

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-017-1/23 – Transfer Request – MCRC Capital Contribution
- 23-018-1/23 – Budget Amendments
- 23-019-1/23 – Municipal Court – Intensive Supervision Probation Grant Positions
- 23-020-1/23 – 2023 Membership Renewal – Main Street Medina
- 23-021-1/23 – 2023 SPCA Funding Request
- 23-022-1/23 – Water Connection Request– Abbeyville Road
- 23-023-1/23 – 2023 Material Bids
- 23-024-1/23 – Increase Exp. – Goodyear Tire – Sanitation Dept.
- 23-025-1/23 – Purchase Rear Load Sanitation Truck
- 23-026-1/23 – Payment – Dunlop & Johnston, Inc. – CDBG-Target of Opportunity Grant
- 23-027-1/23 – Then & Now - Wintrow Construction – Emergency RR Repairs
- 23-028-1/23 – South Court St. Hotel Easements – Discussion
- 23-029-1/23 – Bids, Job #1055: MCRC Fitness Room Addition
- 23-030-1/23 – Friends of the Cemetery – Entry Gate & Mausoleum Repair Project
- 23-032-1/23 – Adopt Equal Opportunity Policy

Public Properties Committee

- 23-031-1/23 – The Helios Project – Champion Creek Multipurpose Trail

1/23/23

REQUEST FOR COUNCIL ACTION

Addendum 1/17

No. RCA 23-015-1/9

FROM: Andrew Dutton

Committee: Finance

DATE: 1/4/22

or Amend Code Ch. 301, 351

SUBJECT: Public Lots/Garages Parking Regulations *+353*

SUMMARY AND BACKGROUND:

The City of Medina currently owns or controls seven public parking lots and two public garages in the downtown area. Currently, the City's ordinances do not address the regulation of these facilities, outside of Section 351.04, which applies to handicapped parking. The proposed amendments provide the following changes:

- Definition (301.201)
A "Municipal Off-Street Parking Facilities" definition was created, which does not currently exist.
- General Regulations (351.14)
The Section provides the City Engineer the authority to oversee the lots, allows the Mayor to place time restrictions on lots, prohibits parking outside of spaces or blocking traffic, prohibits parking semis, trailers, and large vehicles, and references Section 351.04.
- Parking Permitting (351.15)
As indicated in the Medina Strategic Redevelopment Plan (2014) and reinforced in Comprehensive Plan (2022), higher-density residential development is promoted in the downtown area. This section was created to offer downtown residents flexibility for parking in public lots.

The Section provides the opportunity for the City to issue parking permits that allow a vehicle to park in a public lot in excess of the posted time limits. The permits are only available to residents in the Historic District (9 blocks around the square) and Historic Landmarks (Farmers Exchange and McDowell-Phillips).
- Penalties/Infractions (353.01 and 353.99)
Sections are amended to allow parking infractions in Municipal Off-Street Parking Facilities to be subject to current regulations for on-street parking infractions.

A map has also been provided showing current parking lots and garages and time restrictions.

Estimated Cost: N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *1/9/23 JS/BS 6-0*

Ord./Res.
Date:

Kathy Patton

From: Andrew Dutton
Sent: Tuesday, January 17, 2023 4:32 PM
To: Dennis Hanwell; Kathy Patton; Teresa Knox
Subject: RE: Change to proposed Historic District parking regulations ref. permits
Attachments: Ordinance Parking Lots-Garages REV 1-17-23.docx

Kathy,
Here is the revision to the parking permitting ordinance. Changes are in 351.15(d) and (e), which address a rebate for a 1 year purchase and that the Community Development Director issues the permits. Enforcement of violations by the PD should already be in the ordinance as 351.14(g) considers violations "parking infractions" subject to Chapter 353.

I'll also put a hard copy in your mailbox.

Andrew Dutton

Community Development Director

City of Medina
adutton@medinaoh.org
330-722-9023



From: Dennis Hanwell <dhanwell@medinaoh.org>
Sent: Tuesday, January 17, 2023 4:09 PM
To: Kathy Patton <kpatton@medinaoh.org>; Teresa Knox <tknox@medinaoh.org>
Cc: Andrew Dutton <adutton@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>
Subject: Change to proposed Historic District parking regulations ref. permits

Kathy

I heard back from Jess so all are good with proposed changes. Andrew will send to you shortly. He reminded me we voted this already in Finance and it passed 6-0. It was last item on agenda before ES, 23-015-1/9. My preference, if John is ok, is to take it back to Finance with proposed changes and then take to Council Feb. 13 as we are in no big rush at this time.

Thanks
Dennis

REVISED
1-17-22

CHAPTER 301
Definitions

(301.01-301.19)

301.20 Motor vehicle.

301.201 *Municipal off-street parking facility.*

301.202 Operate.

301.21 Park or parking.

(301.22-304.53)

301.201 MUNICIPAL OFF-STREET PARKING FACILITY.

"Municipal off-street parking facility" means any site or structure not located within a right of way that is owned, operated, or controlled by the City of Medina which is primarily utilized for the parking of vehicles.

~~301.201~~ **301.202 OPERATE.**

"Operate" means to cause or have caused movement of a vehicle.

(ORC 4511.01(HHH))

-----FOR REFERENCE-----

301.32 RIGHT OF WAY.

"Right of way" means either of the following, as the context requires:

- (a) The right of a vehicle or pedestrian to proceed uninterruptedly in a lawful manner in the direction in which it or the individual is moving in preference to another vehicle or pedestrian approaching from a different direction into its or the individual's path;
- (b) A general term denoting land, property or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right of way includes the roadway, shoulders or berm, ditch, and slopes extending to the right-of-way limits under the control of the State or local authority.(ORC 4511.01(UU))

CHAPTER 351
Parking Generally

(351.01-351.12)

- 351.13** Parking on posted private property.
- 351.14** *Municipal off-street parking facilities.*
- 351.15** *Municipal off-street parking facilities parking permits.*
- 351.99** Penalty. (Repealed)

351.14 MUNICIPAL OFF-STREET PARKING FACILITIES.

- (a)** *In any municipal off-street parking facility, the City Engineer is authorized to designate by appropriate pavement markings, or such other method as he or she deems appropriate, entrances, exits, driveways, and parking spaces upon municipal off-street parking facilities; and to prescribe traffic patterns in any or all of such entrances, exits, or driveways as may be necessary to facilitate the flow of traffic into and through the parking facility; and appropriate signage for the enforcement thereof.*
- (b)** *The Mayor or his or her designee may restrict the time limit for parking in any municipal off-street parking facility. When any such restriction of time is posted at the parking facility by clearly visible signs, no person shall park a vehicle at the same location or in any other location within the same facility for a period of time in excess of the posted time limit.*
- (c)** *No person shall park a vehicle in any portion of a municipal off-street parking facility except entirely within a designated parking space.*
- (d)** *No person shall park a vehicle in any portion of a municipal off-street parking facility in such a manner as to obstruct the movement of the vehicles to or from any of the designated parking spaces.*
- (e)** *No person shall park any commercial tractor, semitrailer, trailer, or vehicle exceeding five tons in any portion of a municipal off-street parking facility.*
- (f)** *Municipal off-street parking facilities shall be subject to Section 351.04 - Parking Near Curb; Handicapped Locations of Public and Private Lots and Garages.*
- (g)** *A violation of any of the provisions of Section 351.14 shall be considered a parking infraction as defined in Section 353.01(e) and shall be subject to Chapter 353 – Civil Penalties for Parking Infractions.*

351.15 MUNICIPAL OFF-STREET PARKING FACILITIES PARKING PERMITS.

- (a)** *In connection with the designation of time limits described in Section 351.14(b), the Mayor or his or her designee may, with respect to a municipal off-street parking facility, make available City-issued parking permits.*
- (b)** *When such a City-issued parking permit is displayed on the permit holder's vehicle, such person may park his or her vehicle in any off-street municipal parking facility and shall not be deemed to be in violation of the restricted time limits.*
- (c)** *City-issued parking permits shall only be made available to individuals residing in the Historic District as defined in Section 145.06(b)(6) or individuals residing at a Historic Landmark as defined in Section 145.06(b)(7).*
- (d)** *The Mayor or his designated representative may cause City-issued parking permits to be sold at a price of twenty dollars (\$20.00) for each one month period or two hundred dollars*

(\$200.00) for each one year period. Payment for City-issued parking permits shall be non-refundable after the permit is issued.

- (e) *Applications for City-issued parking permits shall be submitted to the Community Development Director or his representative, who may issue a permit when the applicant has submitted documentation verifying residency in the Historic District or at a Historic Landmark, paid the applicable fee as specified in Section 351.15(d), and provided any other pertinent data as may be necessary.*

CHAPTER 353 Civil Penalties for Parking Infractions

353.01 DEFINITIONS.

As used in this chapter:

- (e) "Parking infraction" means a violation of any of the provisions of Sections 351.01, 351.03, 351.04, 351.05, 351.06, 351.07, 351.08, 351.09, 351.10, 351.11, 351.12, 351.13, ~~351.14~~, 353.02, 353.03 and 353.04 of these Codified Ordinances.

353.99 PARKING INFRACTION FINES.

- (a) Any person who has been accused of a violation of Section 351.03(a) through (c) and (e) through (q), 351.04(a) and (c), 351.05, 351.09, 351.10 ~~or~~, 351.11, ~~or 351.14~~ may settle and compromise the accusation by paying the sum of ten dollars (\$10.00) to the City within forty-eight hours from the time such offense is alleged to have been committed or by paying the sum of twenty-five dollars (\$25.00) to the City, after forty-eight hours from the time such offense is alleged to have been committed. Police officers are authorized to delay prosecution of the violation until forty-eight hours have passed.
- (b) Any person who has been accused of a violation of Sections 351.03, 351.04(a) and (c), 351.05, 351.09, 351.10 ~~or~~, 351.11, ~~or 351.14~~, if the hearing officer determines, from a preponderance of evidence and testimony presented at the hearing, that the person committed the parking infraction, shall be fined not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00).

-----*FOR REFERENCE*-----

145.06 RULES AND PROCEDURES.

- (b) Definitions. The following definitions shall apply to the provisions of this chapter and the Historic Preservation Board Rules, Procedures, Design Guidelines, and Demolition Criteria:
- (6) "Historic District" means a grouping of structures as determined by the Board and approved by Council as a historically or architecturally significant group and located within the limits of the City of Medina. Buildings or structures within this group may or may not be individually so designated. Listings of said structures will be kept for public record by the City Council and available through the Planning Department.
- (7) "Historic Landmark" means any individual building or structure determined by the Board and approved by Council as historically or architecturally significant and located within the

limits of the City of Medina. Listings of said structures will be kept for public record by the City Council and available through the Planning Department.

301.07 COMMERCIAL TRACTOR.

"Commercial tractor" means every motor vehicle having motive power designed or used for drawing other vehicles and not so constructed as to carry any load thereon, or designed or used for drawing other vehicles while carrying a portion of such other vehicles, or the load thereon, or both. (ORC 4511.01(I))

301.36 SEMITRAILER.

"Semitrailer" means every vehicle designed or used for carrying persons or property with another and separate motor vehicle so that in operation a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle. (ORC 4511.01(N))

301.48 TRAILER.

"Trailer" means every vehicle designed or used for carrying persons or property wholly on its own structure and for being drawn by a motor vehicle, including any such vehicle when formed by or operated as a combination of a semitrailer and a vehicle of the dolly type, such as that commonly known as a trailer dolly, a vehicle used to transport agricultural produce or agricultural production materials between a local place of storage or supply and the farm when drawn or towed on a street or highway at a speed greater than twenty-five miles per hour and a vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of more than ten miles or at a speed of more than twenty-five miles per hour. (ORC 4511.01(M))

REQUEST FOR COUNCIL ACTION

No. RCA 23-017-1/23.
Committee: Finance + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 4, 2023
SUBJECT: Transfer Request – MCRC Capital Contribution

SUMMARY AND BACKGROUND:

The Finance Department requests Council to authorize the Finance Director to transfer \$120,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13 and amended on July 11, 2022, via Ordinance 143-22.

Estimated Cost: \$120,000
Suggested Funding: MCRC Operating Fund #574
Sufficient funds in Account No.: 574-0350-56611
Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 23-23
1-23-23

REQUEST FOR COUNCIL ACTION

No. RCA 23-019-1/23

FROM: Medina Municipal Court

Committee: Finance

DATE: January 9, 2023

SUBJECT: Municipal Court Grant Positions/Probation Department

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully request Council's approval for rate increase of 3.5% for years 2023, 2024 and 2025 for Intensive Supervision Probation Officer and Probation Officer/Grant Facilitator positions. These two positions are currently funded through CCA and JRIG grants. *Amend S+B Code 31.02 (B) (6)*

Municipal Court Grant Positions	<u>Hourly Rate</u>	
Intensive Supervision Probation Officer	\$28.60	January 2023
	\$29.60	January 2024
	\$30.64	January 2025
Probation Officer/Grant Facilitator	\$28.60	January 2023
	\$29.60	January 2024
	\$30.64	January 2025

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. 109-0705
- transfer needed from Account No. _____ to Account No. _____
- ~~NEW APPROPRIATION needed in Account No.~~

Emergency Clause Requested: Yes

Reason: Increase effective 1/1/2023 (retro pay)

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

*D. Hanwell
1-10-2023*

No. RCA 23-020-1/23

FROM: Mayor Dennis Hanwell
DATE: January 10, 2023
SUBJECT: 2023 Membership Renewal to Main Street Medina

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to renew the annual membership with Main Street Medina.

Estimated Cost: \$30,000.00

Suggested Funding:

- sufficient funds in Account No. 001-0707-52215
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



39 Public Square, Suite 305
Medina, OH 44256
330-722-6186

1/1/2023

BILL TO

Mayor Dennis Hanwell
City of Medina
132 N. Elmwood
Medina, OH 44256

Details

AMOUNT

2023 membership support

\$30,000.00

TOTAL \$30,000.00

Please make all checks payable to Main Street Medina
If you have any questions concerning this invoice, please contact
George Sam, 330-722-6186 or george@mainstreetmedina.com

THANK YOU FOR YOUR SUPPORT!



MAIN STREET
MEDINA

Address: 39 Public Square, Suite 305, Medina, Ohio 44256
Phone: 330-722-6186
Email: info@MainStreetMedina.com
Website: www.MainStreetMedina.com
Facebook/Instagram: MainStreetMedina

2022 Year in Review

Organized in December of 2007, Main Street Medina, Inc. (MSM) is a 501(c)(3) non-profit organization and nationally certified, Ohio Main Street Program. **Our mission** is to lead the effort for historic preservation, economic sustainability and continued evolution of Medina's Historic District as the heart of the community. **Our vision** is to be Ohio's premier small-town destination. The **Main Street Approach** fundamental components include 1) Inputs-Community Engagement & Understanding the Market; 2) Transformation Strategies-Organization, Promotions, Design, Economic Vitality; and 3) Impact-Qualitative and Quantitative Outcomes.

2022 INCOME & INVESTMENTS

\$ 30,000	Financial support from City of Medina (plus in-kind support from staff)
\$ 47,650	Memberships - new and renewals
\$127,522	MSM Events – sponsorships, events income
\$ 71,236	Farmer's Markets – sponsorships, events income
\$ 25,717	Grants, fundraising, merchandise, donations
\$274,382	

City investment of \$30,000 leveraged in the following results:

- Estimated **2,510 volunteer hours** were given in support of MSM reflecting \$75,175 in donated time valued at \$29.95/hour
- For every \$1 the city invested, MSM generated \$9.65 additional funding and in-kind support (\$244,382 cash + \$75,175 in donated value = \$319,557) **9.65: 1 return on investment**
- MSM events and promotions brought an estimated **176,672 visitors** to the City of Medina (projected through FY2022)
- **Conservative estimate of at least \$1,766,720 of economic impact on the community** (purchases with local merchants and events calculated at \$10 per person cap) **57.9:1 return on investment**

2022 Program Highlights

- Recruited 2022 **members** totaled 201: 155 renewing and 46 new; 134 are businesses and non-profits
- Sponsored 55 seasonal **events** including the new South Town Music Festival attracting an estimated 176,000 **visitors**
- Held 23 **farmers markets** with 40 full-time and 16 part-time vendors (34 returning, 22 new)
- Increased **SNAP** to \$13,260 (\$10,471 in 2021) and **Produce Perks** to \$12,040, (9,224 in 2021) at farmers markets
- Recorded 2,510 **volunteer hours** for a value of \$75,175 at the national standard of \$29.95 per workhour
- Celebrated Main Street Medina's **15th Anniversary** with an Annual Appeal Campaign earning \$10,836
- Board Managed Significant **Staffing Changes**:
 - Matt Wiederhold resigned in April to accept ED position with Heritage Ohio
 - George Sam accepted interim ED position in May, and ED position on Oct. 31
 - Angela Mansier accepted administrative duties in May, Events Director position in October
- Held **Volunteer Training Session** on Jan 29 and New Volunteer Expo on May 7
- Provided **feedback** and recommendations for City of Medina Comprehensive Plan
- Assisted in developing the Architectural Review and Historic Preservation brochure for **property rehabilitations**
- Facilitated **façade renderings** to help three façade rehab requests
- Hosted Heritage Ohio-Revitalization **Workshop**: Adaptive Reuse of Underused Buildings on July 28
- Attended National Main Street **Conference** in Richmond May 15-18 & Heritage Ohio Conference in Toledo, Oct. 3-5
- Test launched destination marketing **microsite** for member feedback: <https://medina.brightrtravel.com>
- Launched new **website** in March: www.mainstreetmedina.com

MSM-SPONSORED EVENTS (55)	Dates	Attendance	Volunteers
Ladies Nights Out (4, Thursdays, 150 swag bags)	Mar 10, May 5, July 14, Oct 13	1,400 (350x4)	24 hrs
South Town Cruise-Ins (20, Wednesdays)	May 11-Oct 12 (monthly)	600	18 hrs
Medina Square Farmers Markets (23)*	May 11-Oct 15	68,500	562 hrs
Cars & Coffees (3, Sundays)	May 29, July 24, Sept 18	1,500	12 hrs
Kids Day of Safety & Play	June 4	6,200	32 hrs
Medina County Pizza Palooza	June 18	3,500	40 hrs
Medina Fest	July 16	6,000	40 hrs
South Town Music Festival	Sept 24	1,000	64 hrs
Medina Candlelight Walk	Nov 17-20	<u>30,000</u>	<u>48 hrs</u>
TOTAL		118,700	950 hrs

FARMERS' MARKETS (May 14-October 15, 2022)

Sponsors: Amy Hoes, Serpentine Chevrolet, Cleveland Clinic Medina Hospital, Bubbles & Bows

Total Vendors: 56 (40 full time, 16 part time / 34 returning, 22 new); Fees: \$22,080 (480x\$46) and \$4,960 (124 x \$40)

Vendor Types: Pantry, Bakery, Home, Health, Produce, Prepped, Snacks, Dairy, Meats

Total Volunteer Hours: 672 Total (Board-121 hrs, Students-162 hrs, Volunteers/Members Crew-289 hrs)

Visitor Counts**84,257 Total (May 8,000, June 18,300, July 26,120+, Aug-15,775, Sept-11,062, Oct-5,000)

**Visitor counts include MSM events held on Farmers Market days

SNAP/Produce Perks Food Assistance Programs

27% Increase in SNAP/Produce Perks* (PP) distributed; and 30% increase of number of SNAP/PP Tokens redeemed:

	2022	2021
SNAP Distributed/Redeemed	\$ 7,119/\$ 6,756	\$ 5,642/\$5,082
Produce Perks Distributed/Redeemed	\$ 6,141/\$ 5,284	\$ 4,829/\$4,142
TOTAL Distributed/Redeemed	\$13,260/\$12,040	\$10,471/\$9,224

*Produce Perks tokens are distributed free to eligible customers as a 1/1 match of SNAP dollars up to \$25 per month to encourage healthy food options.

WIC Distributions: 138 x \$30 coupons in August worth \$4,140

Angela Mansier trained and certified as a "Market Master" (WIC and WRSC, only one in Medina Co.in 19 yrs.)

Alyssa Musat certified for SNAP/Produce Perks through Countryside Farms training

PARTNER EVENTS/ACTIVITIES	Dates	Attendance	Volunteers
Medina Ice Fest (Elegant Ice Creations)	Feb 18-20	35,000	16 hrs
MC Student Art Show (Medina City Schools)	Mar 3-31	3,000	8 hrs
Mill Street Makers Markets	June 12, Sept 11, Oct 16	1,500	48 hrs
Juneteenth Celebration	June 19	3,000	4 hrs
The Great Race	June 20	5,000	12 hrs
Medina Days (MCAC Arts Week/Camp, Jazz Under Stars, Art in Park, Band Concert, etc.)	July 9-16	4,000	
Medina Independent Restaurant Week	Oct 4-16	600	
Wizarding Weekend	July 24-26	2,000	
Hocus Pocus Weekend	Oct 13-16	3,000	
Candlelight Walk Decorating	Nov. 12-13	<u>0</u>	<u>300 hrs</u>
		57,100	388 hrs

FUNDRAISING EVENTS/ACTIVITIES

	Dates	Attendance	Volunteers
MSM Annual Meeting	Jan 27	300	8 hrs
Medina Beer Fest (23 breweries, 5 food vendors, 30x8hrs=240hrs, decorating 2 daysx4 hrs x12=96hrs planning 8 mtgsx10x2hrs=160hrs)	Apr 23	650	496 hrs
Annual Appeal		raised \$11,500 to date (goal \$10,000)	

MSM PROMOTIONS	Dates	Attendance	Volunteers
Distributed posters, postcards, kiosk posts			3x2=6hrs x 4 times = 24 hrs
Gnomes on the Roam (\$70 Medina Bucks)	Mar 31-Apr 7	24 participants	
Elves on Shelves	Nov 29-Dec 31	36 participants	
12 Days of Shopping	Nov 29-Dec 22		
Santa at the Square	Nov 26, Dec 11	60	16 hrs vol-Spokes
Small Business Saturday, Santa Visits 500	Nov 26	300	
Odd Fellow Tree Sale	Dec 3 (100x\$5 Medina Bucks distributed)		
Visits & Letters with Santa @ MCDA	Dec 11	100	8 hrs vol-MCAC
Hometown HoliDAY (House Tour & Brunch)	Dec 18	200	
		872	48 hrs

MSM COMMITTEE/BOARD MEETINGS

Exec-12x4x2=96, Board-12x15x2=360, Committees-8x12x7x2=1,344, Subs/Prep-4x2x4=32 = **622 hrs**

TRAINING/WORKSHOPS

Heritage Ohio-OAC Grant Webinar-Jan. 19			11x2=22
Volunteers Training Session-Jan 29			7x2=14
Volunteer Expo – May 7			
Attended National Main Street Conference in Richmond May 15-18			
Heritage Ohio-Tax Data, Media Training (Tiffin)-June 16			
Heritage Ohio-Revitalization Workshop: Adaptive Reuse-July 28 (MSM hosted)			4x3=12
Heritage Ohio-New Manager's Training (Delaware)-Sept 20			
Attended Heritage Ohio Conference in Toledo, Oct. 3-5 with Angela			
Attended Heritage Ohio Managers Conference Call-Dec 6			
			48 hrs

Total Events Attendance = 176,672

Total Events Volunteer Hours = 2,510

2022 VOLUNTEERS

Eileen Bennett, Aaron Page, Abby Morgan, Amy Demlow, Amy Wallace, Andrew Dutton, Barbara Hasselbusch, Barbara Dzur, Barbara Lee, Becky Molnar, Bill Hutson, Brad Root, Caleb Parker, Carol Odom, Cathy Frey, Cheryl Murrin, Christine Beiling-Sheerer, Christine Walters, Coleen Mahoney, Colin Kemp, Colleen Bennett, Connie Laettner, Dan Arz, Dawnita Milici, Dawson Andrews, Debbie Jedreski, Denise Domonkos, Don Mihsch, Doug McClure, Eric Stasiowski, Estella Hutchinson, Francine Nosse, Heidi Senokozlieff, Jaclyn Ringstmeier, Jason Morgan, Jean Mannarino, John Stepowoy, Kathy Williamson, Kelly Parks, Kerry Talmon, Kevin Rych, Kyle Funk, Laura Lee, Lance Traves, Larry Walters, Leslie Traves, Lori Fetter, Lynda & Bill Hansen, Michelle Nichols, Matt Liegl, Melissa Fox, Melissa Ziogas, Mike Goldie, Paul Wood, Rebekah Knaggs, Rich Bublitz, Rob Henwood, Robert Thompson, Roger Smalley, Sal Ruggieri, Sherri Patterson, Sheryl Boyer, Skip Baran, Stephanie Mueller, Susan Russell, Tom O'Connell, Tyra Mone, Valerie Lehman, Wanda Wheelock, Amy Busby, Becky Molnar, Jon Stahl, Natalia Jamison, Stefanie Richardson

Student Volunteers: Addison Alspach, Katie Anello, Leah Andrews, Ariana Barbosa, Johnny Bernard, Haley Black, Mia Buca, Autumn Campbell, Maggie Canfield, Addy Casper, Alex Condit, Olivia Czarnomski, Jaclyn Dacey, Morgan Deeringer, Ella DiCola, Kendall Doran, Max Dudley, Julia Eaton, Meadow Firem, Bryanna Freed, Lauren Grandstaff, Brooke Guarnera, Calista Harden, Anna Holthouse, Maya Hoover, Jordan Jendrisak, Amrita Kaur, Pavan Kaur, Logan Kolar, Ashley Kollar, Tommy Komar, Olivia Korn, Anslie Krogh, Jacob Lemon, Sarah Lin, Kelsey Linard, Chandler Loomis, Chase Martineau, Maddie McKelvy, Mikala Merrill, Kali Minute, Nora Morgan, Jessica Nicholson, Jack O'Keefe, Annika Pfeister, Payton Phillips, Ava Radesic, Chloe Ramunni, Genesis Rebollar, Mylie Roberts, Drew Rohlen, Jillian Ruppel, Sophie Schoock, Heidi Sebaugh, Lucas Sharpe, Ella Silvis, Addyson Slaw, Gio Stabile, Mia Stabile, Tony Stabile, Kaitlyn Suliks, Gabi Sunday, Emma Swanson, Kori Swihart, Mackenzie Thomas, Zach Tondra, Abigail Wagner, Rosalie White, Leah Wilmer, Lillie Wodek, Lucy Yao

2022 MSM EVENTS SPONSORS:

Candlelight Walk: \$5,000-Root Candles, \$4,000-The Dress Bridal Shop, \$3,500-Trillium Creek Dermatology, \$2,400-Armstrong, \$2,250-Medina Fiber, \$2,000-17 Public Square, \$1,500-Cool Beans, Dominic's Pizzeria, \$1,125-Waite & Son Funeral Homes, \$1,000-World Truck Towing & Recovery, Summa Health, \$550-Hospice of Medina Co., \$500-Corrigan Krause, Creston Auto Recycling, Farmer's Table, JK Gift Shop, Leaf Pro Gutter Protection, LeafFilter Gutter Protection, Nibble, PJ Marley's, Redwood Apartments, Rose Company, \$250-All Fired Up! Medina, Buehler's Fine Foods, Coffee Colony, Eastwood Furniture, Gardener's Cottage, Gypsy Moon, InCare Ohio, Mark's Cleaning Service, Medina Co. District Library, Medina Co. Historical Society, Medina Co. Safe Communities, Medina Sports Cards., Minuteman Press, Miss Molly's Tea Room, The Olive Tap, Shine Acupuncture, Something's Popping, Sportsworld CIA, This & That Antique Shop, United Church of Christ Congregational, VCS Salon & Spa, Wichert Insurance, \$100-Pat & James Fordosi.

Ladies Nights Out (4): \$2,000-Summa Health System, \$500-VCS Salon & Spa, Skin Care Solutions, The Raspberry & The Rose, Women's Journal, Trillium Creek Dermatology

Cars & Coffee (3)/South Town Car Cruises (6): \$2,000-Gerber Collision, \$500-Armstrong

South Town Music Festival: \$5,000-Armstrong, \$2,500-Habitat for Humanity of Medina Co., Medicare Advisors of Ohio, \$1,000-Hospice of the Western Reserve, Medina Community Church, Sam Custer-State Farm, \$250-JK Gifts, Marks Cleaning, Williams on the Lake

Medina Square Farmer's Markets (23): \$15,000-Amy Hoes-eXp Realty, \$5,000-Cleveland Clinic Medina Hospital, \$3,000-Serpentini Chevrolet of Medina, \$1,000-Bubble & Bows

Medina Fest: \$2,500-Armstrong, Discount Drug Mart, Serpentini Chevrolet of Medina, \$1,000-Sandridge Food Corp., \$500-Bil Jac, Buckeye Super Wash, Cleveland Clinic Childrens, Summa Health, Winkelmann Insurance Agency-State Farm

Medina Co. Pizza Palooza: \$1,000-United Way of Summit & Medina Counties, Feeding Medina Co. (partner)

Kid's Day of Safety & Play: \$3,500-Serpentini Chevrolet of Medina, \$2,500-Akron Children's Hospital, Discount Drug Mart, \$500-Armstrong, Cleveland Clinic Children's, Girls Scouts of Northeast Ohio, Hospice of the Western Reserve, Ohio Guidestone, Plastipak, \$250-Hope Recovery Community, Sweets & Geeks, Medina County Auditor's Office, Medina Co. Board of Developmental Disabilities, Medina Centre for Dance Art, i9 Sports, St. Francis Xavier School, Greg Zolton-State Farm, Kim's College of Martial Arts, Riztech

Medina Beer Fest: \$500-Sandridge Food Corp., Habitat for Humanity Medina Co., Hawkins Heights Tap Room, Brooklyn Medina Photography, Wall-EE Family Holdings (Erik Fargo), Vine n Hop, \$100-Labyrinth Management Group, Pure Cryo, Nibble, Simply Charlotte, The Raspberry & The Rose, \$50-Rivalry Brews

Main Street Medina Annual Meeting: \$2,500-Huntington Bank, \$1,000-Williams on the Lake, Armstrong, \$500-Critchfield, Habitat for Humanity of Medina Co.

CURRENT MEMBERSHIP

2022 Champion Level Memberships (\$1,000+):

City of Medina, Medina County Convention & Visitors Bureau, Greater Medina Chamber of Commerce, Medina Community Design Committee, United Way of Summit-Medina, Cutler Real Estate-Jim Hinton, Medina Fiber, Huntington Bank, Miss Molly's Tea Room & Gift Shop, Owens Corning, Root Candles, Slicker Trucking, Trillium Creek Dermatology, Westfield Insurance Foundation, Wickert Insurance

2022 Partner Level Memberships (\$500+):

Buehler's Fresh Foods; Critchfield, Critchfield & Johnston; Crossroads Loans; Eric & Emily Fargo/EQT Corporation; F. Ben Gilbert-eXp Realty; Inspired Designs by Elizabeth Anne; Medina Weekly News; Roto-Rooter; Sandridge Food Corporation; Serpentini Chevrolet of Medina; Smith Bros. Inc; South Town Creative Shop/Special Events Op; The Rose Company; Waite & Son Funeral Home

2022 Small Business Level Memberships (\$225+): 17 Public Square/North Rose Management Group, LLC; 620

Corporation; Alan Parkhurst Rentals; All Fired Up!; Armbruster Moving & Storage; Armstrong; Bee Well Physical Therapy; Bella Moxie; Bellar Events; Birch Family Limited Partnership; Bonezzi Switzer Polito & Hupp LPA; Boyert's Greenhouse; Brown, Amodio, & Chandler; Buckeye Super Wash; Buffalo Wild Wings; Candyapple & Co.; Castle Noel; Circles on the Square; Cleveland Clinic Medina Hospital; Cool Beans Café; Corkscrew Saloon; Corrigan Krause CPA; Courthouse Pizzeria;

Creative Show Promotions, LLC; Dominic's & JoJo's; Eastwood Furniture; Firestorm Gear; Friends of the Cemetery; Founders Way North; Gardener's Cottage; Gerspacher Real Estate Group; Gypsy Moon Metaphysical Boutique; H2 Wine Merchants; Habitat for Humanity of Medina; Heart & Soul Gift Boutique; Heartland Church; HHL Group; Hot Air Ohio Ballooning; Hutch Nutrition; Hunter Insurance Agency, Inc.; InCare Ohio; Independent Order of Odd Fellows; Interior Design Studio; James B. Palmquist III, LPA; JMS952LLC; Jazzercise Medina Fitness Center; Keller Meats & Exchange Market; King Real Estate; Labyrinth Management Group; LaPlaca Jewelers; Lemonberry Frozen Yogurt; LoPresti Financial Group; Lyle's Jewelry & Coin; M.C. Real Estate; Marco & Marco; Mark's Cleaning Service; McJax Candy; Medina Auto Parts; Medina Breakfast Kiwanis; Medina Brewing Company; Medina Centre for Dance Art; Medina Community Band; Medina County Agricultural Society; Medina County Arts Council; Medina County Board of Developmental Disabilities; Medina County Community Fund; Medina County District Library; Medina County Historical Society; Medina Gem Company; Medina Glass; Medina Massage & Skin Care; Medina Sportscards & Collectibles; Minuteman Press; Operation Fandom/Blackbird Records; Orange Theory Fitness; Medina Pawsitive Lifestyle Dog Training; Polish Pottery; Project:LEARN of Medina County; Pure Cryo; Revelry Creative Workshops; Sam Custer State Farm; Second Sole; Shale Creek Golf Club; Shine Acupuncture; Social 330; Society for Handicapped Citizens; Somethings Popping/M.W. Wolf Enterprises; Sperry CGA--The Masica Company; Sportsworld CIA; Suburban Septic Service; Sully's Irish Pub; Sweets & Geeks; Swine BBQ; The Biz-Hive; The Busy Witch; The Gardener's Cottage; The Little Fox Cafe and Bakery; The Raspberry and The Rose; Thyme 2; Tom O'Connell; Transfer Title Agency; Tru Barre Studio; United Labor Agency; United Church of Christ Congregational; VCS Salon & Spa; Walker & Jocke; Westfield Bank; World Truck Towing & Recovery

Individual and Family, non-business supporters of Main Street Medina:

Aaron Costic; Amy Busby; Andrea Spickler; Andrew Dutton; Barbara Dzur; Barbara Mulcahy; Bijan Jayaswal; Bill & Lynda Hansen; Bill Hutson/Hutson Law Office; Bob Smith & Ann Cole; Brian & Carole Feron; Brian & Susan Harr; Brad Root; Carrie Park; Carole Kowell; Catherine Posner; Char Klimko; Charles Gibson; Cheryl Riegger-Krugh; Chet & Jan Simmons; Corinne Hadley; Debbie & Robert Jedreski; Denise Jeffery; Denise Wilson; Dennis & Christine Hanwell; Diana Miller; Donald Kammer; Elaine Lamb/Mud Mothers Pottery; Elegant Ice Creations; Ellen Nolan; Eric Stasiowski; Frank & Spring Festi; George Meindl; George Sam; Gretchen Long; Holly Potere; James Aylsworth; Jane Saettel; Jarrod Brown; Jason Morgan; Jim & Pat Fordosi; Jim Shields; Jonathan Mendel; Joyce & Randolph Fuerst; Judy Scaife; Julie McNabb; Julie Sedgwick; Kathy Breitenbucher; Kathy Williamson; Kevin Rych; Kimberly Marshall; Kristine Quallich; Lawrence & Deborah Wentz; Leadership Medina County; Marcus Neiman; Mari Halkovich; Maria Stunek; Matthew & Joshua Wiederhold; Maureen Stuchal; Michael Kovack & Soehnke Hasselhof; Michelle Nichols; Mike Morse; Murray & Sue Van Epp; Pamela B. Miller; Paul & Cathy Bican; Paul Roszak; Rhonda Wurgler; Rob Henwood; Robert & Lisa Yund; Robert & Pamela Molnar; Robert T. Hyde; Robert Thompson; Roger & Linda Smalley; Russ and Anna Leach; Sally & Bernard Willoughby; Medina County Career Center; Sandy & Ramond Tomazic; Sarah Jane & Roger Ingraham; Shannon Just; Sharon Morris; Sharon Ray; Stan Sever; Stephanie Mueller; Sue Schuld; Susan Russell; Teresa Rodgers; Theresa Laffey; Tim & Christine Sheerer; Tom O'Connell; Ty Brooke; Will & Kathy Koran

MARKETING/PROMOTIONS ACTIVITIES:

- Promoted events/activities by distributing flyers, postcards, etc. to district/member businesses monthly
- Test launched destination marketing microsite for member feedback: <https://medina.brighttravel.com>
- Launched new website in March: www.mainstreetmedina.com (Visitors-79,722, Page Views-136,482 in 2022)
- Increases Facebook activity: Reach-330,249 (up 6.9%), Visits-21,362 (up 15%)
- Increased Instagram activity: Reach-1,892 (up 24%), Visits-1,122 (up 6%)
- Produced monthly Medina Minutes video interviews with Armstrong
- Sent Newsday Tuesday e-newsletters to 430+ contacts with special events information and important updates
- Distributed \$470 in Medina Bucks, redeemed \$195 at participating businesses
- Promoted Yiftee Gift Cards: 80 purchased via website
- Publications: City Visitor's Guide, Medina Magazine, MC Visitor's Bureau Magazine
- Contracted with Medina TV to produce and catalog photo, video, and drone assets of events/activities

ECONOMIC VITALITY/COMMUNITY DESIGN ACTIVITIES:

- Provided feedback for City of Medina Comprehensive Plan

- Assisted in developing the Architectural Review and Historic Preservation informational brochure
- Facilitated façade renderings with Cindy Allman/Megan Harbath
- Provided research data, feedback, and design recommendations for proposed Medina Hotel
- Provided support for new business investment opportunities
- Met with Mayor Hanwell to discuss Historic and South Town District development
- Coordinated Flower Pot Program in South Town (16 pots)
- Updated district business/property directory and database

2022 MSM ORGANIZATION

2022 Staff: George Sam-Executive Director, Angela Mansier-Events Director, Alyssa Musat-SNAP coordinator

2022 MSM Board of Directors: Eric Stasiowski, chair; Brad Root, vice chair; Kevin Rych, treasurer; Amy Busby, secretary; Amy Demlow, Bill Hutson, Matt Liegl, Kimberly Marshall, Becky Molnar, Cheryl Murrin, Michelle Nichols, Tom O'Connell, Kelly Parks, Brad Root, Jon Stahl, Jason Morgan; Ex-Officio- Stefanie Richardson, Andrew Dutton, Leslie Traves

2022 Committee Chairs: Design-Roger Smalley, Economic Vitality-Eric Stasiowski, Promotions-Ali Burmeister, Organization-Easton Saltsman, Fund Development-Tom O'Connell and Kelly Parks, Membership-Kerrie Bellar

LOOKING AHEAD (2023)

- New Staff: George Sam-Executive Director, Angela Mansier-Events Director
- New Organizational Structure: Organization Committee to include Fundraising and Membership
- Annual Meeting: Jan 25 @ Williams on the Lake with eight community awards, VIP meet & greet
- Community Development Scholarship Fund
- Matching Historic Preservation Grant Program (includes Façade Rehab renderings)
- New Sponsorship Program and Donor Management Software
- New Design Plan and Public Art Proposal for South Town
- Investment Opportunities for South Town
- Launch Interactive Microsite to Visitors with Destination Marketing Campaign
- New Calendar of Events for 2023
- New Winter Foodie Fest-January 10-22 and Medina Fall Festival-Sept 16
- Public Amenities and Streetscape Improvements Proposal

2023 MSM STRATEGIC PRIORITIES

#1 Diversify revenue and funding sources

#2 Position District as a destination, raise awareness

#3 Connect beyond our boundaries, be inclusive of diverse audiences

#4 Develop advocacy voice to advance business vitality, community spirit

2023 MSM ORGANIZATION

Staff: George Sam-Executive Director, Angela Mansier-Events Director

Executive Officers

Eric Stasiowski, The Timken Company – Chairperson

Brad Root, Root Candles – Vice Chairperson

Becky Molnar, Cleveland Clinic – Treasurer

Amy Busby, Medina City Schools – Secretary

Board of Directors

Dr. Christine Beiling, Northeast Ohio Eye Surgeons

Ali Burmeister, Sully's Irish Pub

Amy Demlow, Critchfield, Critchfield, & Johnston

Andrew Dutton, City of Medina
Steve Hambley, Medina County Commissioner
Matt Liegl, Sandridge Foods
Michele Nichols, Community Design Committee
Jason Morgan, Kroger
Kelly Parks, Medina Centre for Dance Arts
Andrew Schuler, Corrigan Krause
Jon Stahl, P.J. Marley's/The Farmer's Table

Ex Officio Board

Kimberly Marshall, City of Medina
Stefanie Richardson, Richardson Farms
Kevin Rych, Huntington Bank
Leslie Traves, Labyrinth Management Group

2023 MSM COMMITTEES & WORK PLANS

Promotions Committee – 1st Wednesdays (sub-committees meet prior to events)

- MSM-Sponsored Events
- Cross Promotions
- Activities Support/Engagement

Organization Committee – 3rd Mondays

- Corporate Policies
- Staff/Contractor Job Descriptions/Handbook
- Emergency Management Plan

Fundraising Sub-Committee

- Beer Fest Fundraiser
- Annual Donor Appeal
- Investment Development

Membership Sub-Committee

- Retain/Build Memberships
- Volunteer/Youth Engagement
- Annual Meeting/Awards Ceremony

Design Committee – 3rd Tuesdays

- Historic District/Facades Preservation
- Streetscape Conditions Assessments
- South Town Development

Economic Vitality Committee – 3rd Wednesdays

- Businesses Advocacy
- Destination Marketing
- Property Development

Executive Officers – 3rd Wednesdays

MSM Board – 3rd Thursdays

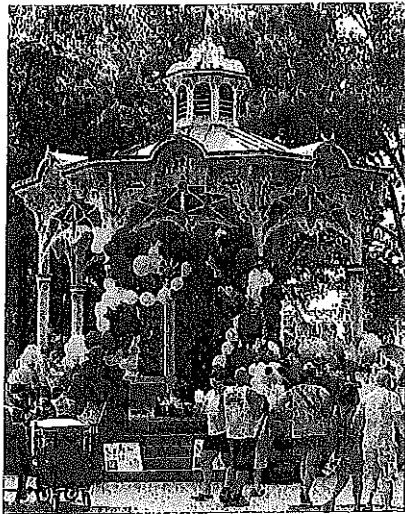
Finance Committee – Meets quarterly

Farmers' Market Committee – Meets as needed

Nominating Committee – Meets as needed

Search Committee – Meets as needed

A Year in Review 2022



2022 HIGHLIGHTS

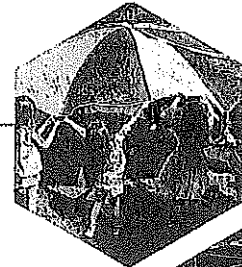
- ✓ Celebrated Main Street Medina's 15th Anniversary
- ✓ Board Managed Significant Staffing Changes
- ✓ Held Volunteer Training Workshop and Expo
- ✓ Provided feedback for City Comprehensive Plan
- ✓ Assisted City with Architectural Review and Historic Preservation guidelines/brochure
- ✓ Hosted Heritage Ohio-Revitalization Workshop
- ✓ Attended National and State Main Street Conferences
- ✓ Launched new website and test launched destination marketing microsite

Main Street Medina
39 Public Square, Suite 305
Medina, Ohio 44256
330-722-6186
Facebook @MainStreetMedina
www.MainStreetMedina.com

Main Street Medina is a non-profit, nationally certified Main Street Program, with a mission to lead the effort for historic preservation, economic vitality, and sustainability of the District as the heart of the community.

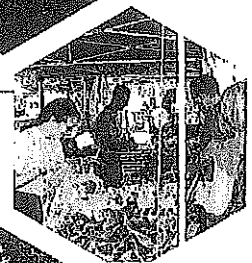
55 SPONSORED EVENTS

Added new South Town Music Festival in South Town District



23 FARMERS MARKETS

40 full- & 16 part-time vendors. Increased SNAP redemptions to \$13,260 (\$10,471 in 2021) Produce Perks to \$12,040 (\$9,224 in 2021)



176,672 VISITORS

Increased from 155,000 visitors in 2021



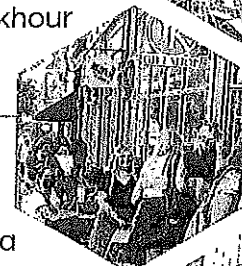
79,722 WEBSITE VISITORS

136,48 Website Page Views
21,362 Facebook Visitors/330,249 Reach



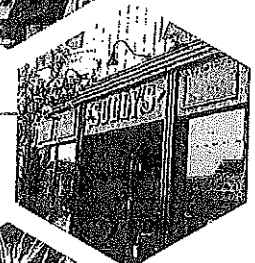
2,510 VOLUNTEER HOURS

\$75,175 donated value at \$29.95 per workhour



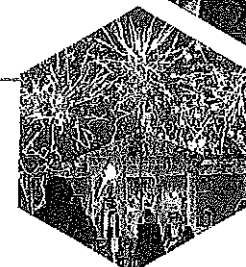
\$244,382 DONOR SUPPORT

7.22:1 Return on Investment (ROI)
\$180,937 in 2021 (5.02:1 ROI)
\$30,000 in support from the City of Medina



134 MEMBER BUSINESSES

12@\$1,000, 16@\$500, 106@\$225 (111 in 2021)
26 non-profit, 66 non-business members



\$1.8M ECONOMIC IMPACT

57:9 ROI based on \$10/person spent at local businesses



2023 Organization Structure

MSM Board of Directors

Eric Stasiowski, Brad Root, Amy Busby, Becky Molnar, Amy Demlow, Steve Hambley, Matt Liegl, Andrew Dutton, Christine Beiling, Andrew Schuler, Ali Burmeister, Jason Morgan, Michelle Nichols, Kelly Parks, and Jon Stahl.
 Ex-Officio: Kimberly Marshall, Stephanie Richardson, Leslie Traves, Kevin Rych

Nominating Committee (TBA) - Executive Officers - Finance Committee (TBA)

President-Eric Stasiowski, Vice President-Brad Root, Secretary-Amy Busby, Treasurer-Becky Molnar

Staff: Executive Director

George Sam

Events Director (staff)

Angela Mansier

Program Director (staff)

TBA

SNAP/PP (coord)

Alyssa Musat

Marketing (contract)

Linda Loveless

Accountant (contract)

Brandi Randles

Social Media (intern)

TBA

Data Collection (intern)

TBA

Organization Committee

Easton Saltsman, chair
 K. Bellar, membership
 K. Parks, funds dev.

Promotions Committee

Ali Burmeister, chair
 Barbara Dzur, city
 L. Loveless, marketing

Design Committee

Roger Smalley, chair
 Andrew Dutton, city
 B. Hoisington, ST rep

Economic Vitality Committee

Lisa Reau, chair
 Kimberly Marshall, city
 C. Morlock, ST rep

Build Consensus and Cooperation

Oversees membership, fundraising and program administration

Involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

Create a Positive Image

Focuses on promotional activities and events designed to attract shoppers, diners, commercial businesses, and investors.

Positions the district as the center of the community and hub of economic activity, while creating a positive image that showcases our unique characteristics.

Improve Physical Appearance

Focuses on downtown physical improvements such as construction, beautification, cleanliness, and safety.

supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Strengthen Economic Base

Focusing on business recruitment, retention, expansion support, and training.

Focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Organizational Directives

MSM Mission: To lead the effort for historic preservation, economic vitality, and sustainability of the District as the heart of the community.

MSM Vision: Be Ohio's premier small-town destination.

MSM Strategic Priorities:

1. Diversify Sources of Funding
2. Raise Awareness for Main Street Medina; Position the Historic District and South Town as a Destination
3. Connect & Engage Beyond our Boundaries; Be Inclusive of Diverse Audiences
4. Develop Advocacy Voice to Advance Business Vitality, Historic Preservation & Community Spirit

Main Street Approach Fundamental Components:

1. Inputs: Community Engagement and Market Understanding;
2. Transformation Strategies: Implemented through Four Points – Organization, Promotions, Design Eco. Vitality
3. Impact: Qualitative and Quantitative Outcomes.

Transformation Strategies:

Ready-to-use strategies — called Catalyst Strategies — fall into two broad categories: those that are focused on a specific customer segment and those that are focused on an industry, product, or service segment. Sectors: 1) Retail, 2) Service Providers, and 3) Food & Beverage

MSM Committees

Promotions: Ali Burmeister (Chair), Melissa Ziogas, Melissa Fox, Kelly Parks, Laura Parnell, Barbara Dzur, Amy Busby, Amanda Hudak, Sam Pietrangelo, Lucy, Susan Harr, Sarah Kost (1st Wednesdays, 8:30am, Sully's)

Est Budget: \$86,000 – Direct Expenses (non-supporting) / \$135,000 – Est. Income (sponsors, vendors, merch., etc.)

1. 2023 Events (coordinate planning, volunteers, marketing, execution, feedback)
2. Cross Promotions (work with small businesses on seasonal marketing activities)
3. MSM Activities Support (assist with memberships, fundraising, donor activities, etc.)

Organization: Easton Saltsman (Chair), Ed Wright, Randy Fuerst, Matt Liegl, Kelly Parks (Funds Dev.), Eric Stasiowski, Jason Morgan, Kerrie Bellar (Membership), Cheryl Murrin, Becky Molnar, Julianne Bedel, Chris Beiling (2nd Tuesdays, noon, Miss Molly's)

1. Organization (review job descriptions-staff/board, events/activities operations-rules, regs, vendors, etc.)
2. Membership (coordinate memberships, annual meeting/acknowledgements, volunteer development)
3. Fundraising (develop Investment Policy; coordination fundraising, sponsorships, donations)

Economic Vitality: Lisa Reau (Chair), Kimberly Marshall, Jaclyn Ringstmeier, Kathy Breitenbucher, Julie McNabb, Sam Custer, Coleen Morlock, Rick Greenberg (2nd Wednesdays, noon, Thyme2)

1. Small Business/Corporate Support (provide tools to encourage economic vitality, unity)
2. Economic Development Support (seek new business/property investment opportunities)
3. Business Marketing (provide tools to promote district as a whole)

Design: Roger Smalley (Chair), Elaine Lamb, Cynthia Szunyog, Brad Hoisington, Andrew Dutton, Katie Heinz, Rick & Tammy Kirby, Leslie Traves, Pam Miller, Michelle Nichols, Tom O'Connell (3rd Tuesdays, 9am, City Hall Rotunda)

1. Property Aesthetics/Development (provide façade renderings/program, building rehab support)
2. Public Spaces (propose streetscape and signage improvements, public space recommendations to city)
3. Pedestrian Amenities (create plans for improved egress, public art, amenities in South Town District)

REQUEST FOR COUNCIL ACTION

No. RCA 23-021-1/23

FROM: Paul Rose, At-Large Councilman
DATE: January 10, 2023
SUBJECT: 2023 SPCA Funding Request

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully requesting Council to provide funding to the SPCA for the year 2023.

Estimated Cost: \$ - TBD

Suggested Funding:

- sufficient funds in Account No. 001-0707-52215
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

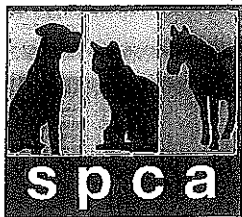
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

medina county



rcvd
10-24-22

Medina County
Society for the Prevention of Cruelty to Animals
8790 Guilford Road, Seville, OH 44273
www.medinacountyspca.com - 330.723.7722
A Non-Profit 501(c)3 Charitable Organization Tax ID#34-1507786

October 20, 2022

President
George "Hub" Marquis

Vice President
Tom Jenkins

Secretary
Sandy Larson

Treasurer
Nicole Florio

Directors
Patrick Hahn
Dawn Marzano
Shaun McWilliams
Nikki Robishaw
Carla Boyle Small
Marty Warchola

Director of Operations
Bailey Ewing

**Manager of
Internal Operations**
Tracey Miller

**Humane Officer
In- Training**
Rachel Batten

**Lead Medical
Technician**
Chelsea Stiles

Mr. Paul Rose, Sr.
Council- at-Large
The City of Medina

Dear Mr. Rose:

The Medina County SPCA is the official humane society for Medina County.
As such, we:

- Investigate and prosecute animal neglect and cruelty
- Provide first responder services for animal emergencies
- Assist local law enforcement with animal handling
- Intake sick, injured and unwanted animals to rehabilitate and adopt out
- Provide humane education

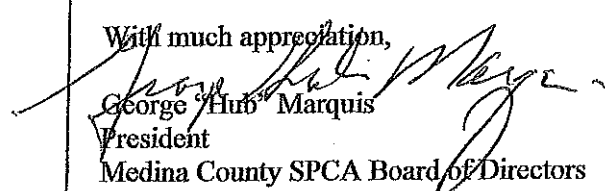
The majority of our funding comes from individual donations, fundraising, and adoption fees. Therefore, we do rely on the financial support of local communities to share in the expenditures we incur serving each of them.

For the fiscal period October 1, 2021 through September 30, 2022, we provided the following services to the City of Medina:

Intake of 256 animals originating in your jurisdiction
(More detailed information available on request)

Our average cost of care per animal serviced is \$280.20. That cost multiplied by the number of animals from your jurisdiction (256) results in a total expense of \$71,731.20. In support of the services we have provided to your jurisdiction, we respectfully request a fair share remuneration to defray the associated costs incurred. It is our hope you see value in the role Medina County SPCA plays in your community. I want to sincerely thank you in advance for your consideration and financial support. If you have any questions regarding our services or suggestions on how we can better serve you, please feel free to contact me at 330.723.7722.

With much appreciation,


George "Hub" Marquis
President
Medina County SPCA Board of Directors

This mailing was made possible through donated materials and volunteer time.

ORDINANCE NO. 103-22

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$10,200.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEAR 2022.

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

- SEC. 1:** That the expenditure of \$10,200.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services.
- 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.
- 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: May 23, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Teresa Knox
Acting Clerk of Council

APPROVED: May 24, 2022

SIGNED: Dennis Hanwell
Mayor

OK
Approved
1-11-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-022-1/23

FROM: Nino Piccoli -Service Director

Committee: Finance

DATE: January 6, 2023

SUBJECT: Water connection

SUMMARY AND BACKGROUND:

Respectfully request Council's authorization to allow the owner of the property located at 4599 Abbeyville Road (York Township), Medina Ohio to connect to the City water system. The property currently has a house and cistern that will be razed in accordance with the variance the owner received from the York Township Zoning Board of Appeals.

Estimated Cost:

Suggested Funding:

Sufficient funds in Account No.

Transfer needed from Account No.

To Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

4599 Abbeyville Road
Medina, Ohio 44256
December 30, 2022

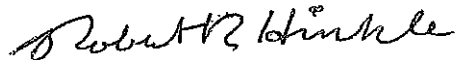
Nino Piccoli, Service Director
Medina City Hall Water Department
132 N. Elmwood Avenue
Medina, Ohio 44256

Dear Mr. Piccoli:

Thank you for assisting me in petitioning the Medina City Council for approval of water service at 4599 Abbeyville Road.

Enclosed is the petition and supporting documentation, the York Township Variance approval notice [VO58-2022] and the minutes from the Zoning Appeals Board meeting.

Sincerely,

A handwritten signature in cursive script that reads "Robert R. Hinkle".

Robert R. Hinkle

4599 Abbeyville Road
Medina, Ohio 44256
December 30, 2022

Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

Petition to the Medina City Council for water service

Dear Medina City Council Members:

I am petitioning you to approve water service for 4599 Abbeyville Road, which is located in York Township and outside Medina City limits [Parcel #045-05D-19-003]. I have lived in Medina since 1989. Approval of my petition will allow me to build a handicapped-equipped house and continue living in Medina; I have Parkinson's disease. My current house is 188 years old and in very poor condition. I received a variance [VO58-2022] on October 13, 2022, from the York Township Board of Appeals because my property is zoned commercial. As a condition of the variance, I am required to demolish the old house with its cistern. I need water service to construct a new house.

Thank you for considering my request.

Sincerely,




Robert R. Hinkle
330-725-4932

NOTICE OF DECISION
York Township Board of Appeals

Dear Sir or madam:

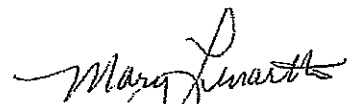
At a meeting of this board held on the 13th day of October, 2022
your application for a variance was Approved.

Regards,


Mary Lenarth, Secretary
York Twp. Bd. Of Appeals

Certification of Notification

I Mary Lenarth, Zoning Secretary for the York Township did on the 13th day of
October 2022, hand deliver/mail by certified mail/ or mail with delivery
confirmation to the applicant addressed above a copy of the decision of the Board of
Appeals in regard the application No. V058-2022


Mary Lenarth, Secretary
York Twp. Bd. Of Appeals

YORK TOWNSHIP BOARD OF APPEALS

October 13, 2022

The York Township Board of Zoning Appeals held their monthly meeting in the York Town Hall/Fire complex on October 13, 2022.

Christine Barnes called the meeting to order at 6:30 pm.

The Pledge of allegiance was said.

Board Members Present:

Christine Barnes, Ronald Fabich, Chris Kosman, Roger Mittler, and Alternate Jessica Gerspacher were present. Richard Hill was unable to attend.

Christine Barnes asked Alternate Jessica Gerspacher to come forward to be on the Board in the absence of Richard Hill.

Guests:

Stephan Ibos-Zoning Inspector, Robert Hinkle, Paulette Goll, David Hull-Board Member of the York Township Zoning Commission

Minutes:

The Board Members reviewed the proposed minutes from the March 10, 2022 meeting. Roger Mittler made a motion to approve the proposed minutes. Jessica Gerspacher seconded the motion. Roll Vote: Christine Barnes-aye; Ronald Fabich-aye; Chris Kosman-aye; Roger Mittler-aye; Jessica Gerspacher-aye. Minutes approved.

Public Hearing – Robert Ross Hinkle - Variance

Christine Barnes opened the Public Hearing for Robert Ross Hinkle.

Mary Lenarth read the legal ad as published in the September 27, 2022 edition of the Medina County Gazette:

The York Township Board of Zoning Appeals will hold a public hearing, October 13, 2022, 6:30 pm at the York Township Hall/Fire Complex, 6609 Norwalk Road to consider a variance request from Robert Ross Hinkle, 4599 Abbeyville Road, Medina, Ohio (Parcel # 045-05D-19-003) for a variance from Article III, Section 304.02.A Permitted Uses; of the York Township Zoning Resolution. The request is for a variance to build a new home in an Industrial District. Robert Hinkle would like to remain living on the property and build the new house; then demolish the existing house.

Christine Barnes swore in Robert Ross Hinkle and Steve Ibos-Zoning Inspector.

Christine Barnes asked Robert Ross Hinkle to explain his intentions.

Robert Ross Hinkle explained he wants to obtain a variance allowing him to build a house on his property which is zoned Industrial, at the completion of the new house the old house will be demolished; the old house was built in 1845 and is not worth trying to save. Robert Ross Hinkle went on to explain he moved into the current home in 1989; thirteen (13) years before the property was zoned Industrial; if variance is granted all setbacks and building requirements will be adhered to.

Roger Mittler asked Steve Ibos why this variance request is before the York Township Board of Zoning Appeals. Roger Mittler explained he feels this is something that should go before the York Township Zoning Commission to be rezoned as R1, Residential.

Steve Ibos explained this is not a permitted use for an Industrial area and was directed to go down this path to try for approval for Robert Ross Hinkle to continue to use as the property as it is being used today.

Roger Mittler explained this is at least twice the residents have gone before the Board of Zoning Appeals with a situation like this and feels this should be put to the Zoning Commission and have this rezoned R1 Residential.

Board Members and Steve Ibos discuss rezoning issues in York Township. Steve Ibos explained the York Township Zoning Commission is working on writing a new Comprehensive Plan and thought this might be an area to go back to and revisit.

Steve Ibos explained that Robert Ross Hinkle just wants to know if he can move forward with his plans on this property.

Roger Mittler asked Robert Ross Hinkle when he plans to start building. Robert Ross Hinkle explains he wanted to get the approval first before he makes any other plans.

Roger Mittler explained he is not opposed to the request of Robert Ross Hinkle, he just feels that he is asking for a variance when he should not have to. Roger Mittler stated he does not feel that Robert Ross Hinkle should be charged for this meeting.

Steve Ibos stated if this goes through the Zoning Commission this should not even be by Robert Ross Hinkle's request, we should just be doing it, right?

Roger Mittler explained he is not upset with Steve Ibos, just he feels the zoning should be cleaned up.

Steve Ibos stated this is probably the right way to go about this is to get this rezoned.

Steve Ibos is not trying to sway the Board Members in anyway; but for the sake of Robert Ross Hinkle and being able to move forward with his plans for this property, could the variance be approved if the Board Members sees fit.

Roger Mittler stated sure it could be approved if the Board Members said so; but the Board Member do not have any guarantee that the York Township Zoning Commission is going to go back and look at these problem areas and straighten things out.

Steve Ibos stated he does not want Robert Ross Hinkle to be delayed with his plans.

Roger Mittler stated that is why he is trying to make it clear that he is not against what Steve Ibos is requesting, this is the third time we have had a variance like this.

Christine Barnes asked what the time frame would be to rezone the property and move forward with building a new house for Robert Ross Hinkle. Steve Ibos stated much longer. David Hull stated York Township would not want to do spot zoning. David Hull also stated if you would try to rezone the property it would take at least three (3) to five (5) months.

Board Members, Steve Ibos and David Hull discuss zoning problems in York Township.

Roger Mittler explained why the Board Member are required to go through the Duncan factors.

Duncan Factor #1:

- . Will the property yield a reasonable return.*
- . Can there be a beneficial use of the property without the variance.*

Roger Mittler answered yes, they could get a reasonable return on the property, and they could continue to use it as a residential property without the variance.

Paulette Goll asked to be sworn in. Christine Barnes swore in Paulette Goll.

Paulette Goll explained Robert Ross Hinkle has Parkinson's disease and is progressively getting worse; the new house will have handicap features to make sure he can live in it. Paulette Goll stated if Robert Ross Hinkle is not able to obtain the variance then the choices they have are very grim for them. Paulette Goll stated they need this new house; Robert Ross Hinkle wants to stay where he is, the longer they wait the more the interest rates will be going up and with their age it will be very difficult. Paulette Goll asked with theses factors for the Board Members to please consider their request.

Duncan Factor #1 continued-- Ronald Fabich answered yes. Jessica Gerspacher answered yes. Chris Kosman answered yes. Christine Barnes and the Board Members discussed in detail this Duncan Factor.

Christine Barnes does not feel this question is fair.

Duncan Factor #2:

. Is the variance substantial?

Roger Mittler answered no, because all they want to do is to replace an existing house with a new house; they are not changing the character of the property. Ronald Fabich agrees, they are keeping it Residential.

Duncan Factor #3:

. Will the essential character of the neighborhood be substantially altered?

. Will adjoining properties suffer a substantial detriment if the variance is granted?

Board Members agreed the neighborhood will not be altered.

Duncan Factor #4:

. Will the variance adversely affect the delivery of governmental services?

Chris Kosman answered he thinks they can respond better than most residential properties. Steve Ibos mentioned that Fire Chief Jason Creamer approved of the variance.

Duncan Factor #5:

. Did the property owner purchase the property with the knowledge of the zoning restrictions?

Robert Russ Hinkle stated when he purchased the property he was not aware of the zoning restrictions.

Duncan Factor #6:

. Can the problem be solved by some matter other than the granting of a variance?

Roger Mittler answered yes but it is going to take five (5) months for York Township to rezone it R1. Residential.

Duncan Factor #7:

. Does the variance preserve the "spirit and intent" of the zoning requirement and Will "substantial justice" be done by granting the variance?

Roger Mittler answered yes because the property owner did not cause any of this. Ronald Fabich agreed.

Christine Barnes asked if anyone was prepared to make a motion.

Roger Mittler made a motion to grant a variance request from Robert Ross Hinkle, 4599 Abbeyville Road, Medina, Ohio (Parcel # 045-05D-19-003) for a variance from Article III, Industrial District; Section 304.02.A Permitted Uses; of the York Township Zoning

Resolution. The request is for a variance to build a new home in an Industrial District. Robert Ross Hinkle has stated after the new house is built the existing house will be demolished the time frame for demolishing the existing house is one-hundred eighty (180) days after final inspection by the Medina County Building Department.

Chris Kosman seconded the motion.

Christine Barnes asked Robert Ross Hinkle if one-hundred eighty (180) days after he moves into his new home is a reasonable amount of time for him to demolish the existing house. Robert Ross Hinkle said he thought it would be enough time.

Roll call: Christine Barnes-aye; Ronald Fabich-aye; Chris Kosman-aye; Roger Mittler-aye, the reason he is voting aye is that Duncan Factor #2 will not alter the neighborhood, Duncan Factor #3 the variance will not affect fire and ambulance services; and Jessica Gerspacher-aye. Motion approved.

Roger Mittler stated he wants it to go on record and may be Steve Ibos can bring it up to the York Township Trustees that Roger Mittler feels that Robert Ross Hinkle should get his four-hundred (\$400) dollars back for this Pubic Hearing. Roger Mittler thinks they should not have been required; just like the last property owner on Fenn Road, or charged by York Township for this type of variance.

Roger Mittler also stated you cannot go on what a Realtor tells you regarding zoning; they will tell you, that you are good; the property owner has to research this on their own.

Correspondence:

There was no Correspondence.

Zoning – Steve Ibos

Steve Ibos stated he would like to mention that he has approval to go ahead with the Comprehensive Plan by Trustees. He submitted a grant to the Medina County Planning Commission, which was received. Steve Ibos also mentioned George Smerigan will be helping the York Township Zoning Commission; this will probably be starting towards the end of this year and go into next year. Steve Ibos mentioned to the Board Members if there is something that is false or not working within the Comprehensive Plan that it should be noted and considered as they are working on the Comprehensive Plan.

Roger Mittler stated he feels that every place of industrial property should be looked at; it does not make sense that it is still zoned industrial. Board Members, Steve Ibos and David Hull discussed industrial zoning.

Roger Mittler would like to mention to the Board Members that years ago he went to a class regarding the Duncan Factors they mentioned and that by using the Duncan Factors if it ever went to court the judge would use their comments of why we did or did not grant a variance. Roger Mittler also stated he was told when you make your vote whether you say yes or no, you should site some factors as to why you are making your decision,

then it is public record that if it ever went to court the judge would have that right in front of them and understand why the decision was made or why you chose to make the decision one way or another. Roger Mittler thought it was probably the Medina County Prosecutor that came in and gave the class. Roger Mittler explained it really protects the Board Members and York Township.

Christine Barnes asked Steve Ibos if he had anything else.

Steve Ibos mentioned Wolff Brothers Supply did come in with their final plans; they did change the road that goes around the new addition, therefore, Wolff Brothers Supply will be going before the York Township Zoning Commission again. Steve Ibos also mentioned Wolff Brothers Supply is looking to break ground soon. David Hull explained the water runoff and drainage problems.

Steve Ibos mentioned Ted Wolff of Wolff Brothers Supply was talking about the possibility of installing a generator for the facility. Steve Ibos stated it might need to go before the York Township Board of Zoning Appeals.

The TC Energy station on Stigler Road was discussed.

Old Business:

There was no Old Business.

New Business:

There was no New Business.

Adjourn:

Christine Barnes adjourned the meeting at 7:50 pm.

Christine Barnes, Chairperson

Mary Lenarth, Secretary

e/k Hammed
1-11-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-023-1/23

FROM: Nino Piccoli, Service Director
DATE: January 9, 2023
SUBJECT: 2023 Material Bids

Committee: Finance

SUMMARY AND BACKGROUND:

I hereby respectfully request Council's consideration to advertise and bid for the furnishing of one (1) year's supply of materials for various departments to include the maintenance of the streets and water lines, street salt, City properties, the various chemical supplies for the treatment of drinking water, and water meters.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

ok attached 1-11-2023
REQUEST FOR COUNCIL ACTION

No. RCA 23-024-1/23
Finance

FROM: Nino Piccoli Service Director

DATE: June 9, 2023

SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

P.O. # 2023-816
Respectfully requesting Council's authorization to increase an existing Purchase Order for Goodyear Tire and Rubber Company. The original Purchase Order was approved by the Board of Control on January 9, 2023 for \$15,000.00. We are requesting to increase the PO to \$45,000.00. *P.O. #*

Tires purchased by the Sanitation department are new Goodyear Tier 1 and recap truck tires at State bid pricing.

Suggested Funding: \$30,000 – new total \$45,000

- Sufficient funds in Account No. 514-0543-53321
- Transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



City of Medina
 132 North Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

PURCHASE ORDER

Page: 1
 P.O. Number: 2023000816
 P.O. Date: 01/09/2023
 Req. Number: 2023-SANI-0018
 Requested By: Lilly Selva
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To SANITATION DEPARTMENT
 CITY OF MEDINA
 781 W SMITH RD
 MEDINA, OHIO 44256

Vendor W00307
 GOODYEAR TIRE & RUBBER COMPANY
 DBA: FKA WINGFOOT
 2948 CENTER ROAD
 BRUNSWICK, OH 44212

TERMS:
 1. City of Medina is exempt from excise or sales tax.
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
 3. Delivery must be prepaid to destination shown above or billed to same.
 4. No change may be made in this order without consent of the Director of Finance.
 DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
BOC APPROVED 1/9/23						
Accounting						
001	RB-MAINT OF EQUIPMENT	514-0543-53321				\$15,000.00

Purchase Order Total: \$15,000.00

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

Keith A. Dvornak

1/12/2023

Director of Finance

Date

*OK
As Handed
1-11-2023*
REQUEST FOR COUNCIL ACTION

No. RCA 23-025-1/23

Committee: *Finance*

FROM: Nino Piccoli
Sanitation Department
DATE: January 6, 2023

SUBJECT: Purchase of a Rear Load Sanitation Truck

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to advertise, bid and award for the purchase of (1) one Pac Mac "RLM 13" series truck mounted, 13 cubic yard rear loader packer body to be mounted on a Freightliner M2 106 Conventional Cab and Chassis delivered to the City of Medina complete. Specifications for both the Cab and Chassis and the packer body will be available in the Mayor's Office.

Estimated Cost: \$196,370.00

Suggested Funding:

- sufficient funds in Account No. 514-0543-54417
- transfer needed from Account No.
To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 23-026-1/23

Committee: Finance/Council

FROM: Grants
DATE: January 12, 2023
SUBJECT: Target of Opportunity Grant

SUMMARY AND BACKGROUND:

Council is requested to authorize a payment of \$141,000.00 to Dunlop & Johnston, Inc., for work to be performed at the Medina County Battered Women's Shelter as part of the CDBG-Target of Opportunity Grant. The funds to cover this payment in the amount of \$141,000.00 are available in Account No. 125-0451-55212, AD-20-03.

This contract will cover the cost of installation of new cupboards and flooring throughout the shelter.

Estimated Cost: \$141,000.00

Suggested Funding:

- sufficient funds in Account No. See above
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 23-021-1/23
Committee: Finance

FROM: Patrick Patton
DATE: January 17, 2023
SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Wintrow Construction for emergency railroad repairs to the city railway. (See attached invoices #27269 and #27268)

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost: \$7,513.42

Suggested Funding:

- sufficient funds in Account No. 145-0630-54411
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res.
Date:



INVOICE

Wintrow Construction Corporation
673 Norton Avenue
Barberton OH 44203-1725
330-753-2983

Invoice No: 27269
Date: 12/6/2022
Due Date: 1/5/2023
Customer PO #
Job No: 8156

RECEIVED

DEC 06 2022

**CITY OF MEDINA
ENGINEERING DEPT.**

Bill To:
City of Medina, OH
132 North Elmwood Ave.
P.O.Box 703
Medina, OH 44256

Job Address:
near Kokosing Plant
Medina, OH

Terms: Net 30 Days
A late payment charge of 1½% per month (18% annum) shall be assessed on any past due balance.

Accounts Receivable Email: Jennifer@WintrowConstruction.com

Description	Unit	Qty.	Unit Price	Extended Price
Emergency Work Performed 11/10/22				
Uncovered buried track beside Kokosing Plant to expose broken rail: removed & replaced broken rail, drilled holes, installed joint bars & new bolts; plugged, gauged & spiked ties; backfilled with material removed from track				
Supervisor	EC OT	1.00	114.52	114.52
Foreman	EC OT	5.00	114.52	572.60
Operator	EC OT	5.00	105.43	527.15
Operator	EC OT	5.00	105.43	527.15
Laborer	EC OT	5.00	95.50	477.50
Laborer	EC OT	5.00	95.50	477.50
Crew Truck / Tool Truck / Boom / Backhoe / Air Compressor	EQUIP	1.00	1,050.00	1,050.00
Track Bolts/Washers	EA	8.00	5.05	40.40
18' #100ASCE Rail, relay	EA	1.00	360.00	360.00
Joint Bars	PR	2.00	90.00	180.00

Subtotal: \$ 4,326.82
***Sales Tax (if applicable):** \$ 0.00
Invoice Amount (USD): \$ 4,326.82

Please reference invoice number on check
*Enclose a tax exempt certificate if sales tax is deducted from remittance



INVOICE

Wintrow Construction Corporation
673 Norton Avenue
Barberton OH 44203-1725
330-753-2983

Invoice No: 27268
Date: 12/6/2022
Due Date: 1/5/2023
Customer PO #
Job No: 8146

RECEIVED

DEC. 06 2022

Bill To:
City of Medina, OH
132 North Elmwood Ave.
P.O.Box 703
Medina, OH 44256

**CITY OF MEDINA
ENGINEERING DEPT.**

Job Address:
East of Osborne Stone Xing
Medina, OH

Terms: Net 30 Days
A late payment charge of 1½% per month (18% annum) shall be assessed on any past due balance.

Accounts Receivable Email: Jennifer@WintrowConstruction.com

Description	Unit	Qty.	Unit Price	Extended Price
Work Performed 10/25/22				
Mobilized to Medina to replace a broken rail, approx. 100' east of the crossing at Osborne Stone - installed a 33' piece of rail with 2 sets of bars				
Foreman	HR	5.00	70.85	354.25
Operator	HR	5.00	65.75	328.75
Operator	HR	5.00	65.75	328.75
Laborer	HR	5.00	59.59	297.95
Crew Truck / Tool Truck / Boom / Backhoe / Air Compressor	EQUIP	1.00	1,025.00	1,025.00
Spikes	50#KG	0.50	75.00	37.50
Track Bolts/Washers	EA	8.00	5.05	40.40
33' #90RB Rail, relay	EA	1.00	594.00	594.00
Joint Bars	PR	2.00	90.00	180.00

Subtotal: \$ 3,186.60
***Sales Tax (if applicable):** \$ 0.00
Invoice Amount (USD): \$ 3,186.60

Please reference invoice number on check
*Enclose a tax exempt certificate if sales tax is deducted from remittance

REQUEST FOR COUNCIL ACTION

No. RCA 23-028-1/23
Committee: Finance

FROM: Andrew Dutton

DATE: 1/17/23

SUBJECT: S. Court St. Hotel Easements - *Discussion*

SUMMARY AND BACKGROUND:

The City of Medina Historic Preservation Board, Planning Commission, and Board of Zoning Appeals approved the construction of a Downtown Hotel in November of 2022. Plans indicated that agreements would be necessary between the City and the Developer, Jim Gerspacher, for the project.

The attached agreement has been submitted including the following, which are generally referenced on the included map:

1. An easement for hotel traffic to access the rear entrance of the hotel property through City Lot #4/Feckley Lot.
2. A utility easement to allow underground utilities for the hotel on City Lot #4/Feckley Lot.
3. An easement allowing the planting of landscaping, the construction of a vehicular entrance, and the construction of a handicap-accessible ramp for the hotel on City Lot #4/Feckley Lot.
4. The construction of EV charging stations on the City Lot #4 property.
5. Public pedestrian access along a curved sidewalk on the hotel property.

The attached draft agreement has been submitted for discussion purposes. If Council is generally in favor of the above items, Mr. Gerspacher will proceed with revisions to the agreement and the creation of the required exhibits.

Estimated Cost: N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

ACCESS, GENERAL UTILITY, SIDEWALK, [AND EV CHARGING STATION]
EASEMENT AGREEMENT

THIS ACCESS, GENERAL UTILITY, SIDEWALK, [AND EV CHARGING STATION] EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____, 2023 (the “**Effective Date**”) by and between **THE CITY OF MEDINA** (the “**City**”) and **JAMES GERSPACHER, LLC**, an Ohio limited liability company (“**JG**”, together with the City referred to herein collectively as the “**Owners**”, and each individually, an “**Owner**”).

RECITALS

A. The City is the owner of certain real estate located in Medina, Ohio, known as Parcel Number 028-19A-21-240 (the “**City Parcel**”) and legally described on **Exhibit A**, attached hereto and incorporated herein.

B. JG is the owner of certain real estate located in Medina, Ohio, known as Parcel Numbers 028-19A-21-344 and 028-19A-21-345 (collectively, the “**JG Parcel**”, together with the City Parcel, referred to herein collectively as the “**Parcels**”, and each individually, a “**Parcel**”) and legally described on **Exhibit B**, attached hereto and incorporated.

C. The Parcels are contiguous and adjacent to each other as identified on **Exhibit C** (the “**Site Plan**”) attached hereto and incorporated herein.

D. The Owners desire to enter into certain covenants and agreements, and to grant to each other certain easements, pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. **Recitals**. The foregoing Recitals are incorporated in and made a part of this Agreement to the same extent as if herein set forth in full.

2. Grant of Easements.

(a) Access Easements. The City hereby grants, sells, bargains and conveys to JG, and its successors and assigns, a perpetual, non-exclusive easement and right of way, on, over and across that portion of the area of the City Parcel depicted on the Site Plan and identified as the "Access Easement Area" [and as legally described on Exhibit D-1 attached hereto and incorporated herein] (the "**Access Easement Area**") for the purposes of vehicular and pedestrian ingress and egress to and from S. Court Street, the City Parcel and/or the JG Parcel, for JG and its occupants, tenants, guests, licensees, invitees, vendors, customers, employees, successors and assigns. The City hereby reserves for itself and its successors and assigns use of the Access Easement Area for any and all purposes not directly inconsistent with the easement and rights above granted.

The City further hereby grants, sells, bargains and conveys to JG, and its successors and assigns, a perpetual, non-exclusive easement on, over, under, upon, across and within that portion of the area of the Access Easement Area identified on the Site Plan as the "Cross Connection" (the "**Cross-Connection Area**"), for the purposes of vehicular and pedestrian ingress and egress, and to construct, maintain, operate, service, replace and repair an access driveway (which may be concrete, asphalt or such other material reasonably determined by JG). The City agrees that the Cross-Connection Area shall at all times be kept clear and unobstructed.

The City further hereby grants, sells, bargains and conveys to JG, and its successors and assigns, a perpetual, non-exclusive easement on, over, under, upon, across and within that portion of the area of the City Parcel identified on the Site Plan as the "Ramp Connection" (the "**Ramp-Connection Area**"), for the purposes of pedestrian ingress and egress, and to construct, maintain, operate, service, replace and repair an access ramp with a retaining wall structure, foundations, walkway and handrail (which may be concrete, asphalt and/or such other materials reasonably determined by JG). The City agrees that the Ramp-Connection Area shall at all times be kept clear and unobstructed.

(b) Utility and Landscape Easement. The City hereby grants, sells, bargains and conveys to JG, and its successors and assigns, a perpetual, non-exclusive easement on, over, under, upon, across and within that portion of the area of the City Parcel depicted on the Site Plan and identified as the "Utility Easement Area" [and as legally described on Exhibit D-2 attached hereto and incorporated herein] (the "**Utility Easement Area**"), for the purpose to construct, maintain, operate, service, replace, repair and/or remove any utilities, such as, for purpose of illustration but not limitation, water pipelines and sanitary sewer lines, storm water drains and sewers, electrical lines, natural gas lines, telephone lines, cable television and other communication lines and other utilities to be determined in JG's sole discretion. The City also hereby grants, sells, bargains and conveys to JG, and its successors and assigns, a perpetual, exclusive easement to install, plant, maintain, inspect, remove and replace trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation, and landscaping features, including irrigation and lighting. The City hereby reserves for itself and its successors and assigns use of the Utility Easement Area for any and all purposes not directly inconsistent with the easement and rights above granted. Notwithstanding

anything herein to the contrary, at the conclusion of any construction, service or repair activities within the Utility Easement Area, JG, at its sole cost and expense, shall promptly restore the surface and any improvements damaged and any adjacent areas disturbed during the construction, service or repair activities to the condition of the disturbed or damaged area before such construction, service or repair activities were conducted within the Utility Easement Area.

(c) Sidewalk Easement. JG hereby grants, sells, bargains and conveys to the City, and its successors and assigns, a perpetual, non-exclusive easement on, over, under, upon, across and within that portion of the area of the JG Parcel depicted on the Site Plan and identified as the "Sidewalk Easement Area" [and as legally described on Exhibit D-3 attached hereto and incorporated herein] (the "**Sidewalk Easement Area**"), for the purpose of a public sidewalk. JG hereby reserves for itself and its successors and assigns use of the Sidewalk Easement Area for any and all purposes not directly inconsistent with the easement and rights above granted.

[(d) EV Charging Station/Utility Easement. FOR DISCUSSION. JG requests the City be responsible for buying the EV units to be located on the City Parcel, and installing, maintenance, replacement, rate setting and rules for usage, with shared revenue to JG and the City to compensate for power used and some use agreement for hotel guests. JG will have EV units on the JG Parcel that JG will control, running off the same power lines as the EV units on the City Parcel. Will need to address metering.]

3. Repairs, Maintenance and Snow Removal. The City or the then owner of the City Parcel, as the case may be, shall have complete responsibility for maintenance (including snow removal), repairs (including restriping and resealing) and replacement, if necessary, of all improvements in or on the Access Easement Area (excluding the Cross-Connection Area and Ramp-Connection Area, which shall be the responsibility of JG or the then owner of the JG Parcel) at the sole cost and expense of the City or the then owner of the City Parcel, as the case may be.

All such snow removal, maintenance, repairs and replacements shall be undertaken and performed in a first-class manner consistent with other comparable properties to the City Parcel in the general area of the City Parcel. If the City or the then owner of the City Parcel, as the case may be, fails to undertake and perform the maintenance, repair and replacement of the improvements in or on the Access-Easement Area as above required, thirty (30) days after written notice to the City or the then owner of the City Parcel, as the case may be, and a continued failure of the City or the then owner of the City Parcel, as the case may be, to undertake and perform any required maintenance, repair or replacement, JG or the then owner of the JG Parcel, as the case may be, shall have the right, but not the obligation, to perform such maintenance, repair or replacement; provided, however, the aforesaid thirty (30) day cure period shall be reasonably extended so long as a cure of the continued failure is commenced within the aforesaid thirty (30) cure period and diligently pursued to completion. The reasonable costs and expenses of effecting any such curative action shall be an indebtedness owed by the City, payable on demand with interest at the rate of ten percent (10%) (the "**Default Rate**") from the date of demand by JG or the then owner of the JG Parcel.

Notwithstanding the foregoing, in the event of (i) an emergency, (ii) material blockage or unreasonable impairment of JG's or the then owner of the JG Parcel's right to use the Access

Easement Area and/or Utility Easement Area and/or (iii) the Access Easement Area and/or Utility Easement Area is in such condition that it is unusable by JG or the then owner of the JG Parcel, then JG or the then owner of the JG Parcel may upon such advance notice as is reasonably possible under the circumstances (or, if necessary, no notice, so long as notice is given as soon as possible thereafter) cure the same and be reimbursed by the City the reasonable costs and expenses of effecting any such curative action shall be an indebtedness owed by the City, payable on demand with interest at the Default Rate from the date of demand by JG or the then owner of the JG Parcel.

In addition to the rights delineated in this Agreement, in the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner, as applicable, shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

4. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Access Easement Area, Utility Easement Area, or Sidewalk Easement Area [or EV Charging Station Easement Area] to the general public or for any public use or purpose whatsoever. It is expressly agreed that each grant above provided for is of an easement only, and that fee simple title to each easement area shall remain with the City or JG, as the case may be, or its respective successors and assigns.

5. Priority. Each of the City and JG represents and warrants that the easements granted pursuant to this Agreement are senior in priority to all mortgage or other liens encumbering the respective easement area over which such easement is granted. Each of the City and JG covenants and agrees to immediately obtain a subordination, in a form acceptable to the other, of any mortgage or other lien which has or attains priority over the easements granted herein. **[Drafting Note: JG will need to obtain subordination from existing lender depending on the timing of recording this Agreement]**

6. Easement to Run with Land. All of the easements, rights and obligations herein created, granted and/or imposed shall be covenants running with the land, subject to the terms and conditions of this Agreement, and shall be binding on and inure to all persons having or acquiring fee title to either the City Parcel or the JG Parcel, as the case may be. The easements granted hereby and all the rights and obligations incident thereto as above provided will commence as of the Effective Date and shall continue in perpetuity.

7. Successors and Assigns. All of the easements, licenses, rights and obligations herein created, granted and/or imposed shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Wherever the term the City or JG is used herein, the term shall be deemed to include the successors and assigns of that party.

8. Amendment and Termination. This Agreement may be amended or terminated only by a written instrument executed by the City and JG or their respective successors and assigns.

9. Further Instruments. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

10. Miscellaneous. No determination by any court, governmental, administrative or other entity that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. This Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by law. The parties hereto waive trial by jury in any matters arising under this Agreement. Time is of the essence for the performance of all obligations under this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement of the parties as to the matters set forth herein. There are no oral representations, warranties or other statements whatsoever except as expressed herein. This Agreement shall not be modified except in writing signed by both parties hereto or their respective successors and assigns.

[12. Indemnification. Each Owner (as such, the “**Indemnifying Owner**”) hereby agrees to indemnify, defend and hold harmless the other Owner and the other Owner’s agents, employees, invitees, representatives, officers, shareholders, managers, and members (collectively “**Indemnified Owners**”), from and against any and all liability, claims, demands, judgments, costs and expenses (including reasonable attorneys’ fees and court costs) that any Indemnified Owners may incur by reason of the use of Access Easement Area, Utility Easement Area, Sidewalk Easement Area or EV Charging Station Easement Area by the Indemnifying Owner or by reason of any default, breach, violation or non-performance by any of the Indemnifying Owner’s obligations under this Agreement or any provision hereof; provided no Indemnifying Owner shall be responsible or obligated to indemnify any Indemnified Owner for any liability, claims, demands, judgments, costs and expenses (including reasonable attorneys’ fees and court costs) that the Indemnified Owner may incur by reason of the Indemnified Owner’s own negligence, willful acts or omissions.]

13. Attorneys’ Fees. If the Owners litigate any provision of this Agreement, the unsuccessful litigant (as determined by the court of competent jurisdiction) will pay to the successful litigant all reasonable and actual costs and expenses, including reasonable attorney fees and court costs, incurred by the successful litigant at trial and on any appeal.

14. Authority. The Owners hereto each represents that it is duly authorized to enter into this Agreement and that the person executing this Agreement on its behalf has been duly

authorized to execute this Agreement.

15. Time is of the Essence. Time is of the essence of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

[Balance of Page Blank; Signature Pages Follow]

**SIGNATURE PAGE TO
ACCESS, GENERAL UTILITY, SIDEWALK, [AND EV CHARGING STATION]
EASEMENT AGREEMENT**

The City:

CITY OF MEDINA

By: _____

Name: _____

Its: _____

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of the **CITY OF MEDINA**, on behalf of the City. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public, State of _____
My commission expires: _____

This instrument prepared by:
The Law Offices of Phillip A. Helon
Phillip A. Helon, Esq.
2211 Medina Road, Suite 100
Medina, Ohio 44256
(216) 978-7463

**SIGNATURE PAGE TO
ACCESS, GENERAL UTILITY, SIDEWALK, [AND EV CHARGING STATION]
EASEMENT AGREEMENT**

JG:

JAMES Gerspacher, LLC,
an Ohio limited liability company

James Gerspacher, Manager

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by James Gerspacher, the Manager of **JAMES Gerspacher, LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public, State of _____
My commission expires: _____

This instrument prepared by:
The Law Offices of Phillip A. Helon
Phillip A. Helon, Esq.
2211 Medina Road, Suite 100
Medina, Ohio 44256
(216) 978-7463

EXHIBIT "A"

[City Parcel Legal Description]

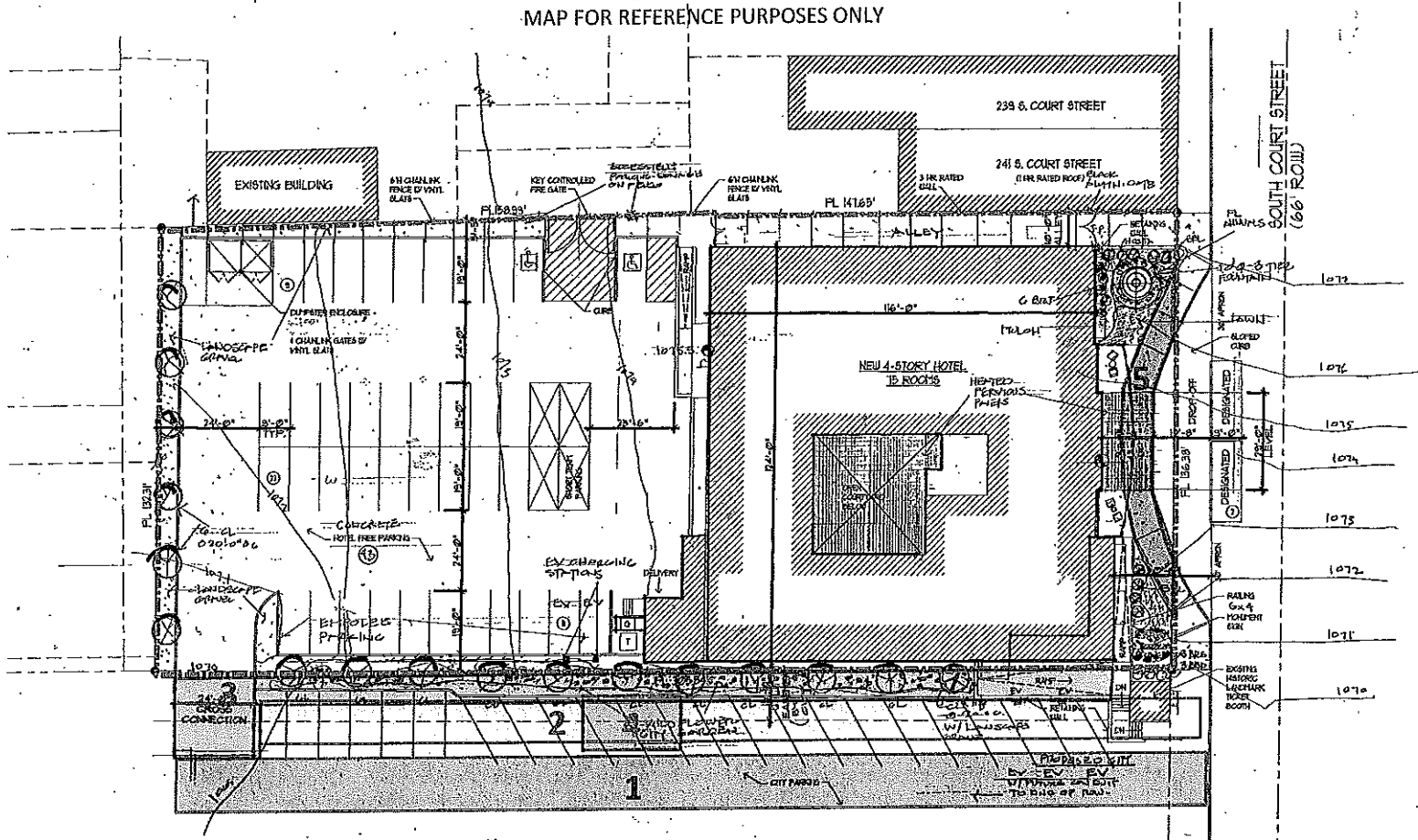
EXHIBIT "B"

[JG Parcel Legal Description]

EXHIBIT "C"

[Site Plan]

MAP FOR REFERENCE PURPOSES ONLY



LANDSCAPE
SITE PLAN

SCALE - 1" = 20'

NOTE:
NOT A SURVEY. ALL DIMENSIONS TO BE VERIFIED IN-FIELD

OK
R. Hannell
1-17-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-029-1/23

FROM: Jansen Wehrley *JW*
DATE: January 17, 2023
SUBJECT: Bids Job #1055: MCRC Fitness Room Addition

Committee: Finance

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center (MCRC) respectfully request Council's authorization to advertise, bid, and award a contract for the construction of a Fitness Room Addition at the Medina Community Recreation Center. This project consist of a building addition of approximately 1,800 SF with a construction budget of \$700,000 and an additional owners reserve contingency of \$70,000. This work will be bid as a single prime contract and will require the use of prevailing wage as a provision of the grant-funding program.

The MCRC has worked with Fanning Howey Associates Inc. and the Medina City School District on the feasibility study, design, plans, and construction estimate. Additionally, the City has executed a Joint Development Agreement with the Medina City School District Board of Education authorizing the project as outlined (Resolution 022-028).

The City has received Capital Improvement funding through House Bill 687 in the amount of \$350,000 for this project. This grant is a 50% match and the City is required to spend at least \$350,000 on the project. The matching funds for the project will come from carryforward funds that the facility has saved over the last several years.

ODNR Grant Number: MEDI-028C

Please see attached documents for further information and design.

*Grant Portion \$350,000
Acct # 110-0316-54412*

Estimated Cost: \$770,000.00

Suggested Funding: 574-0350-54412 (\$350,000)

- sufficient funds in Account No.
 - transfer needed from Account No. _____ to Account No. _____
 - **NEW APPROPRIATION** needed in Account No. _____
- Emergency Clause Requested: NO**
Reason:

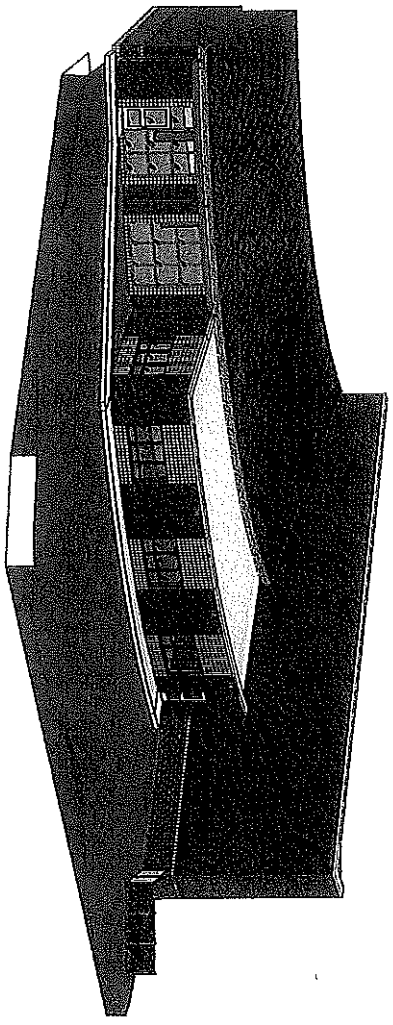
COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Recreation Center Expansion at Medina High School



OWNER
**CITY OF MEDINA &
 MEDINA CITY
 SCHOOLS**



ARCHITECT
**FANNING HOWEY
 ASSOCIATES INC.
 DUBLIN, OH 43017
 614.764.4661**



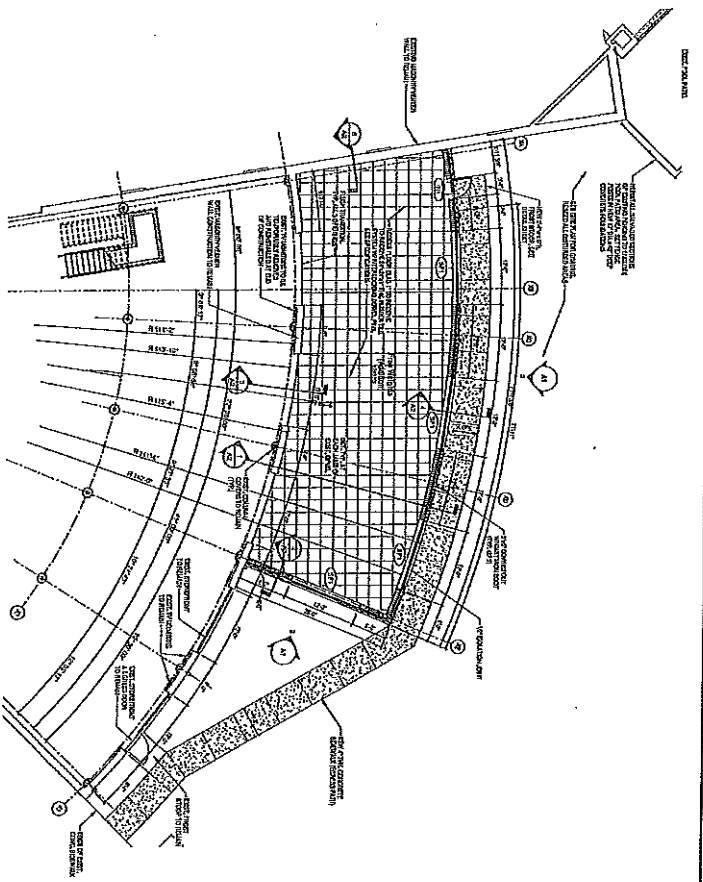
ARCHITECTURAL ASSOCIATES
**JEZERINAC GEERS &
 ASSOCIATES
 DUBLIN, OH 43017
 614.766.0066**



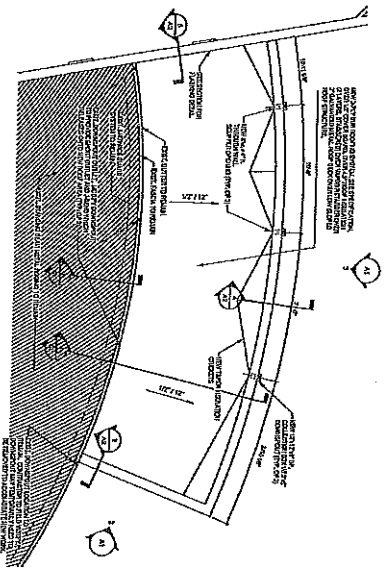
CONSTRUCTION DOCUMENTS
 PROJECT NUMBER: 17-001
 PROJECT NAME: RECREATION CENTER EXPANSION

COVER SHEET

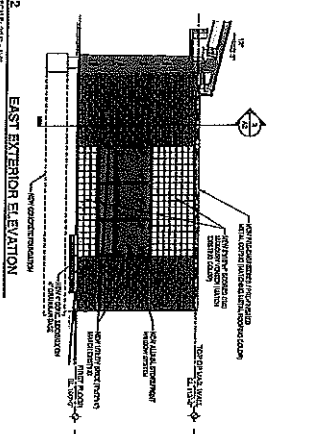
VOLUME A



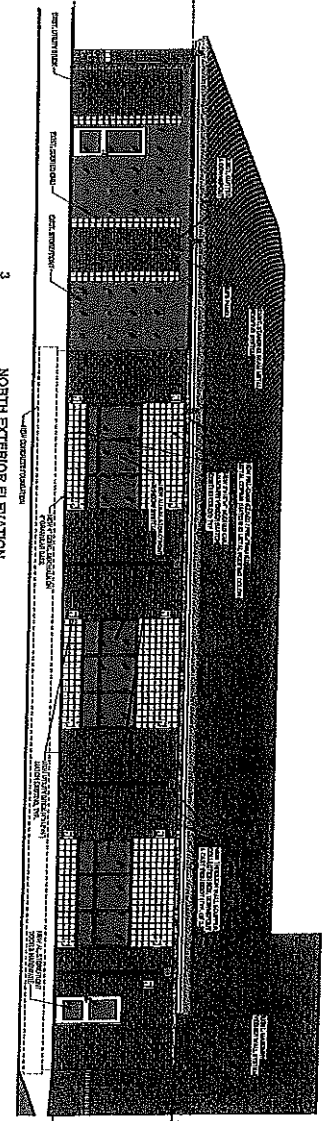
ARCHITECTURAL FLOOR PLAN



ROOF PLAN



EAST EXTERIOR ELEVATION



NORTH EXTERIOR ELEVATION

1. ARCHITECTURAL GENERAL NOTES
2. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
4. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
5. ALL MATERIALS AND WORKMANSHIP ARE TO BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
6. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
7. ALL MATERIALS AND WORKMANSHIP ARE TO BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
8. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
9. ALL MATERIALS AND WORKMANSHIP ARE TO BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

VERTICAL NOTE:
 GENERAL NOTE:
 ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

DISCIPLINARY PROCEEDINGS

CITY OF MEDINA & MEDINA CITY SCHOOLS

Recreation Center
Expansion at
Medina High
School

777 E. Elroy Street
Medina, OH 44855

**FANNING
HOWEY**

ARCHITECTS

1000 W. Main Street
Medina, OH 44855

FLOOR & ROOF PLAN EXT. ELEV. DETAILS

A1

**Medina Recreation Center Expansion
Medina, Ohio**

Total GSF 1,762

	%	System Cost/GSF	System Cost
Division 01 - General Requirements	7.61%	\$ 29.80	52,500
Division 02 - Existing Conditions	3.95%	\$ 15.47	27,250
Division 03 - Concrete	2.96%	\$ 11.60	20,440
Division 04 - Masonry	10.48%	\$ 41.02	72,275
Division 05 - Metals	8.71%	\$ 34.09	60,060
Division 06 - Wood, Plastics, and Composites	0.67%	\$ 2.62	4,608
Division 07 - Thermal and Moisture Protection	8.45%	\$ 33.08	58,283
Division 08 - Openings	4.45%	\$ 17.41	30,684
Division 09 - Finishes	11.04%	\$ 43.21	76,131
Division 10 - Specialties	0.11%	\$ 0.43	766
Division 11 - Equipment	0.00%	\$ -	-
Division 12 - Furnishings	0.00%	\$ -	-
Division 13 - Special Construction	0.00%	\$ -	-
Division 14 - Conveying Equipment	0.00%	\$ -	-
Division 21 - Fire Suppression	1.44%	\$ 5.62	9,900
Division 22 - Plumbing	0.00%	\$ -	-
Division 23/25 - HVAC, Integrated Automation	3.52%	\$ 13.79	24,300
Division 26 - Electrical	6.29%	\$ 24.61	43,365
Division 27 - Communications	0.00%	\$ -	-
Division 28 - Electronic Safety and Security	0.19%	\$ 0.76	1,340
Division 31 - Earthwork	3.51%	\$ 13.74	24,218
Division 32 - Exterior Improvements	2.24%	\$ 8.78	15,470
Division 33 - Utilities	1.66%	\$ 6.49	11,442
Division 34 - Site Electrical	0.00%	\$ -	-
Site Safety Allowance	0.00%	\$ -	-
Allowances	0.00%	\$ -	-
Sub Total - Construction	77.30%	\$ 302.52	533,032
Escalation/Market Contingency	5.00%	\$ 3.87%	15,13
Small Project Premium	10.00%	\$ 8.12%	31,76
Sub Total - Construction	89.29%	\$ 349.40	615,651
GC Fee - OH&P	10.00%	\$ 8.99%	34,94
Bonds	2.00%	\$ 1.79%	6,99
TOTAL CONSTRUCTION COST HARD COST	100.00%	\$ 391.33	689,530

Mr. Joseph Nichols introduced the following resolution and moved its passage:

RESOLUTION NO. 022-028

**AUTHORIZING JOINT DEVELOPMENT AND DEDICATION AGREEMENT WITH THE CITY OF
MEDINA FOR RECREATION CENTER ADDITION**

The Superintendent recommends approval and execution of the Joint Development and Dedication Agreement for Construction of a Recreation Center Addition ("Agreement") between the Medina City School District Board of Education and the City of Medina.

Background:

1. The City wants to construct an addition to the recreational center attached to the high school building located at 777, East Union Street, Medina, Ohio (the "Project").
2. In accordance with Ohio Revised Code 715.02, the Board and the City desire to enter into an Agreement for the construction, dedication, and management of the Project.
3. Under the terms of the Agreement, the City is responsible for procuring and paying for all design and construction costs for the Project.
4. Upon completion of the Project, the City will dedicate the Project to the Board for acceptance.

The Board of Education hereby resolves as follows:

The Superintendent and Treasurer, with the assistance of legal counsel, are authorized to negotiate, finalize, and execute the Agreement and any other required related documentation consistent with the intent of this Resolution.

Mr. Andrew West seconded the motion and, after discussion, a roll call vote was taken with the following results:

AYES: five (5)

NAYS: zero (0)

The resolution passed.

**JOINT DEVELOPMENT AND DEDICATION AGREEMENT FOR CONSTRUCTION
OF A RECREATION CENTER ADDITION**

This Joint Development and Dedication Agreement for Construction of a Recreation Center Addition ("Agreement") is made and entered into as of the last date executed below ("Effective Date"), by and among, the Board of Education of the Medina City School District, a political subdivision of the State of Ohio ("Board"), and the City of Medina, an Ohio Municipality ("City") (the Board and the City are collectively referred to as the "Parties").

RECITALS

WHEREAS, the Board and the City are currently parties to an amended operating agreement effective January 1, 2020 ("Operating Agreement") for the joint operation of the recreation center ("Rec Center") attached to the Medina City School District high school building located at 777 East Union Street, Medina, Ohio;

WHEREAS, the Rec Center is on property owned by the Board;

WHEREAS, the City desires to construct an addition to the Rec Center (the "Project");

WHEREAS, the Parties are entering into this Agreement for the purpose of identifying how the construction of the Project will be conducted;

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

1. The Scope of the Project. The scope of the Project will be set forth in the plans and specifications prepared by the design professional for the Project, Fanning & Howey. The City is responsible for procuring and paying for the design professional and coordinating the scope of the Project with the design professional. The City will submit the design to the Board for approval at the conclusion of the Design Development stage of the design process. Once the Board approves the Design Development stage submission, the Project may proceed to the Construction Documents phase in a manner consistent with the Design Development stage submission and then to the Construction Phase.

2. Construction Phase. The City shall coordinate with the Board regarding the timeline for the construction of the Project. The City will procure and be responsible for all of the costs of the work associated with the construction of the Project. The City will identify the Board as a third party beneficiary of the work in all prime contracts for the Project. Construction of the

Project will be performed in a workmanlike manner in accordance with the drawings and specifications.

3. Temporary License Agreement for Access. All work for the Project will be performed on the Board's property. The Board grants a temporary license to the City in the area designated in the plans and specifications for the Project for purposes of constructing the Project. The license granted under this paragraph will terminate upon final completion of the Project.

4. Bonds and Insurance. The City will cause all prime contractors to deliver all necessary bid guaranties and contract bonds pursuant to Ohio Revised Code § 153.54. The City will cause all prime contractors performing any work on the Project to carry appropriate liability insurance. The Board will be named as a co-obligee on the bond and as an additional insured on any liability insurance policy.

5. Dedication. Upon completion of the Project, as determined and approved by the Board, the Project will be deemed to be dedicated to the Board by the City and accepted by the Board. Upon notification by the Board to the City of the approval of completion, the Board and the City will pass appropriate legislation to acknowledge the dedication. Upon its dedication and acceptance by the Board, the Project shall be considered part of the Rec Center.

6. Maintenance and Operation. All maintenance and operation obligations for the Project following its dedication shall be pursuant to the Board's and City's obligations for maintenance and operation of the Rec Center pursuant to Operating Agreement.

7. Authority. Authority for entering into this Agreement is under Ohio Revised Code § 715.02. The Parties deem the improvements contemplated for the Project to be a joint benefit to the Parties.

8. Limited Liability. The parties agree that this Agreement does not create an indemnification obligation for either of the Parties, as such an obligation would be contrary to Ohio law.

9. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of the Parties. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute a waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this section.

10. Governing Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the Parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto shall be brought in the Medina County Common Pleas Court and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

11. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

12. Construction. The Parties acknowledge that each party has reviewed this Agreement and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

13. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to its subject matter and will supersede all prior contemporaneous, oral or written agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings. In the event any terms in this Agreement are inconsistent with the plans and specifications for the Project, the terms of this agreement shall control.

16. Authorization. The Parties warrant that they are duly authorized to execute this Agreement.

17. Electronic Signatures. Any party may deliver a copy of its counterpart signature page to this Agreement via email. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

18. Encumbrance of Funds. The purpose of this Agreement is to set forth the obligations of the Parties related to the Project. The Parties acknowledge, however, that no funds are being encumbered for purposes of this Agreement, and that the funds for the Project will be encumbered as part of the agreements with the contractors. Accordingly, neither party will be executing a certificate under R.C. 5705.41 for this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date set forth above.

BOARD OF EDUCATION FOR THE MEDINA
CITY SCHOOL DISTRICT

CITY OF MEDINA

x Rebecca Parkhurst

x Dennis Hanwell

By: Rebecca Parkhurst
(Print Name, Title)

By: Mayer Dennis Hanwell
(Print Name, Title)

Date: 11.21.22

Date: October 21, 2022

Approved as to form:

Gregory Huber
Gregory Huber
City Law Director

OK
as Howard
1-12-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-030-1/23

FROM: Jansen Wehrley *Jew*

Committee: Finance

DATE: January 17, 2023

SUBJECT: Friends of the Cemetery- Entry Gate and Mausoleum Repair Project

SUMMARY AND BACKGROUND:

The Cemetery Department respectfully request Council's authorization to allow the Friends of the Cemetery (FOC) permission to enter into contract with Perspectus Architecture for the purposes of performing on-site work observations in order to document work that is necessary to repair the Entry Gate and Mausoleum at Spring Grove.

This project will be performed in two phases.

Phase One: The Friends of the Cemetery intend to hire Perspectus Architecture to perform field work related to on site observation, develop construction drawings, technical specifications, and contract documents.

Phase Two: Once plans are developed, the FOC intend to bid and award the project to a vendor of their choice and donate the project to the City of Medina as a gift. Prior to entering into Phase Two administration will review the plans and present the project plans and estimate to City Council for final approval.

This project was identified in the Spring Grove Master Plan in 2018 that was approved by Council in Resolution #79-18

The Friends of the Cemetery is a 501(c)(3) Non-profit Organization. They are dedicated to historic preservation, beautification and maintenance of Spring Grove Cemetery and Old Town Graveyard.

Estimated project gift for design and construction administration with Perspectus Architecture is \$14,275.00

Estimated Cost: N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

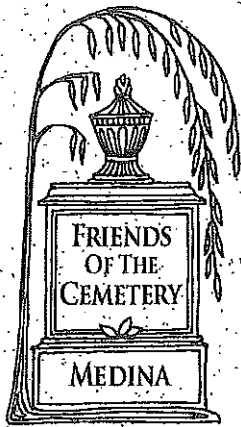
COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



January 12, 2023

775 East Washington St.
Medina, Ohio 44256

www.FriendsOfMedinaCemetery.org

Phone: 330.725.8861 Ext. 1055

info@friendsofmedinacemetery.org

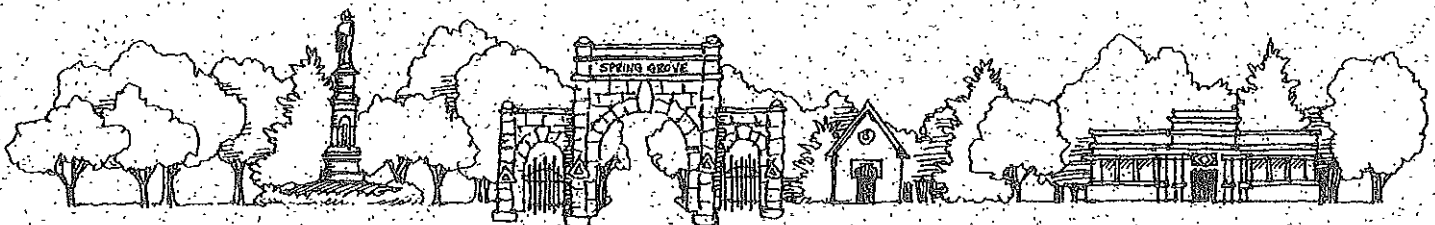
City of Medina
132 North Elmwood Street
Medina, OH 44256

Mayor Hanwell, Council President John Coyne & members of City Council:

The Friends of the Cemetery hereby submits a letter of intent to provide funding to repair the historic Entry Gate and Mausoleum at Spring Grove Cemetery, as detailed in the November 26, 2019 Spring Grove Cemetery Preventative Maintenance Evaluation Prioritization Plan. This project will be done in two Phases:


Phase One: The Friends intend to hire Perspectus Architecture of Cleveland, Ohio to perform on-site observations to document work required to repair the Entry Gate and Mausoleum at Spring Grove Cemetery. The scope of work to be performed by Perspectus Architecture in Phase One includes field work, preparation of contract documents, including construction drawings and technical specifications.

Phase Two: Once the repair items have been identified by said on-site observations performed by Perspectus Architecture in Phase One, it is the Friends intent to fund those necessary repairs to the Entry Gate and Mausoleum, which will include Perspectus Architecture's assistance in the bidding process, as well as construction administration



The Friends of the Cemetery and Perspectus Architecture will work hand in hand on this project with the City's Service Director, Director of Parks and Recreation, and City Engineer as we have on many successful capital projects over the past 25 years. We look forward to moving ahead with this project in accordance with our mission of historic preservation, beautification and maintenance of Spring Grove Cemetery and Old Town Graveyard.

Sincerely,



Teresa A. Merkle, President

Acknowledged and agreed:

City of Medina

By: _____
Name: _____
Title: _____

OK.
Hansell
1-17-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-031-1/23
Committee: Public Properties

FROM: Jansen Wehrley *JSW*
DATE: January 17, 2023
SUBJECT: The Helios Project- Champion Creek Multipurpose Trail

SUMMARY AND BACKGROUND:

The Parks Department respectfully requests Council's consideration to allow Larry and Francine Johns from McJack Candy Co. to install an interactive display of our Solar System along the Champion Creek Multipurpose Trail.

The proposed Helios Project would be an immersive space exhibit beginning at Spokes Café and ending at Southport Drive. The purpose of the project is to allow visitors to gain a better understanding of the size of our solar system as well as provide interesting educational facts throughout the walk.

The Johns Family has developed designs, met with City administration, gathered information, cost estimates, and intends to fund the majority of the project. They would like to retain complete creative control of the project after approval. In addition, they have asked the City of Medina to assist with installing lighting, security cameras, the installation of thirteen concrete pedestals, and maintenance of the flowerbeds.

Upon completion, they would like the City of Medina to accept the project as a gift.

Estimated project gift is approximately \$62,000.00

Estimated Cost: N/A

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

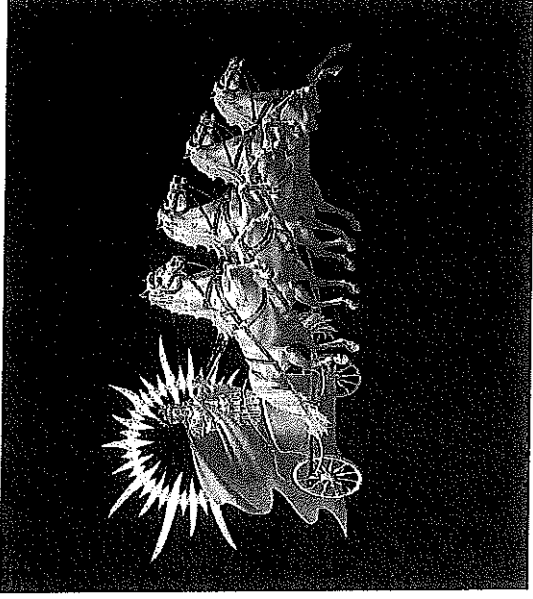
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

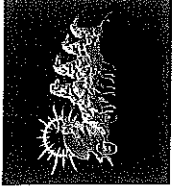
Date:

THE HELIOS PROJECT



**A Fun and Educational Journey
through our Universe
on Medina's Champion Creek Trail**

THE
HELIOS
PROJECT

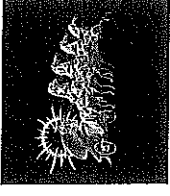


What is the Helios Project?

The proposed Helios Project would be an immersive space exhibit spread through the Medina Champion Creek trail. If followed in sequence from the first stop (Sun) at Spokes Café to the galaxies at the end, the visitor will better understand the sheer size of our incredible universe. Numerous interesting facts about the solar system, Milky Way galaxy, and overall universe will be shared.

There is nothing like this anywhere in the world (to my knowledge).

THE
HELIOS
PROJECT

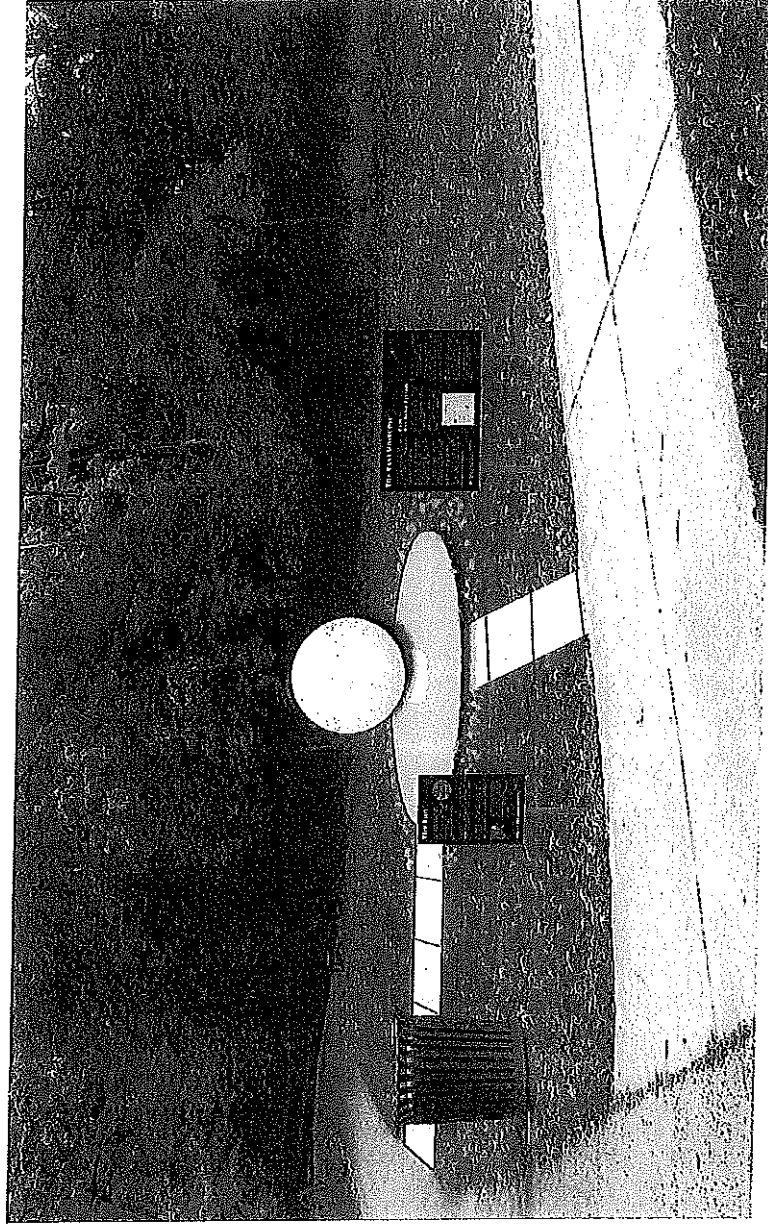
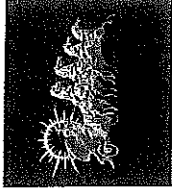


Project Benefits

- Opportunity for people, including families, to experience the wonders of the universe in an immersive outdoor environment, instead of a cell phone screen.
- Encourage new users to enjoy the beauty of the Champion Creek trail.
- Science classes from Medina county area could visit the exhibits to learn about space outside the classroom.
- The Sun sculpture garden area alone would be a draw for many, including visitors from out of town.
- Opportunity for Medina to build an annual event around it. NASA Glenn Research Center offers loaner exhibits, including moon rocks. The Asteroid Belt passes directly through the Square.

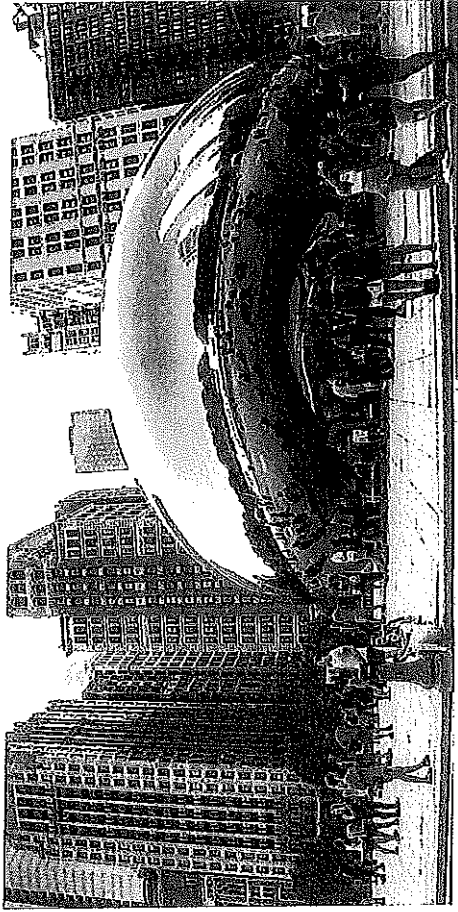
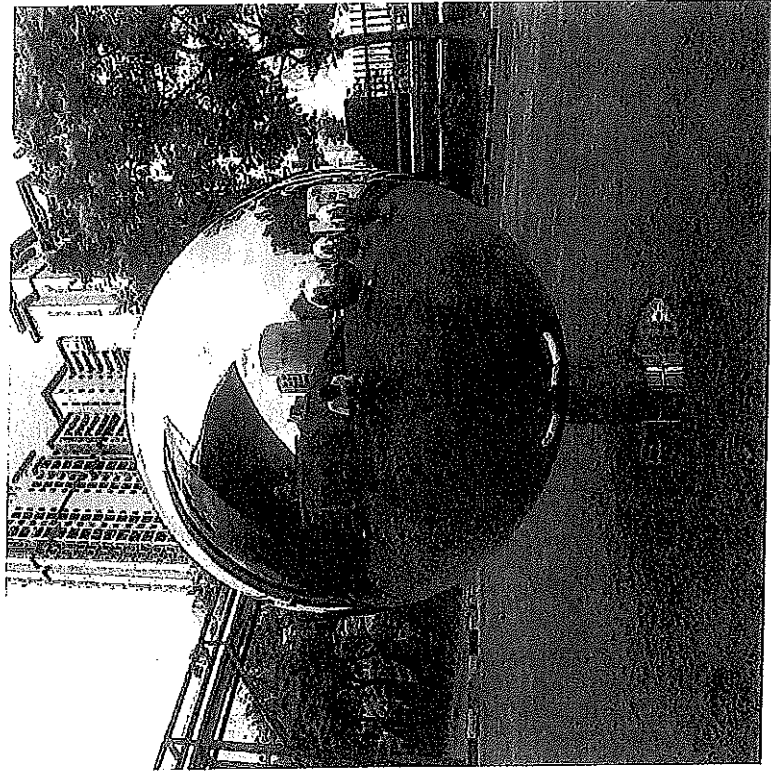
The Sun

THE
HELIOS
PROJECT



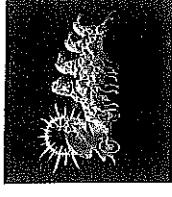
The Sun gardens area would be the first stop and the focal point of the exhibit. The Sun would be 55" in diameter, which is exactly 1/1,000,000,000 (one billionth) actual size.

The Sun



The “Cloud Gate” sculpture (aka “The Bean”) in downtown Chicago is a large mirror-finish stainless steel work of art that is a focal point of Millennium Park, with 5 million visitors each year, and is the most visited tourist spot in the Midwest.

While Medina’s sculpture would be much smaller, The Sun would be a popular spot for photos and entice families to explore the space exhibits and Champion Creek trail further.

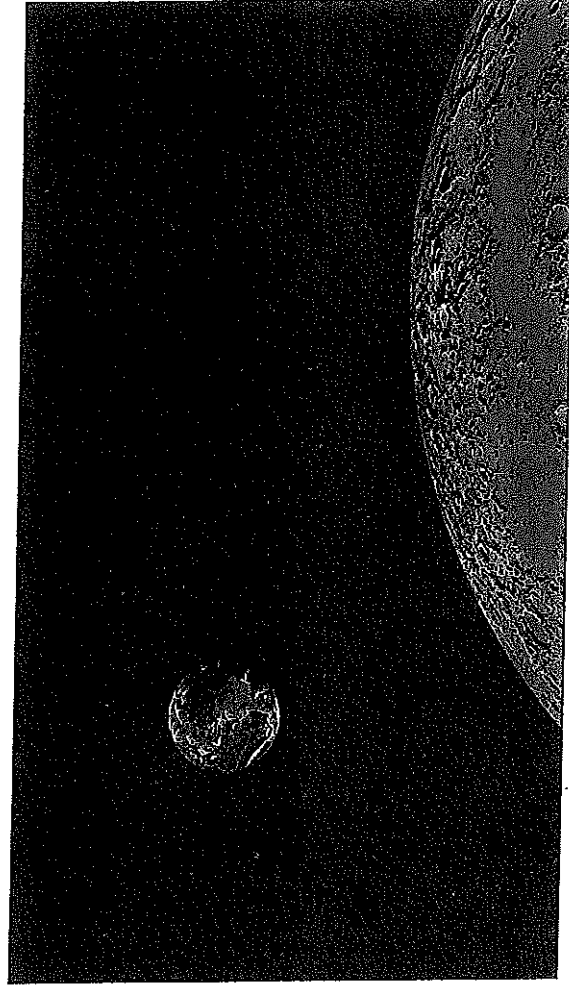
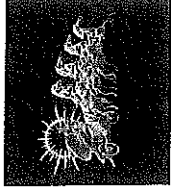


Exhibits on the Trail

1. After the Sun, visitors will walk or ride down the trail to visit other planets in our solar system. The sizes will be on the same 1/1,000,000,000 scale as the Sun and the distances from the Sun will be scaled appropriately.
2. In Part 2, the Milky Way, the scale will be shrunk again to 1/100,000,000,000 (one 100 trillionth) scale. In Part 2, visitors will explore the Oort Cloud and our nearest neighboring stars, Alpha Centauri.
3. As the guests travel further down the trail to Part 3, the scale is reduced yet again so they can visit other galaxies and learn the true size of our universe.

FUN FACT #1

THE
HELIOS
PROJECT

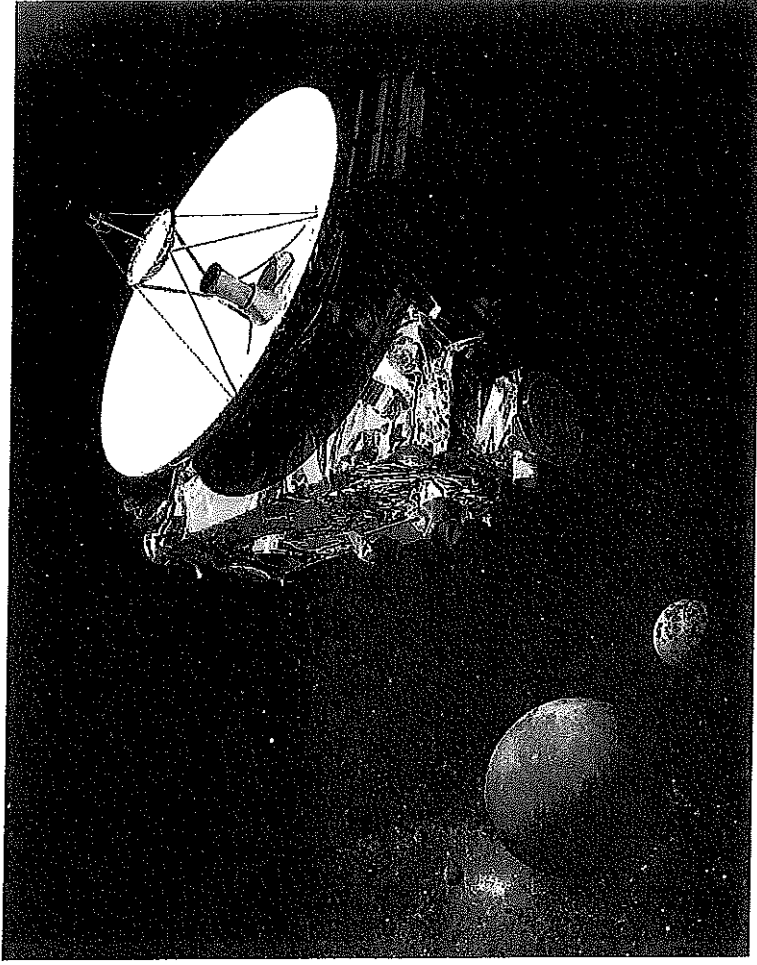
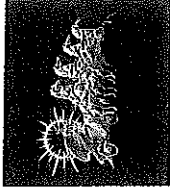


If you were able to drive a car to the moon at a speed of 70 mph, you would want to pack plenty of snacks. It would take 143 days, driving day and night with no stops.

FUN FACT #2

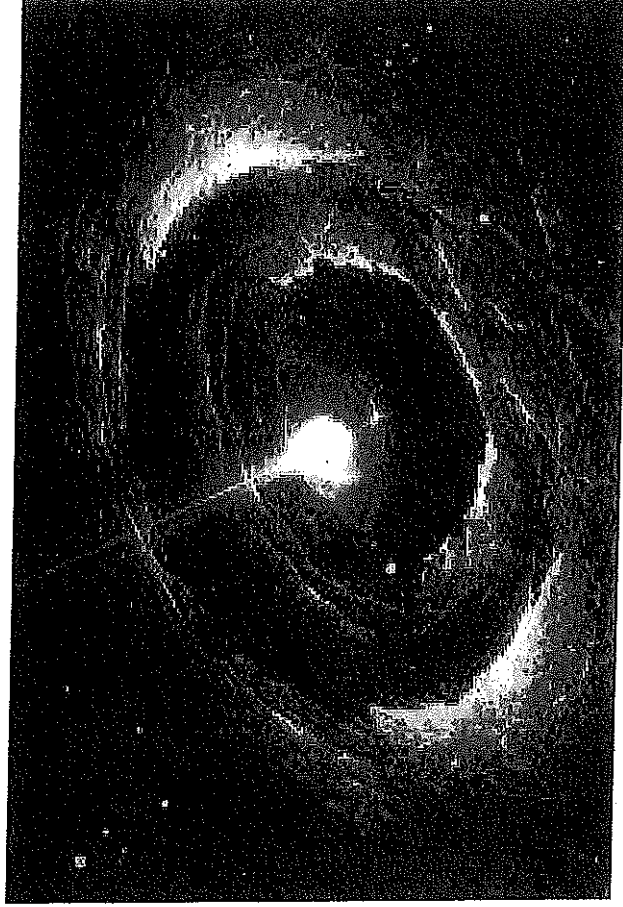
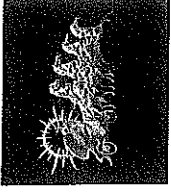
The New Horizons space probe is hurtling through space at an extremely high speed of 10 miles per second, which is 20 times the speed of a bullet. That is still just only 0.00005 the speed of light. At this speed, it would take New Horizons 78,000 years to reach the nearest star to Earth.

THE
HELIOS
PROJECT



FUN FACT #3

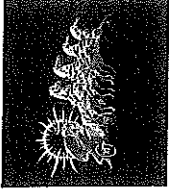
THE
HELIOS
PROJECT



Our Milky Way galaxy is home to as many as one billion neutron stars. A neutron star is the small, collapsed core of a massive star after a supernova explosion. The core of a neutron star is so dense that one tablespoon weighs more than Mt. Everest!

FUN FACT #5

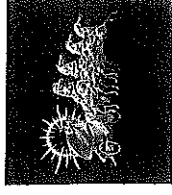
THE
HELIOS
PROJECT



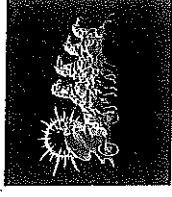
It is estimated that there are 100 to 200 billion galaxies in our universe. If you were somehow able to visit each galaxy for just one minute, with no travel time in between, it would take 300,000 years to visit them all. A typical galaxy has 100 million stars.

Estimated Project Costs – Funded by Larry & Francine

THE
HELIOS
PROJECT

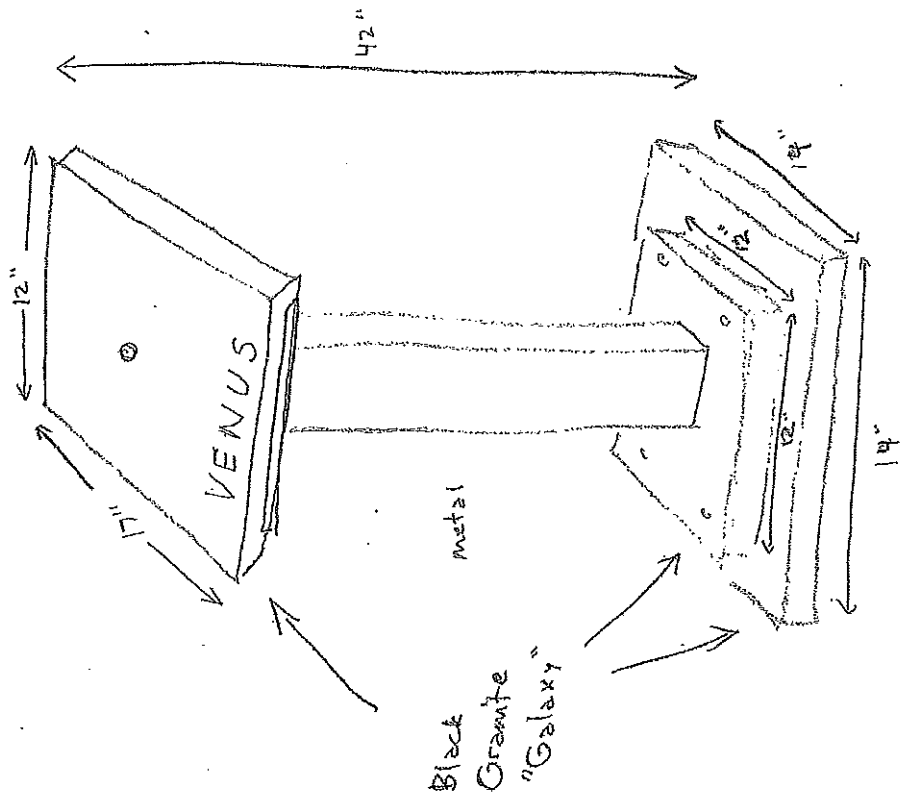


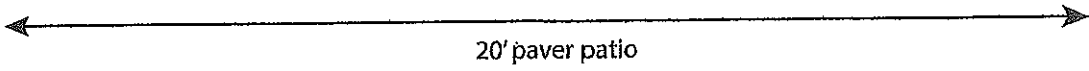
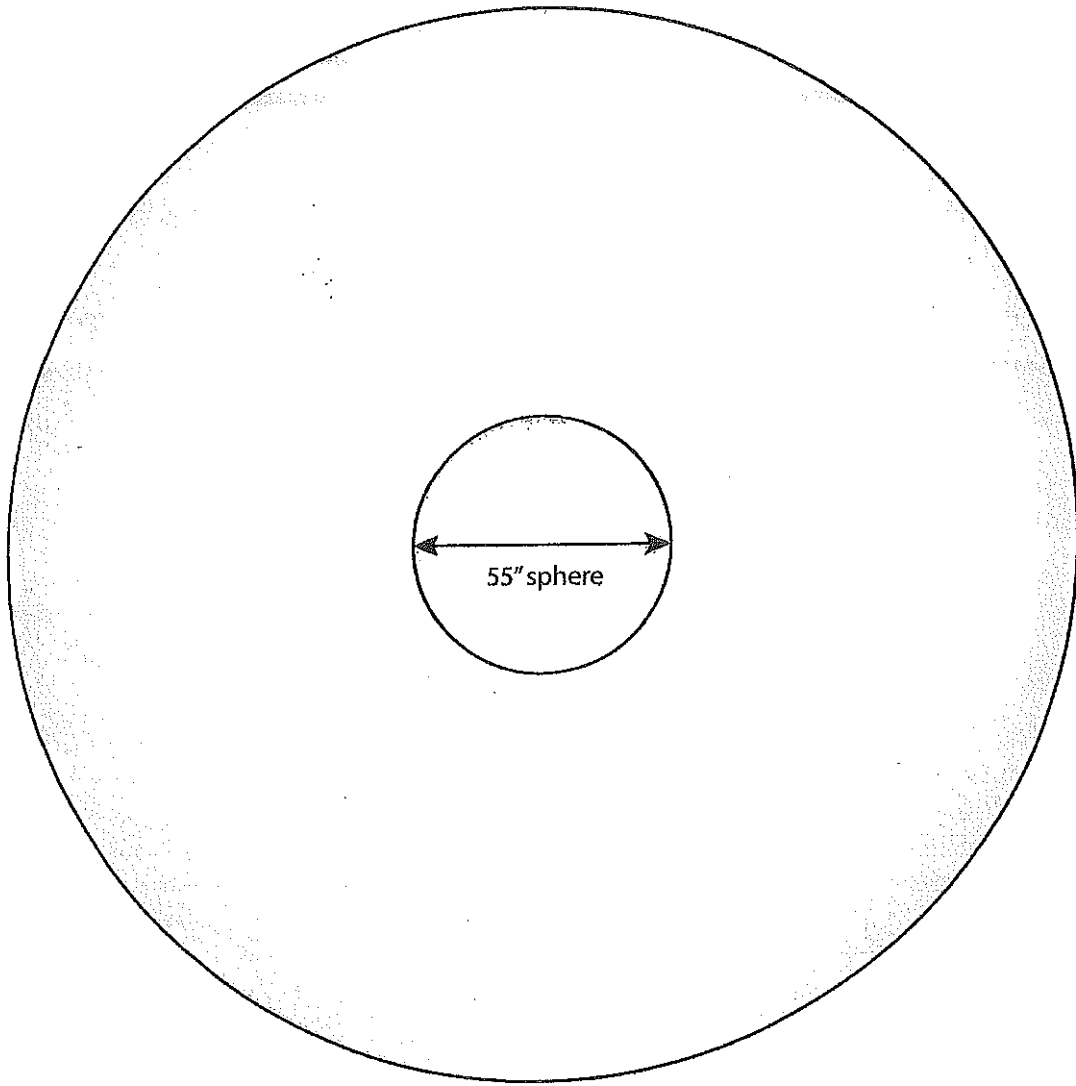
Sun	\$10,000
Paver Landscaping	\$25,000
Granite	\$ 5,400
Stainless Pedestals	\$ 6,500
Engraved Plates	\$ 2,000
Planets & Galaxies	\$ 2,000
Signs	<u>\$13,000</u>
TOTAL	\$63,900



Requests from Medina

1. Installation of 13 concrete pedestals, plus large circular patio for Sun Garden and two short sidewalks for sun.
2. Flower bed around sun.
3. Assistance in zoning approvals, where needed.
4. Larry retains complete creative control of project (after approvals granted at each phase).
5. Medina maintains semiannual cleaning of sun and replanting of flower beds.
6. Security cameras and lighting for Sun to prevent vandalism.





NATIVE AMERICAN



CELTIC



AZTEC



EGYPTIAN



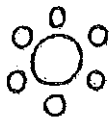
NORDIC



JAPANESE



GREEK



ABORIGINAL



AFRICAN



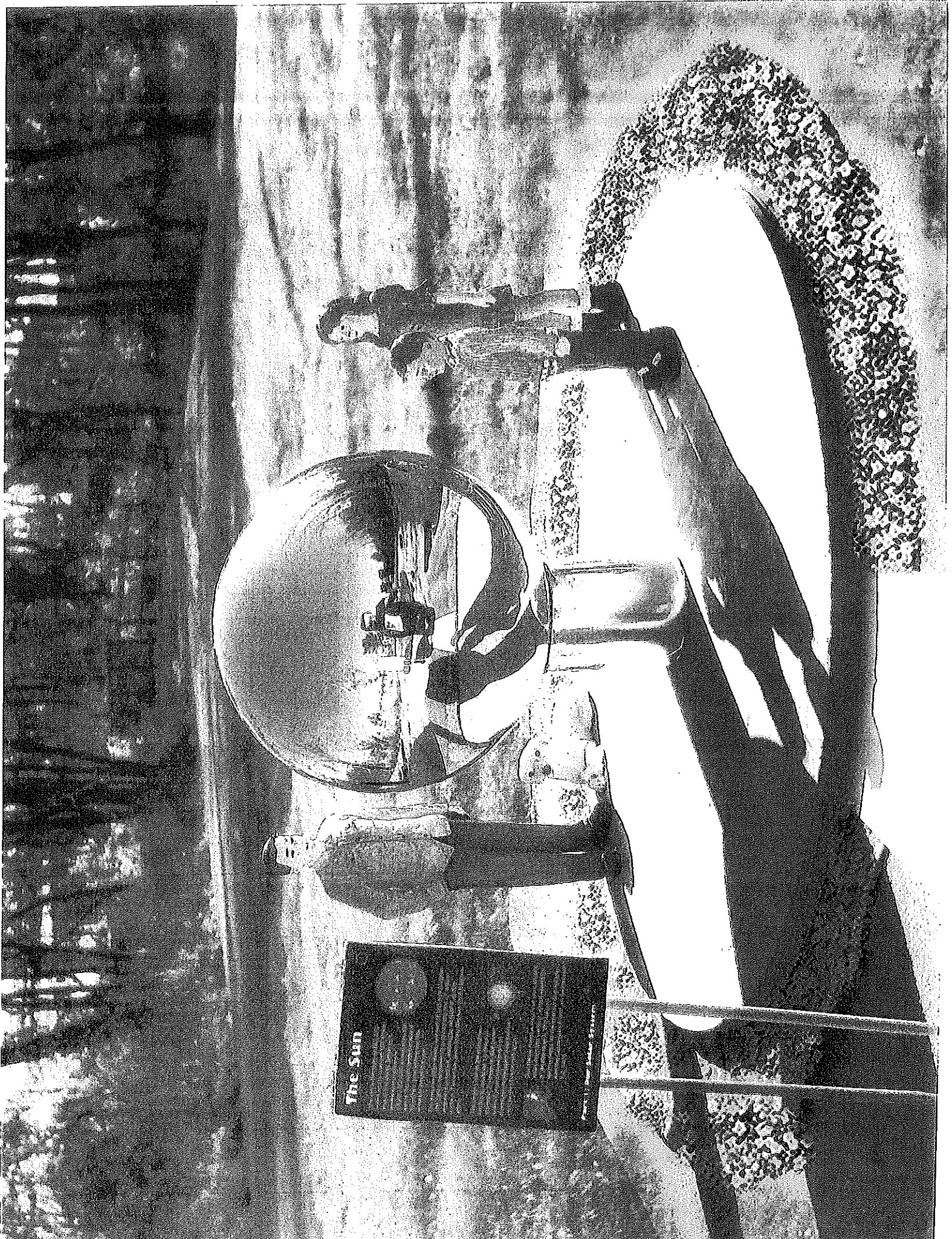
INCAN



AZTEC



AZTEC



Budget

		Johns each	Johns total	Medina
Sun				
Sphere		\$7,000	\$7,000	
Shipping to U.S.		\$1,800	\$1,800	
Shipping port to Ohio		\$800	\$800	
Pavers, landscaping		\$26,000	\$26,000	
Sun symbols	12	\$150	\$1,800	
Light				\$1,000
Security camera/DVR				\$2,000
Planets				
Jupiter		\$150	\$150	
Saturn		\$600	\$600	
Uranus		\$50	\$50	
Neptune		\$50	\$50	
Solar System		\$200	\$200	
Milky Way		\$250	\$250	
Andromeda		\$400	\$400	
Triangulum		\$200	\$200	
Labor to mount	13	\$80	\$1,040	
Pedestals (option 1)				
Granite tops/bases		\$5,368		
Legend plates	13	\$150	\$1,950	
Stainless pedestals	13	\$500	\$6,500	
Concrete/Installation	13			\$3,900
Signage				
Large Signs	4	\$265	\$1,060	
Large Sign Posts	4	\$396	\$1,585	
Large Sign Install	4	\$211	\$845	
Small Signs	18	\$172	\$3,093	
Small Sign Posts	18	\$198	\$3,567	
Small Sign Install	18	\$106	\$1,902	
Marker Posts	5	\$50	\$250	
Tax			\$723	
		Total Johns	\$61,816	
				Total Medina
				\$6,900

LARRY JOHNS
OH

Sales: Joe Pavlovicz
Sun Patio
OH

Est ID: EST3591659
Date: Dec-08-2022

Email:
Phone: 330-421-9593

We hereby propose to furnish materials and labor necessary for the completion of:

Patio and walks

\$24,431.41

- excavation for concrete walks and paver area
- installation of concrete pad for sculpture and pavers
- installation of unlock brussels step with cap around outside of paver pad to raise area 6"
- laying of approximately 316 square feet pavers
- attach sun sculpture to pavers and concrete pad
- pouring of two 6' wide walk to and from pavers to main path approximately 480 square feet
- installation of bed around pavers with 120 coreopsis in bed , mulching of area
- reseeding damage turf and along walks

Subtotal **\$24,431.41**

Taxes **\$335.86**

Estimate Total **\$24,767.27**

Contract Payment Summary

PO #

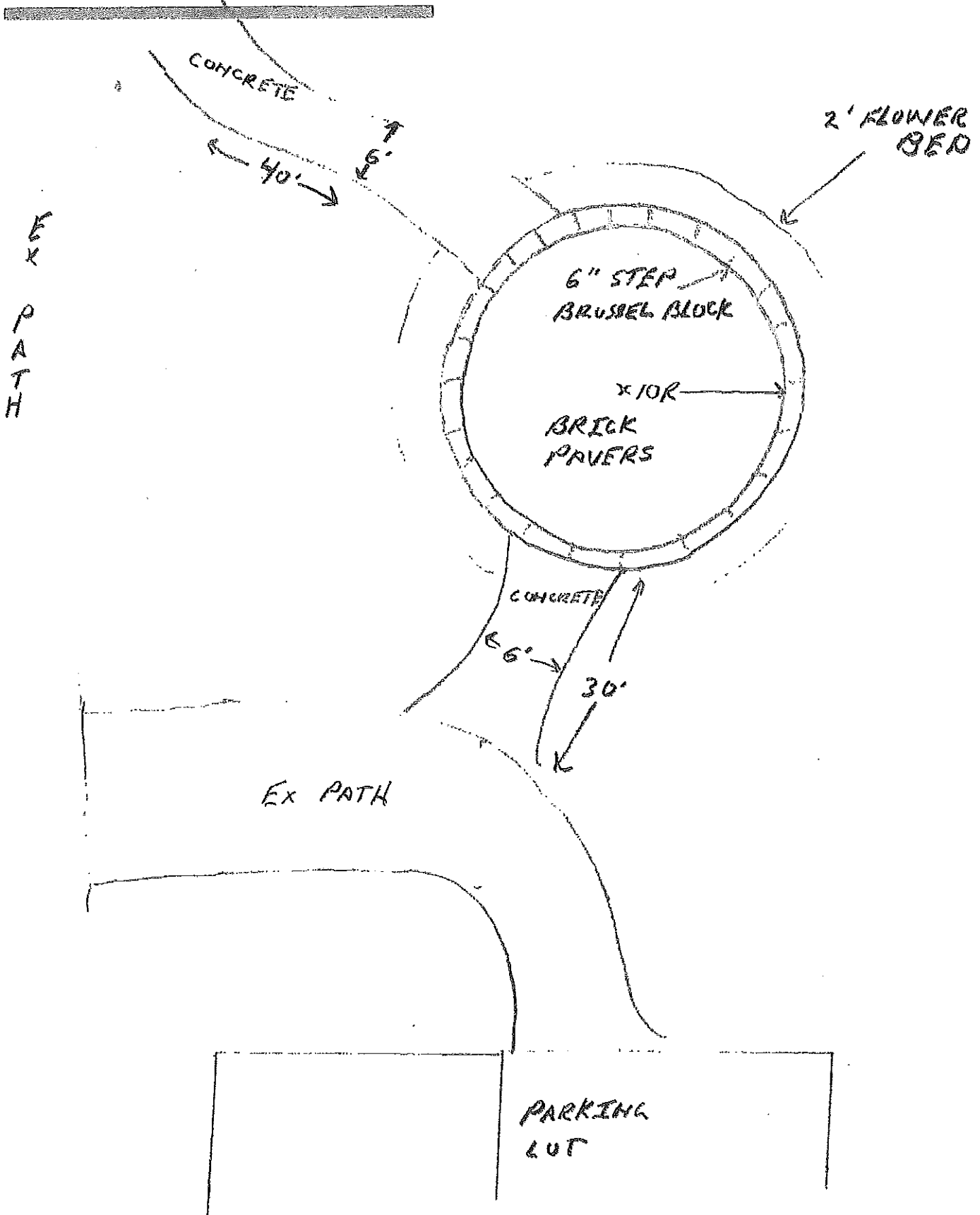
Contract #

WE PROPOSE: Hereby to furnish materials and labor - complete accordance with the above specifications:

JTS landscaping co.
9751 wooster pike road
seville, OH
44273

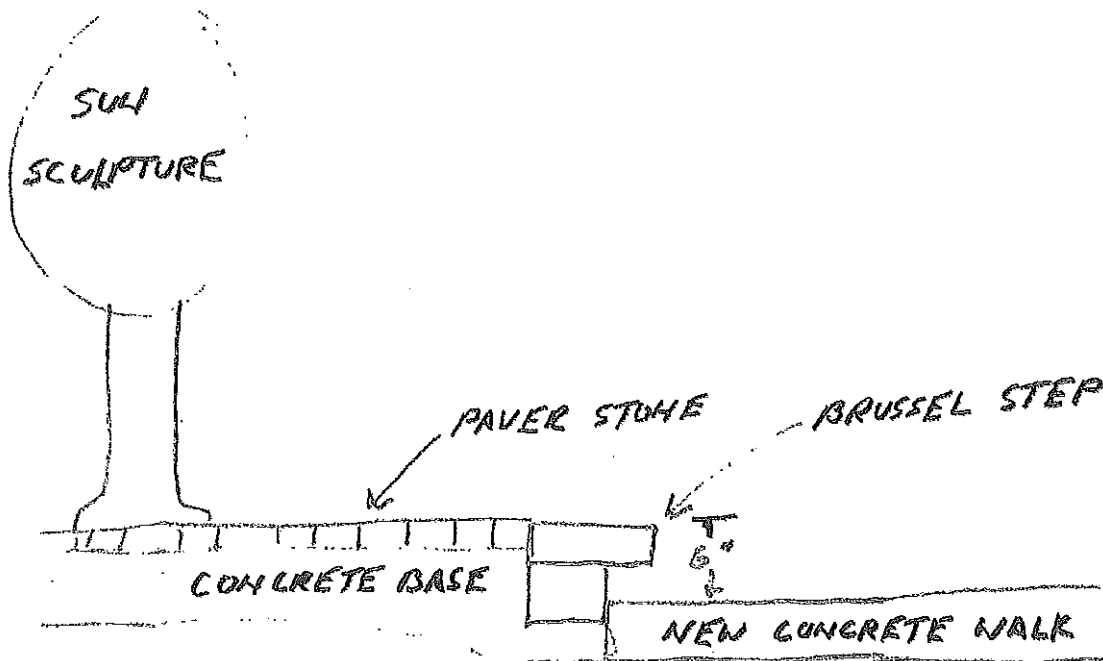
P.330-769-1878

www.jtslandscaping.com
joe@jtslandscaping.com





9751 Wooster Pike
Seville, Ohio 44273
330.769.1878
Fax 330.769.3638
info@jtslandscaping.com



REQUEST FOR COUNCIL ACTION

From: Greg Huber, Law Director

No. RCA 23-032-1/23

Date: January 19, 2023

Committee: Finance

Subject: Equal Opportunity Policy

Summary and background:

Requesting Council adopt the City of Medina's Equal Opportunity Policy. See attached draft ordinance.

Estimated Cost: N/A

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From:

To:

New Appropriation Needed into Account:

Emergency Clause Requested: Yes ___ No ___

Reason:

COUNCIL USE ONLY:

Committee Recommendation:

Ord./Res.:

Date:

DRAFT

ORDINANCE NO.

**AN ORDINANCE ADOPTING THE CITY OF MEDINA'S
EQUAL OPPORTUNITY POLICY.**

WHEREAS: The City of Medina has long observed a principal of recruiting, hiring, training, and promoting City of Medina employees without regard to race, color, religion, national origin, disability, age, ancestry, sex, sexual orientation, and gender identity, except where such factors constitute bona fide obstacles to expected job performance; and

WHEREAS: The City of Medina desires to adopt an Equal Employment Opportunity Policy that is consistent with the Federal and State law.

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

SEC. 1: The City of Medina provides Equal Employment Opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, national origin, disability, age, ancestry, sex, sexual orientation, genetic information, gender identity, marital status, military status, status as a covered veteran, or any other protected classification in accordance with applicable Federal, State and local laws. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

SEC. 2: The City of Medina expressly prohibits any form of employee harassment based on race, color, religion, sex, national origin, age, disability, genetic information, marital status, military status, status as a covered veteran, or any other protected classification in accordance with applicable Federal, State and local laws.

SEC. 3: The City of Medina pledges itself to ensure that all activities relative to recruitment, hiring, and promotion are undertaken to affect the principal of Equal Employment Opportunity. Only bona fide occupational qualifications should be considered when administering personnel matters. All matters related to compensation, benefits, transfers, layoffs, recall from layoffs, and training will be free from any and all discriminatory practices.

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