRED SHALL BE REPAIRED TO PREVIOUS GRADE AND TO APPROXIMATE FINISH GRADE OF SOIL SURFACE. SEE SITE ELEVATIONS AND PROFILES.
3. ALL CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE PLAN, SPECIFICATIONS, AND ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEDINA AND THE STATE OF OHIO.
4. SEE SHEET 5 OF 7 FOR STORMWATER POLLUTION PREVENTION PLAN DETAILS.
5. SEE SHEET 6 OF 7 FOR STORMWATER POLLUTION PREVENTION PLAN DETAILS.
6. CONSTRUCTION NOTES AND TYPICALS MAY APPEAR ONLY ONCE ON THE DRAWING, BUT REFER TO ALL SHEET CONSIDERATIONS.
7. EXISTING DIMENSIONS ARE BASED ON A SURVEY PROVIDED BY GROUND & TOPSURVEY, INC. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION ACTIVITIES.
8. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED UTILITIES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.

UTILITY NOTES

1. ALL UNDERGROUND UTILITIES AND UTILITIES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH PRIOR TO ANY EXCAVATION ACTIVITIES.
2. ELEVATIONS SHOWN ARE FINISHED GRADE.
3. REFER TO THIS SHEET FOR COORDINATION OF PROPOSED SITE GRADING AND SHOT EXCAVATIONS.
4. CONSTRUCTION NOTES & TYPICALS MAY APPEAR ONLY ONCE ON THE DRAWING, BUT REFER TO ALL SHEET CONSIDERATIONS.
5. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.

GRADING AND SWPP PLAN LEGEND



Environmental Design Group
 21111 BIRCHWOOD DRIVE
 MEDINA, OHIO 44028
 440.333.1111
 www.environmental-design.com

Environmental Design Group
 21111 Birchwood Drive
 Medina, Ohio 44028
 440.333.1111
 www.environmental-design.com

ELIZA NORTHROP TRAIL CONNECTOR
 MEDINA CITY SCHOOL DISTRICT

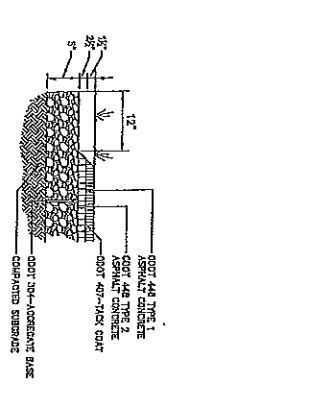


NOT FOR CONSTRUCTION

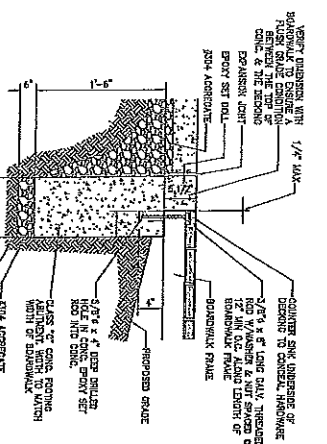
DATE

NO.	DATE	DESCRIPTION
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2	08/11/2011	ISSUED FOR CONSTRUCTION
3	08/11/2011	ISSUED FOR CONSTRUCTION
4	08/11/2011	ISSUED FOR CONSTRUCTION
5	08/11/2011	ISSUED FOR CONSTRUCTION
6	08/11/2011	ISSUED FOR CONSTRUCTION
7	08/11/2011	ISSUED FOR CONSTRUCTION
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10	08/11/2011	ISSUED FOR CONSTRUCTION

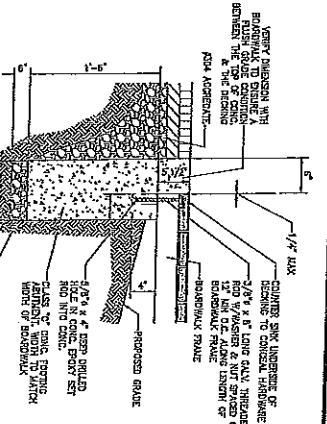
PROJECT NO. 11-000000
CLIENT MEDINA CITY SCHOOL DISTRICT
DATE 08/11/2011
SCALE AS SHOWN
DESIGNER ENVIRONMENTAL DESIGN GROUP



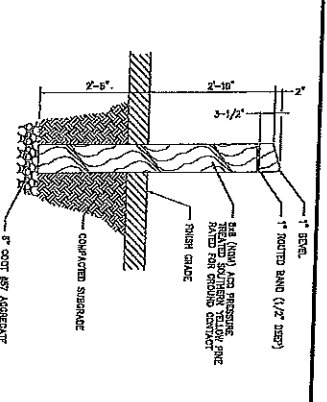
1 ASPHALT WALK
5 NOT TO SCALE



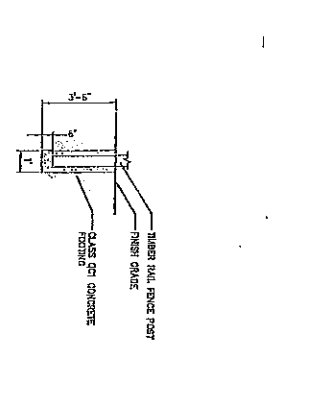
2 BOARDWALK ABUTMENT AT CONCRETE PAVEMENT
5 NOT TO SCALE



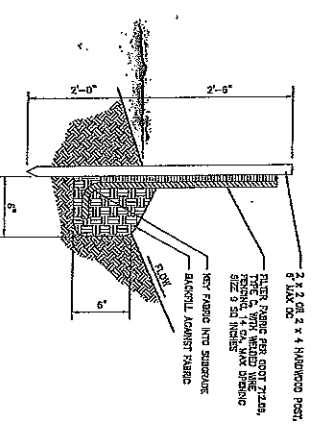
3 BOARDWALK ABUTMENT AT ASPHALT PAVEMENT
5 NOT TO SCALE



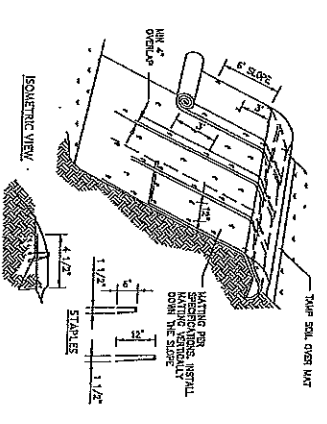
3 WOOD BOLLARD
5 NOT TO SCALE



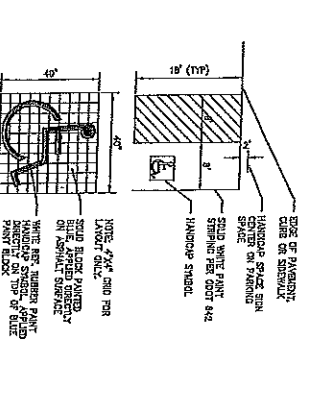
4 TIMBER RAIL POST FOOTING
5 NOT TO SCALE



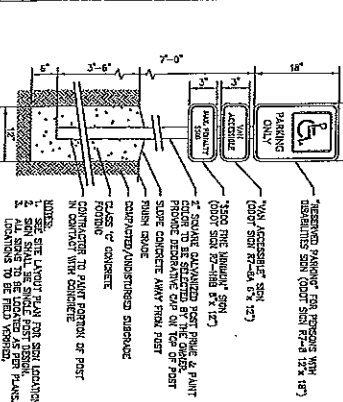
5 SILT FENCE
5 NOT TO SCALE



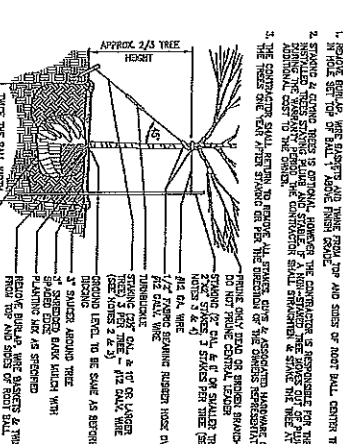
6 SLOPE PROTECTION MATTING
5 NOT TO SCALE



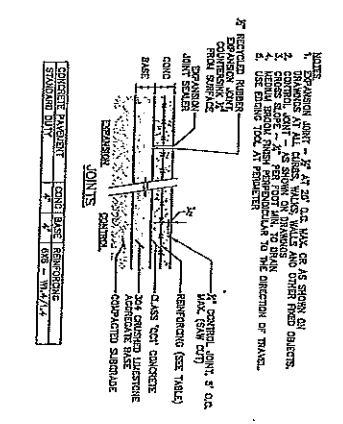
7 PARKING DIMENSION PLANS (90° STALLS)
5 NOT TO SCALE



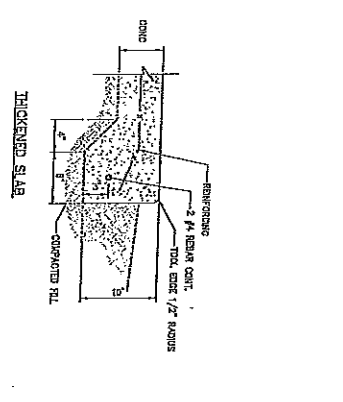
8 ACCESSIBLE PARKING SIGNAGE
5 NOT TO SCALE



9 TREE PLANTING
5 NOT TO SCALE



10 CONCRETE SIDEWALK
5 NOT TO SCALE



11 THICKENED SLAB
5 NOT TO SCALE

Engineering
Design Group
11111
11111

pta
Professional Technical Association
11111

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11111

ELIZA NORTHROP TRAIL
CONNECTOR
MEDINA CITY SCHOOL DISTRICT

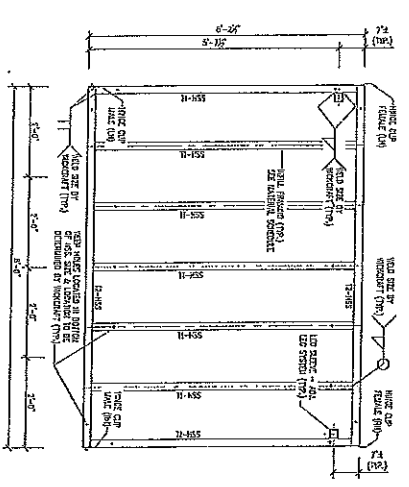
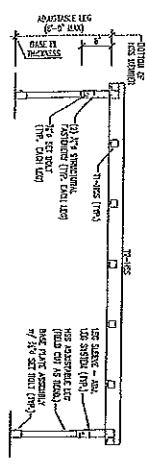


NOT FOR CONSTRUCTION

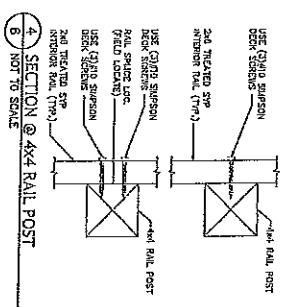
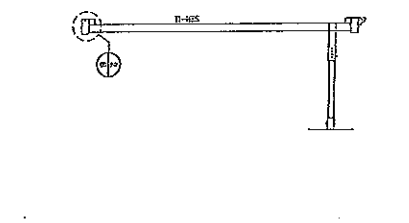
DATE: _____

NO.	DATE	DESCRIPTION
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16	11/16/2011	ISSUED FOR PERMIT
17	11/16/2011	ISSUED FOR PERMIT
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20	11/16/2011	ISSUED FOR PERMIT

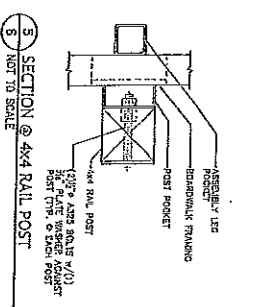
CONSTRUCTION DETAILS



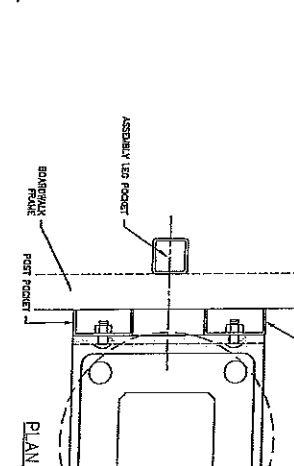
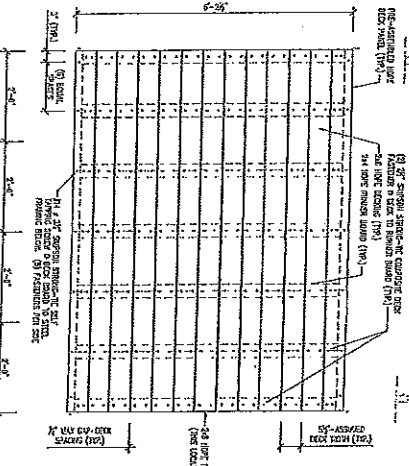
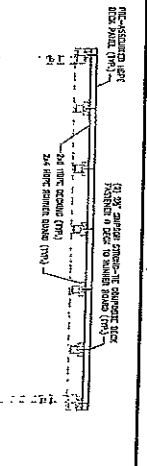
1 TYPICAL ADJUSTABLE LEG BOARDWALK
B NOT TO SCALE



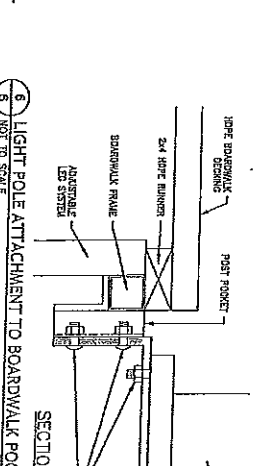
4 SECTION @ 4x4 RAIL POST
B NOT TO SCALE



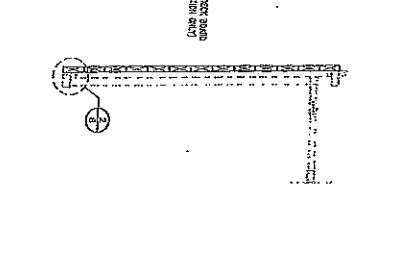
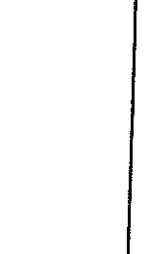
3 SECTION @ SAFETY RAIL
B NOT TO SCALE



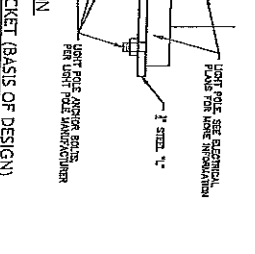
6 LIGHT POLE ATTACHMENT TO BOARDWALK POCKET (BASIS OF DESIGN)
B NOT TO SCALE



5 SECTION @ 4x4 RAIL POST
B NOT TO SCALE



2 WALKWAY DETAILS
B NOT TO SCALE



7 SECTION @ SAFETY RAIL
B NOT TO SCALE

1. THE BOARDWALK SHALL BE CONSTRUCTED WITH BOARDWALK MANUFACTURER TO DESIGN AN APPROVED BOARDWALK. THE BOARDWALK SHALL BE CONSTRUCTED WITH THE BOARDWALK MANUFACTURER TO DESIGN AN APPROVED BOARDWALK. THE BOARDWALK SHALL BE CONSTRUCTED WITH THE BOARDWALK MANUFACTURER TO DESIGN AN APPROVED BOARDWALK. THE BOARDWALK SHALL BE CONSTRUCTED WITH THE BOARDWALK MANUFACTURER TO DESIGN AN APPROVED BOARDWALK.



ELIZA NORTHROP TRAIL CONNECTOR
MEDINA CITY SCHOOL DISTRICT

DesignGroup
1500 S. W. 10th St., Suite 100
Fort Lauderdale, FL 33315
Tel: 954.344.1111
Fax: 954.344.1112
www.designgroup.com

PIA
Professional Image Associates
2000 N.W. 11th St., Suite 100
Fort Lauderdale, FL 33311
Tel: 954.344.1111
Fax: 954.344.1112
www.pia.com

Call before you dig

NOT FOR CONSTRUCTION

DATE: 03-23-2010

PROJECT NO.: 114000-004

DATE: 03-23-2010

CONSTRUCTION DETAILS

6 of 6

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT AREA

4830-2039-7973, v. 4



April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 496 and being part of the lands conveyed to the City of Medina by deed in Deed Volume 358, Page 495 of Medina County Records, said parcel being more fully described as follows:

Beginning at an easterly corner of Medina City Lot No. 9073 as shown in Plat Document Number 2008PL000013 and on the southwesterly right-of-way line of East Reagan Parkway (R/W width varies) as dedicated in Plat Document Number 1998PL000012 of Medina County Records;

Thence South 35°-05'-12" West, 140.00 feet along a southeasterly line of said City Lot 9073; thence South 55°-27'-29" West, 207.94 feet along a southeasterly line of said City Lot 9073; thence South 89°-13'-51" West, 264.97 feet along a southerly line of said City Lot 9073, said point also being the TRUE PLACE OF BEGINNING for the easement area herein described;

- COURSE NO. 1: Thence South 00°-05'-56" East, 13.41 feet to a point;
- COURSE NO. 2: Thence South 12°-04'-04" East, 118.12 feet to a point;
- COURSE NO. 3: Thence South 50°-29'-16" West, 95.48 feet to a point;
- COURSE NO. 4: Thence South 11°-53'-20" East, 73.59 feet to a point;
- COURSE NO. 5: Thence South 17°-10'-42" West, 17.63 feet to a point;
- COURSE NO. 6: Thence South 14°-21'-38" East, 15.54 feet to a point;
- COURSE NO. 7: Thence South 75°-38'-22" West, 5.00 feet to a point;
- COURSE NO. 8: Thence North 77°-40'-47" West, 12.35 feet to a point;
- COURSE NO. 9: Thence North 84°-57'-59" West, 18.86 feet to a point;
- COURSE NO. 10: Thence North 05°-06'-23" East, 17.94 feet to a point;
- COURSE NO. 11: Thence North 85°-50'-19" West, 77.74 feet to a point;

The community impact people.

Page 1 of 2

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT



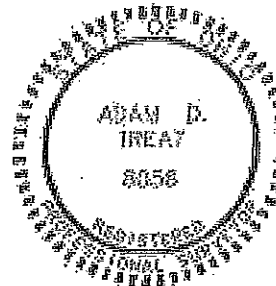
April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

- COURSE NO. 12: Thence North $04^{\circ}-09'-41''$ East, 9.86 feet to a point;
- COURSE NO. 13: Thence North $71^{\circ}-07'-44''$ West, 72.06 feet to a point;
- COURSE NO. 14: Thence northwesterly along an arc of a curve to the right, having an arc length of 46.02 feet, a central angle of $126^{\circ}-20'-16''$, a radius of 20.87 feet, and a chord bearing North $38^{\circ}-53'-55''$ West, 37.25 feet to a point;
- COURSE NO. 15: Thence North $01^{\circ}-47'-57''$ East, 45.69 feet to a point;
- COURSE NO. 16: Thence northeasterly along an arc of a curve to the right, having an arc length of 128.44 feet, a central angle of $126^{\circ}-13'-53''$, a radius of 58.30 feet, and a chord bearing North $80^{\circ}-54'-10''$ East, 103.99 feet to a point;
- COURSE NO. 17: Thence South $35^{\circ}-08'-16''$ East, 36.44 feet to a point;
- COURSE NO. 18: Thence southeasterly along an arc of a curve to the left, having an arc length of 40.17 feet, a central angle of $94^{\circ}-50'-26''$, a radius of 24.27 feet, and a chord bearing South $77^{\circ}-20'-00''$ East, 35.74 feet to a point;
- COURSE NO. 19: Thence North $51^{\circ}-06'-37''$ East, 96.98 feet to a point;
- COURSE NO. 20: Thence North $12^{\circ}-04'-04''$ West, 105.85 feet to a point;
- COURSE NO. 21: Thence North $00^{\circ}-05'-56''$ West, 15.68 feet to a point;
- COURSE NO. 22: Thence North $89^{\circ}-13'-51''$ East, 24.35 feet to the True Place of Beginning and containing 0.6173 acres of land, more or less, as determined in April 2019 by Adam D. Treat, P.S. 8058 for Environmental Design Group under project number 11-60239-040 and being subject to all legal highways, easements and restrictions of record.

ADAM D. TREAT

Ohio Registered Professional Surveyor No. 8058



The community impact people.

Page 2 of 2

Seneca Community Chaplain Corps

PO Box 465
Mount Vernon, Ohio 43050

Receipt

*OK
PAC*

Paul Milliken

Medina, Ohio

Amount
\$245.00
*OK
JL*

Notes

Item Description	Quantity	Price Per	Total
Membership Application Processing	1	100.00	100.00
Membership Dues through March 2021	1	145.00	145.00
Paid September 25, 2019			-245.00
		Balance	\$0.00
		Tax - 0%	\$0.00
TOTAL			\$0.00

ORDINANCE NO. 175-19

AN ORDINANCE AMENDING ORDINANCE NO. 135-19, PASSED SEPTEMBER 9, 2019, AUTHORIZING A PAYMENT TO GB HAWK CONSTRUCTION CO. FOR THE PRIVATE HOME REHABILITATION AT 33 CIRCLE DRIVE, MEDINA AS PART OF THE PY18 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance 135-19, passed September 9, 2019, authorized the payment of \$39,000.00 to GB Hawk Construction Co. for the private HOME Rehabilitation at 33 Circle Drive as part of the PY18 CHIP Grant Program; and

WHEREAS: The City has requested an increase to Purchase Order #2019001593 in the amount of \$6,000.00 to cover the Change Orders for this project.

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

SEC. 1: That Ordinance No. 135-19, passed September 9, 2019 is hereby amended and increased to \$45,000.00 for payment to GB Hawk Construction to cover the Change Orders for private HOME Rehabilitation at 33 Circle Drive, Medina, Ohio as part of the PY18 CHIP Grant Program.

SEC. 2: That the funds to cover this increased expenditure in the amount of \$6,000.00 are available in Account No. 139-0458-52215, Activity AC-18-06.

SEC. 3: 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. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the project is completed and contractor is requesting payment; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 176-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS.

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

SEC. 1: That the Mayor is hereby authorized and directed to Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 176-19

City of Medina Programmatic Agreement (expires December 31, 2024)

PROGRAMMATIC AGREEMENT
for Coordination
between
City of Medina
and the
Ohio State Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency (“State”); and

WHEREAS, the State has awarded CDBG and other funds to City of Medina (hereinafter referred to as “grantee”); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (“NHPA”) (54 U.S.C. § 306108); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VII.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development, General Exclusions

- a. Public service program that does not physically impact buildings or sites.
- b. Architectural and engineering design fees and other non-construction fees and costs.

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
- h. Rehabilitation of mobile and manufactured homes.
- i. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
- b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
- c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
- e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than than fifty years old.
- f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
- g. Repair, in kind replacement, or reconstruction of existing catch basins.

- h. Replacement of utility meters on buildings in the same location as existing.
3. Exterior Rehabilitation
- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is not exempt on the elevations that face the streets.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulate paint. No abrasive cleaning is permitted for the removal of any building materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
4. Interior Rehabilitation
- a. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - b. Installation of attic insulation.
 - c. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.

- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting allowed through roof or secondary wall.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
- 1. Project location, including a map;
 - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 - 3. Color photographs of all elevations of the building or site;
 - 4. Date any buildings in the project area were built;
 - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
- 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;

3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
1. The SHPO concurs with the grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon

representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 1. For each exempted undertaking the list will include the project location, the age of the building or its date of construction, a full description of each activity undertaken, PA Stipulation used to exempt project from review and name and title of grantee staff member who exempted project from review. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 2. The grantee should also include in their submission three (3) random samples of exempt projects, on buildings (50) years or older, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as “historic property” and “effect.”

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Grantee Jurisdiction Name

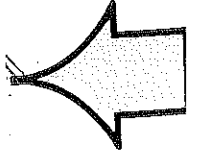
Signature

Date

[name and title of the head of the jurisdiction - such as mayor or county commissioner - or authorized representative - such as city manager or planning director], [grantee]

Contact Information

Dennis Hanwell, Mayor



State Historic Preservation Office

Signature	Date
Diana Welling Deputy State Historic Preservation Officer for Resource Protection and Review <u>Contact Information:</u> 800 East 17 th Avenue Columbus, OH 43211 dwelling@ohiohistory.org 614-298-2000	

Concurring Party (or parties):

Signature _____ Date _____
[name and title of head of local historical society or historic preservation organization]

Contact Information:

ORDINANCE NO. 177-19

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$20,000.00 TO THE MEDINA COUNTY OFFICE OF OLDER ADULTS FOR MEALS AND RELATED SERVICES FOR THE YEAR 2020.

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

SEC. 1: That the expenditure of \$20,000.00 to the Medina County Office of Older Adults is hereby authorized for meals and related services for the year 2020.

SEC. 2: 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. 3: That the funds to cover this payment are available in Account No. 001-0707-52215, to be reimbursed from Electric Aggregation grant funds when received.

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

ORDINANCE NO. 178-19

AN ORDINANCE AMENDING ORDINANCE NO. 95-18, PASSED JUNE 11, 2018, AUTHORIZING BIDS AND AWARDING A CONTRACT FOR THE CHAMPION CREEK MULTI-PURPOSE PATH AND STREETScape PROJECT.

WHEREAS: Ordinance No. 95-18, passed June 11, 2018, authorized bids and awarding a contract for the Champion Creek Multi-Purpose Path and Streetscape Project, City Project #968; and

WHEREAS: This request is to modify Ordinance No. 95-18 by increasing the estimated cost of the contract from \$372,900 to \$376,474 due to the final cost of the project exceeding the amount previously authorized.

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

SEC. 1: That the estimated cost of the contract authorized in Ordinance No. 95-18, passed June 11, 2018 is hereby amended from \$372,900.00 to \$376,474.00 for the Champion Creek Multi-Purpose Path and Streetscape project.

SEC. 2: That the funds to cover this increased expenditure, in the amount of \$3,574.00, are available in Account No. 108-0610-54411.

SEC. 3: 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. 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

ORDINANCE NO. 179-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT WITH LEON AND ELLA MAE BROWN FOR THE PURCHASE OF THE HOUSE AND LAND AT 364 FOUNDRY STREET.

- SEC. 1:** That the Mayor is hereby authorized to execute a Real Estate Purchase Agreement for the purchase of the house and land at 364 Foundry Street, Medina Ohio; Medina County Permanent Parcel No. 028-19A-16-010; containing approximately .16 acres of land.
- SEC. 2:** That a copy of the Real Estate Purchase Agreement is marked Exhibit A, attached hereto, incorporated herein, and subject to the final approval of the Law Director.
- SEC. 3:** That the funds to cover this purchase, in the amount of not to exceed \$11,500.00, are available in Account No. 130-0310-54411.
- 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. 180-19

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$9,500.00 TO MEDINA EXCAVATING FOR THE DEMOLITION AND REMOVAL OF THE BUILDING LOCATED AT 364 FOUNDRY STREET, MEDINA.

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

SEC. 1: That the expenditure of \$9,500.00 to Medina Excavating for the demolition and removal of the building located at 364 Foundry Street is hereby authorized.

SEC. 2: 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. 3: That the funds to cover this expenditure are available in Account No. 001-0310-54411.

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