

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

February 10, 2025  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (January 27, 2025)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the transfer of a C2X and C2 permit from Riser Foods Co. dba Medina GetGo 3389, 302 S. Court Street to GetGo Operating LLC, dba Medina GetGo 3389, 302 S. Court Street.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:  
Res. 33-25, Ord. 34-25, Ord. 35-25, Ord. 36-25, Ord. 37-25, Ord. 38-25, Ord. 39-25

**Res. 33-25**

A Resolution authorizing the Mayor to submit a grant application to the Cleveland Clinic for the purchase and installation of five (5) Automate External Defibrillators (AEDs).

**Ord. 34-25**

An Ordinance accepting the appraisals (Fair Market Value Estimates) for the Medina Street Bridge Project.

(emergency clause requested)

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Ord. 35-25

An Ordinance amending Ordinance No. 166-24, passed September 9, 2024 relative to the agreement with the Ruhlin Company as Construction Manager for the renovation of the Medina Municipal Courthouse.

(emergency clause requested)

Ord. 36-25

An Ordinance amending and restating Ordinance No. 39-21, passed March 22, 2021 relative to the Memorandum of Understanding with the Medina County Board of Commissioners for Medina TV Production Services.

(emergency clause requested)

Ord. 37-25

An Ordinance amending Section 31.02 (5) and 31.02 (6) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Municipal Court.

Ord. 38-25

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

Ord. 39-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget)

**Council comments.**

**Ward 1 vacancy interviews.** (In order of application received)

Mark Williams  
Krystal Marker  
Chet Simmons  
Steven Sutton  
Holly Becht

**Executive session.** (personnel)

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, January 27, 2025

**Call to Order:**

Medina City Council met in regular session on Monday, January 27, 2025 at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John M. Coyne III, who led in the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Chief Kinney, Chief Walters, Kathy Patton, Kimberly Marshall, and Andrew Dutton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on January 13, 2025 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved with the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Reports of Standing Committees:**

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

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

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

**Special Legislation Committee:** Mr. Rose stated they have drafted some legislation for the quadracycle and it will be moving through council in the very near future.

**Streets & Sidewalks Committee:** Ms. Haire had no report. Thanked the Streets Dept. for doing a wonderful and timely job plowing the city streets and filling in potholes.

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

**Emerging Technologies Committee:** Ms. DiSalvo stated there is a meeting scheduled on February 27th.

**Requests for Council Action:**

Finance Committee

25-022-1/27 – Updates to Sec. 31.02 & 31.05 - S & B Code – Municipal Court

25-023-1/27 – Expenditure Over \$20,000 – Litchfield Heating & Cooling

25-024-1/27 – Grant Application w/ Cleveland Clinic – AEDs for Parks & Rec.

25-025-1/27 – Expenditure – MNJ Technologies – IT Dept.

25-026-1/27 – Lease w/ MMHA for 135 N. Elmwood Ave.

25-027-1/27 – Then & Now – Superior Petroleum Equipment – Airport

25-028-1/27 – Increase P.O. #24-1684 – Wright Traffic Control

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25-029-1/27 – Increase P.O. #24-1383 / Then & Now – Wintrow Construction – Railroad  
25-030-1/27 – Then & Now – Centerra Co-Op – Police Dept.  
25-031-1/27 – FMVE for Medina Street Bridge  
25-032-1/27 – Amend Ord. 166-24 – Add Exhibit B to contract – Ruhlin  
25-033-1/27 – Expenditure Over \$20,000 – Emerald Environmental – New Vendor – Engineering  
25-034-1/27 – Expenditure Over \$20,000 – Dex Imaging – IT Dept.

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,**

- A. United Way of Summit and Medina Counties offering free tax prep for households earning less than \$67K per year. To schedule dial 2-1-1 or go to website [www.uwsummitmedina.org/fec](http://www.uwsummitmedina.org/fec)
- B. Thanks to council members and administration that attended the MLK Jr. service at St. Francis Xavier Church on Monday, January 20<sup>th</sup>.
- C. Main Street Medina annual meeting was Wednesday, January 22, 2025 at Williams on the Lake. Great progress with numerous activities of Main Street Medina making our square the envy of many. Thankful for members, sponsors and local business support.
- D. Praise and appreciation for our water and sanitation workers during these past frigid weeks. In the past ten days we have had 13 water breaks and two rail line breaks as a result of the extreme cold temperatures.
- E. Would like to wish Councilwoman Jessica Hazeltine the best in her future endeavors and thank her for her service to the City of Medina especially for ward one.

**Keith Dirham, Finance Director,** Keith reminded residents that the City of Medina does have a city income tax. It is collected through RITA. Their website is [www.ritaohio.com](http://www.ritaohio.com)  
Expressed to Jess that it has been a privilege working with her and good luck in future endeavors where ever they take you.

**Greg Huber, Law Department,** had no report. Thanked Jess for her services stating it has been a pleasure working with her.

**Kimberly Marshall, Economic Development Director,** Kimberly stated there is a ribbon cutting February, 7<sup>th</sup> for Farmhouse 1834 located at 309 South Broadway St. at 2 p.m.  
Reminder that the Workforce Talent Newsletter has rolled out and is published every Wednesday. To register for the newsletter, go to [Medinaoh.org](http://Medinaoh.org)  
Congratulations to Jess Hazeltine and best wishes.

**Chief Kinney, Police Department,** Update on the Deer Management Program: 8 harvested deer with season ending on February 2<sup>nd</sup>. Congratulations to Jess Hazeltine.

John Coyne added there have been 141 deer carcasses picked up off the roads in the city. He just hit a deer yesterday and as far as he knows it did not die.

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**Joe Toth, LST Director**, Joe stated through 2024 the Life Support Team responded to 3,766 calls for the City of Medina and for all three entities they responded to 5,819. That is an increase of 460 from the previous year. Best wishes to Jess Hazeltine.

**Chief Walters, Fire Department**, had no report. Good luck to Jess.

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

**Dan Gladish, Building Official**, had no report.

**Nino Piccoli, Service Director**, was not in attendance.

**Patrick Patton, City Engineer**, had no report. Wished Jess the best.

**Andrew Dutton, Planning and Community Development Director**, had no report. Wished Jess the best in her future.

**Notices, communications and petitions.**

There were none.

**Introduction of visitors.**

Councilwoman Jessica Hazeltine was awarded a memento for her service since 2019.

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

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions: Ord. 18-25, Ord. 19-25, Ord. 20-25, Ord. 21-25, Ord. 22-25, Ord. 23-25, Ord. 24-25, Res. 25-25, Ord. 26-25, Ord. 27-25, Ord. 28-25, Ord. 29-25, Ord. 30-25, Ord. 31-25, Ord. 32-25, seconded by Mr. Simpson. The roll was called and the motion passed by the yeas of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Ord. 18-25**

**An Ordinance amending Section 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Civil Service Secretary and revised job description.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 018-25, seconded by Mr. Simpson. Keith stated he and Lauren from Civil Service brought this forward to increase the pay for this position as necessary. The roll was called and Ordinance/Resolution No. 018-25 passed by the yeas of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

**Ord. 19-25**

**An Ordinance authorizing the payment of \$40,000.00 to Main Street Medina for the City's 2025 Membership Renewal.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 019-25, seconded by Mr. Simpson. George Sam expressed his thanks for all the support Main Street Medina receives from the Mayor, Council and staff. He spoke of their mission, vision and events for 2025.

Mayor Hanwell stated the ordinance tonight is respectfully requesting to raise the stipend that the city provides to Main Street Medina from \$30,000 a year to \$40,000 a year. The roll was called and Ordinance/Resolution No. 019-25 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 20-25**

**An Ordinance amending Ordinance No. 140-21, passed September 13, 2021, and authorizing the Mayor to enter into an Amendment to Wellness Service Agreement between the Medina Community Recreation Center and Medina Hospital, a Cleveland Clinic Hospital, for a Wellness Partnership.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 020-25, seconded by Mr. Simpson. Mayor Hanwell stated this is a 3-year extension for 2025, 2026 & 2027 and is part of the agreement that the Cleveland Clinic Medina Hospital will be providing \$20,000 to the Rec Center annually for the Rec Center to use for wellness related activities and equipment. We are thankful for the partnership. The roll was called and Ordinance/Resolution No. 020-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 21-25**

**An Ordinance amending Section 371.01 (a) of the codified ordinances of the City of Medina, Ohio relative to Right of Way in Crosswalk.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 021-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 021-25, seconded by Mr. Simpson. Mayor Hanwell stated they are also requesting the State legislators to change the State law to remove a small provision of the crosswalk ordinance that says that the public has to yield to those in a crosswalk. Removing the section that says if they are on their half of the roadway. Emergency clause is requested as the sooner the better for the safety of those using our crosswalks. Mr. Coyne stated he is aware we are making a lot of improvements around the square to make it safer for pedestrians as we have more pedestrians using the square. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 021-25 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Ord. 22-25**

**An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Prospect Street Bridge Project, Job #1062.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 022-25, seconded by Mr. Simpson. Patrick Patton stated they were awarded a little over \$1.8 million dollars through the ODOT Municipal Bridge Program for the replacement of the Prospect Street Bridge. This agreement will allow the city to bid and manage the project throughout construction. The roll was called and Ordinance/Resolution No. 022-25 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Ord. 23-25**

**An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project**

**Agreement with the Ohio Department of Transportation (ODOT) for the S. Huntington Street Bridge Project, Job #1150.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 023-25, seconded by Mr. Simpson. Patrick stated as with the above ordinance this one was for \$1.7 million awarded through ODOT. The roll was called and Ordinance/Resolution No. 023-25 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Ord. 24-25**

**An Ordinance authorizing the Mayor to execute a Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) and to accept funding for a Federal Aid Project Grant for the State Road Reconstruction Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 024-25, seconded by Mr. Simpson. Mr. Patton stated we got awarded additional \$661,000 from NOACA for the State Road Project. This is in addition to the \$1.1 million that they previously awarded us. Bringing total to \$1.8 million dollars. The roll was called and Ordinance/Resolution No. 024-25 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose.

**Res. 25-25**

**A Resolution authorizing the filing of a grant application through the Ohio Department of Transportation for funding for the replacement of sidewalks along the City's State Road Reconstruction Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 025-25, seconded by Mr. Simpson. Patrick Patton stated this is another grant for that same project for a little over \$500,000 that we hope to get. The roll was called and Ordinance/Resolution No. 025-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 26-25**

**An Ordinance authorizing the Mayor to enter into Task Order #1 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to Airport Snow Removal Equipment Acquisition.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 026-25, seconded by Mr. Simpson. Patrick stated the received a \$300,000 grant through FAA to purchase snow removal equipment and this agreement will allow Delta to put together the bid documents for the acquisition and the \$35,000 cost is covered 95% by the grant and the city share will be \$1,750. The roll was called and Ordinance/Resolution No. 026-25 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 27-25**

**An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's) / Request for Proposals (RFP's) for Consultant Services for the PY25 Community Development Block Grant (CDBG) Program Application including administration and implementation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 027-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 027-25, seconded by Mr. Simpson. Mr. Dutton stated the emergency clause is requested as this is the first step in a lengthy application process due in May/June 2025. The roll was called on adding the

emergency clause and was approved by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 027-25 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Ord. 28-25**

**An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's) / Request for Proposals (RFP's) for Fair Housing Services for the PY25 Community Development Block Grant (CDBG) Program Application including administration and implementation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 028-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 028-25, seconded by Mr. Simpson. Mr. Dutton stated this accompanies ord. 27-25 for a CDBG application. Emergency is requested as application is due May/June 2025. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 028-25 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

**Ord. 29-25**

**An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 029-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 029-25, seconded by Mr. Simpson. Finance Director Keith Dirham stated this is for the fuel dispensing equipment for maintenance of the fuel dispensing equipment at the airport. The spending so far in this year has been \$3,400.00 so we are asking for \$10,000 for this purchase order. Emergency is because funds were used already. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 029-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 30-25**

**An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 030-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 030-25, seconded by Mr. Simpson. Keith stated this is for repairs to the railroad and the emergency clause is needed as the repairs have already been made. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 030-25 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.



**Ord. 31-25**

**An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 031-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 031-25, seconded by Mr. Simpson. Mr. Dirham explained this is for fuel and was a year-end issue. The P.O. was closed. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire. The roll was called and Ordinance/Resolution No. 031-25 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**To be added to the agenda:**

Mr. Shields moved to add Ord. 32-25 to the agenda, seconded by Mr. Simpson. The roll was called and motion passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

**Ord. 32-15**

**An Ordinance authorizing the Mayor to enter into a Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 032-25, seconded by Mr. Simpson. Mr. Dutton stated this is an agreement entered into every 5 years. This states the city will follow the required sec. 106 of the National Historic Preservation Act when using federal funds such as CDBG in home and city projects. Mr. Rose stated he would vote no on this, he doesn't feel comfortable with the process and has little faith in the websites when looking for information. The roll was called and Ordinance/Resolution No. 032-25 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and J. Shields.

**Council Comments:**

Mr. Simpson expressed to Jess it was a pleasure working with her. Best wishes.

Ms. Haire expressed to Jess she enjoyed working by her side over the years.

Mr. Shields thanked Jess for her commitment and passion to all residents especially Ward 1.

Ms. DiSalvo stated it's been a pleasure working with Jess.

Mr. Rose stated they are diametrically opposed politically but both have the heart of the city in mind. Wished her best of luck in the future.

Mr. Coyne thanked Jess for all she has done on council, he hopes she still gets involved with the community.

Jessica Hazeltine thanked the voters, her fellow council members, administration, the mayor and council clerks Kathy & Teresa. Jess thanked her children and Rick for their support. She said she

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appreciates the Isabella family as they are her second family. Thank you to Bill Lamb and Laura Cavey, as they were instrumental in giving her the confidence to run. Gratitude for former Ward 1 council representative Andrea Burdell-Ware as she has always been in her corner as well as Eric Heffinger who encouraged her along the way when they served on council together.

**Adjournment**

There being no further business, the meeting adjourned at 8:24 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, III, President of Council

NOTICE TO LEGISLATIVE AUTHORITY

TO

31580490120 <small>PERMIT NUMBER</small>		TRFO <small>TYPE</small>	GETGO OPERATING LLC DBA MEDINA GETGO 3389 302 S COURT ST MEDINA, OH, 44256
ISSUE DATE 08/02/2024			
FILING DATE 08/02/2024			
C2X,C2 <small>PERMIT CLASSES</small>			
52 <small>TAX DISTRICT</small>	077	F031849 <small>RECEIPT NO.</small>	

FROM 01/31/2025

73935330765 <small>PERMIT NUMBER</small>		REN <small>TYPE</small>	RISER FOODS CO DBA MEDINA GETGO 3389 302 S COURT ST MEDINA, OH, 44256
ISSUE DATE 10/01/2023			
FILING DATE 09/10/2024			
C2,C2X <small>PERMIT CLASSES</small>			
52 <small>TAX DISTRICT</small>	077	E033777 <small>RECEIPT NO.</small>	



MAILED 01/31/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/03/2025

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES \_\_\_\_\_

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
 THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)

- Clerk of County Commissioner
- Clerk of City Council
- Township Trustee

(Date)

CLERK OF MEDINA CITY COUNCIL  
 132 NORTH ELMWOOD AVENUE  
 MEDINA OHIO44256

CERTIFIED MAIL  
 RETURN RECEIPT REQUESTED

**RESOLUTION NO. 33-25**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT  
A GRANT APPLICATION TO THE CLEVELAND CLINIC  
FOR THE PURCHASE AND INSTALLATION OF FIVE (5)  
AUTOMATE EXTERNAL DEFIBRILLATORS (AED'S).**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to submit a grant application to the Cleveland Clinic for a Strategic Priorities Fund Request in the amount of \$11,100.00 for the purchase and installation of five (5) Automate External Defibrillators (AED's), including related expenses, for the Parks and Recreation Department.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- SEC. 3:** If the Grant is successful, the funds will be received at the conclusion of the project and reimburse the expended City Parks and Recreation Funds as follows: \$9,000.00 in Account No. 104-0309-53315, and \$2,100.00 in Account No. 104-0309-53322.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 34-25**

**AN ORDINANCE ACCEPTING THE APPRAISALS (FAIR MARKET VALUE ESTIMATES) FOR THE MEDINA STREET BRIDGE PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** In order for the City’s right-of-way consultant (O. R. Colan) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE) for the project.

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

**SEC. 1:** That the City of Medina hereby authorizes the appraisals of O.R. Colan, and accepts the Fair Market Value (FMVE) for the following parcels as follows:

<u>Address</u>	<u>Parcel</u>	<u>FMVE</u>
551 W. Smith Rd.	028-19A-20-054	\$ 400.00
245 Medina Street	028-19A-20-049	\$ 1,150.00
555 W. Smith Rd.	028-19A-20-055	\$ 500.00
	<b>TOTAL</b>	<b>\$ 2,050.00</b>

**SEC. 2:** That the Mayor is hereby authorized to sign each FMVE appraisal authorizing the Consultant to proceed with the acquisition.

**SEC. 3:** That the funds to cover these appraisals are available in Account No. 108-0610-54411.

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

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the sometimes lengthy process; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

Richard B. Milgate Jr.

COUNTY Medina  
ROUTE W. Smith Road  
SECTION N/A  
PARCEL NO. 028-19A-20-054  
PROJECT I.D. NO. 23-285

**Subject**

Address/Location	Zoning	Utilities	APN		
551 W. Smith Road, Medina, Ohio	R-3; High Density Urban Residential	All City	028-19A-20-054		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.215	Acres	Residential Use

**Comments**

The total subject area is 0.215 acre<sup>1</sup> (9,365 square feet) gross and net of roadways. It is located at 515 W. Smith Road, Medina, Medina County, Ohio. It is owned by Richard B. Milgate Jr. and is improved with a 772 square foot residence built in 1924 and a 528 square foot garage built in 1990. The property has 69 feet of frontage on W. Smith Road. It is rectangular in shape and has a maximum depth of 165 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned R-3; High Density Urban Residential which permits single-family detached dwellings and a variety of conditionally permitted uses. The minimum lot size is 8,000 square feet, the minimum lot width at the building line is 75 feet, and the minimum lot frontage is 40 feet. The minimum rear yard is 30 feet, the minimum front yard is 40 feet, and the minimum side yard is 5 feet. The maximum building height is 35 feet. The site is a legal nonconforming use as it does not meet the minimum width or front yard setback requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-054. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.215 (net) acre. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for residential development.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	247 S. Elmwood Avenue, Medina	Residential Development	Public Record	6/23/2023
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-269		R-3; High Density Urban Residential	All City	\$50,000
				Parcel Size (net)
				0.1886 acres
			Unit Value Indication	\$265,111/Ac. or \$6.09/s.f.

**Comments**

This was an arm's length sale of a 0.1886-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	S. Vine Street, Medina	Residential Development	Public Record & Listing Agent	6/18/2021
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-312		R-3; High Density Urban Residential	All City	\$20,000
				Parcel Size (net)
				0.0987 acres
			Unit Value Indication	\$202,558/Ac. or \$4.65/s.f.

**Comments**

This was an arm's length sale of a 0.0987-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	W. Park Boulevard, Medina	Residential Development	Public Record & Buyer Agent	7/1/2024
APN(s)		Zoning	Utilities	Sale Price
028-19C-09-217		R-1; Low Density Residential	All City	\$49,000
				Parcel Size (net)
				0.3081 acres
			Unit Value Indication	\$159,039/Ac. or \$3.65/s.f.

**Comments**

This was an arm's length sale of a 0.3081-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography with slight sloping at the southwestern corner of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard. There is an existing ingress/egress easement along the northeastern property line.

<sup>1</sup> Per Medina County GIS Measurement



Overall Comments / Reconciliation

Comments

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$3.65 to \$6.09 per s.f., with an average of \$4.80 and a median of \$4.65 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$5.00 per s.f.

Reconciled Value: \$5.00 per s.f.

Part Taken - Land

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-054	96 s.f.	75%	N/A	\$5.00/s.f.	Channel Easement	\$400
Total:						\$400

Part Taken - Improvements

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
Total:						\$0.00

Cost to Cure

Parcel # Suffix	Description	Cost to Cure
Total:		\$0.00

Preparer's Conclusion

Comments

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.0022 net acre or 96 net square feet. It is located at the northwestern corner of the property and is trapezoidal in shape. The maximum depth is 7.09 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired. The channel easement is located along the existing channel along the northern property line.

After the acquisition, the property will contain 0.215 net acres or 9,365 net square feet that will be encumbered by a 0.0022 acre or 96 square foot channel easement. The residue site will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$400


FMVE Conclusion

Comments

The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$400



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signature	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$400
Title:		Additional Amount:	
Date:		Total Settlement:	
<p>THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)</p>			

REQUIRED ATTACHMENTS
<b>028-19A-20-054</b>
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

This Value Analysis was developed and reported under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice (USPAP). This report is in compliance with Section 4200.02(B) of the Real Estate Manual (6/4/2019) of the Ohio Department of Transportation's (ODOT) Office of Real Estate. This report is also in compliance with Federal Public Law 91-646 as amended by Public Law 100-17 49 known as the Uniform Relocation and Real Property Acquisition Policies Act, Title III, Section 301, (2), United States Code 42 USC Ch.61 Sec. 4651 (2) and the Code of Federal Regulations 49CFR 24.102 (c)(2)(A) as well as the Ohio Revised Code 163.59 (C) and the Ohio Administrative Code Section 5501:2-5-06 (B)(3)(b)(ii)(a), effective on 12/16/19. The revised section of regulation is provided as follows:

- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.





**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

Montrose Land Corporation

COUNTY Medina  
ROUTE W. Smith Road  
SECTION N/A  
PARCEL NO. 028-19A-20-049  
PROJECT I.D. NO. 23-285

Subject			APN		
Address/Location	Zoning	Utilities			
245 Medina Street, Medina, Ohio	I-1; Industrial	All City	028-19A-20-049		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			1.55	Acres	Industrial Use

**Comments**  
The total subject area is 1.55 acres (67,518 square feet) gross and net of roadways. It is located at 245 Medina Street, Medina, Medina County, Ohio. It is owned by Montrose Land Corporation and is improved with a 3,337 square foot outbuilding built in 1961 and a 4,079 square foot industrial warehouse built in 1961. The property has 185 feet of frontage along Medina Street and 45 feet of frontage along Prospect Street. It is irregular in shape and has a maximum depth of 185 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level with slight sloping along the southern property line. The property is zoned I-1; Industrial which permits general industrial, light manufacturing ,mixed-use, office, greenhouses, research and development, self-storage, veterinary office, warehouse, wholesale, and a variety of conditionally permitted uses. The minimum lot size is 21,780 square feet, the minimum lot width at the building line and the minimum lot frontage is 100 feet. The minimum side and rear yard is 25 feet (50 feet when adjacent to a residential district), and the minimum front yard requirement is 25 feet (100 feet when adjacent to a residential district). The property is a legal nonconforming use as it does not meet the minimum rear yard requirement. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-049. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 1.55 (net) acres. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for industrial development.

**Comparable Sales**

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	2844 Westway Drive, Brunswick	Industrial Development	Public Record and Agent	1/31/2024
APN(s)		Zoning	Utilities	Sale Price
003-18D-12-044		I-L; Light Industrial	All City	\$265,000
				Parcel Size (net)
				2.9069 acres
			Unit Value Indication	\$91,162/Ac. or \$2.09/s.f.

**Comments**

This was an arm's length sale of a 2.9069-acre parcel of land in Brunswick. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	5854 Smith Road, Medina City/Lafayette Township	Industrial Development	Public Record	12/16/2021
APN(s)		Zoning	Utilities	Sale Price
053-31C-02-007		I-1; Industrial	All City	\$100,000
				Parcel Size (net)
				4.1414 acres
			Unit Value Indication	\$24,146/Ac. or \$0.55/s.f.

**Comments**

This was an arm's length sale of a 4.1414-acre parcel of land in the City of Medina/Lafayette Township. It was a cash to seller sale. The parcel is triangular in shape and has generally level topography with slight sloping at the eastern portion of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard.

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	Progress Drive, Medina	Industrial Development	Public Record	4/30/2024
APN(s)		Zoning	Utilities	Sale Price
029-19A-16-028		I-1; Industrial	All City	\$295,000
				Parcel Size (net)
				6.78 acres
			Unit Value Indication	\$43,510/Ac. or \$1.00/s.f.

**Comments**

This was an arm's length sale of a 6.78-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is irregular in shape and has rolling topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.



**Overall Comments / Reconciliation**

**Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$0.55 to \$2.09 per s.f., with an average of \$1.21 and a median of \$1.00 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$1.50 per s.f.

Reconciled Value: \$1.50 per s.f.

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-059	980 s.f.	75%	N/A	\$1.50/s.f.	Channel Easement	\$1,150
Total:						\$1,150

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
Total:						\$0.00

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
Total:		\$0.00

**Preparers Conclusion**

**Comments**

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.0225 net acre or 980 net square feet. It is located at the southwestern corner of the property and is trapezoidal in shape. The maximum depth is 30.16 feet and runs along Medina Street for 53.49 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired, the channel easement is located along the existing channel along the southern property line.

After the acquisition, the property will contain 1.55 net acres or 67,518 net square feet that will be encumbered by a 0.0225 acre or 980 square foot channel easement. The residue site will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$1,150


**FMVE Conclusion**

**Comments**

The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$1,150



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signature	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
Typed Name:		FMVE Amount:	\$1,150
Title:		Additional Amount:	
Date:		Total Settlement:	
THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)			

REQUIRED ATTACHMENTS	
028-19A-20-049	
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser	

**JURISDICTIONAL EXCEPTION DISCLOSURE:**

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- (B) Basic acquisition policies
  - (3) Appraisal, waiver thereof, and invitation to owner:
    - (b) An appraisal is not required if:
      - (ii) The agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at ten thousand dollars or less, based on a review of available data.
        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

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**VALUE ANALYSIS  
(\$10,000 OR LESS)**

OWNER'S NAME

Laura L. and Todd A. Naftzger

COUNTY Medina  
ROUTE W. Smith Road  
SECTION N/A  
PARCEL NO. 028-19A-20-055  
PROJECT I.D. NO. 23-285

Subject			APN		
Address/Location	Zoning	Utilities			
555 W. Smith Road, Medina, Ohio	R-3; High Density Urban Residential	All City	028-19A-20-055		
			Larger Parcel Size	Larger Parcel Unit	Highest and Best Use
			0.135	Acres	Residential Use
<b>Comments</b>					
The total subject area is 0.135 acre <sup>1</sup> (5,881 square feet) gross and net of roadways. It is located at 555 W. Smith Road, Medina, Medina County, Ohio. It is owned by Laura L. and Todd A. Naftzger and is improved with a 744 square foot residence built in 1920 and a 280 square foot garage built in 1930. The property has 50 feet of frontage on W. Smith Road and 144.51 feet of frontage along Medina Street. It is trapezoidal in shape and has a maximum depth of 135 feet. It is located in Flood Zone X - Area of Minimal Flood Hazard. The topography of the site is generally level. The property is zoned R-3; High Density Urban Residential which permits single-family detached dwellings and a variety of conditionally permitted uses. The minimum lot size is 8,000 square feet, the minimum lot width at the building line is 75 feet, and the minimum lot frontage is 40 feet. The minimum rear yard is 30 feet, the minimum front yard is 40 feet, and the minimum side yard is 5 feet. The maximum building height is 35 feet. The site is a legal nonconforming use, as it does not meet the minimum lot size and width requirements. It is known as the Medina County Auditor's Permanent Parcel Number 028-19A-20-055. The property consists of one parcel with the same ownership and the same highest and best use. Thus, the larger parcel consists of the existing site containing 0.135 (net) acre. The property has not sold in the past 5 years. As if vacant, the highest and best use of the site is for residential development.					

Comparable Sales				
Sale #	Address/Location	Highest and best use	Verification source	Sale Date
1	247 S. Elmwood Avenue, Medina	Residential Development	Public Record	6/23/2023
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-269		R-3; High Density Urban Residential	All City	\$50,000
				Parcel Size (net)
				0.1886 acres
			Unit Value Indication	\$265,111/Ac. or \$6.09/s.f.
<b>Comments</b>				
This was an arm's length sale of a 0.1886-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.				

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
2	S. Vine Street, Medina	Residential Development	Public Record & Listing Agent	6/18/2021
APN(s)		Zoning	Utilities	Sale Price
028-19A-21-312		R-3; High Density Urban Residential	All City	\$20,000
				Parcel Size (net)
				0.0987 acres
			Unit Value Indication	\$202,558/Ac. or \$4.65/s.f.
<b>Comments</b>				
This was an arm's length sale of a 0.0987-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is rectangular in shape and has level topography. The property is located in Flood Zone X - Area of Minimal Flood Hazard.				

Sale #	Address/Location	Highest and best use	Verification source	Sale Date
3	W. Park Boulevard, Medina	Residential Development	Public Record & Buyer Agent	7/1/2024
APN(s)		Zoning	Utilities	Sale Price
028-19C-09-217		R-1; Low Density Residential	All City	\$49,000
				Parcel Size (net)
				0.3081 acres
			Unit Value Indication	\$159,039/Ac. or \$3.65/s.f.
<b>Comments</b>				
This was an arm's length sale of a 0.3081-acre parcel of land in the City of Medina. It was a cash to seller sale. The parcel is mostly rectangular in shape and has generally level topography with slight sloping at the southwestern corner of the site. The property is located in Flood Zone X - Area of Minimal Flood Hazard. There is an existing ingress/egress easement along the northeastern property line.				

<sup>1</sup> Per Medina County GIS Measurement



**Overall Comments / Reconciliation**

**Comments**

Sales similar to the subject were researched and the sales presented are considered to be the most comparable to the subject. Adjustments were considered for property rights conveyed, improving market conditions, conditions of sale, and financing concessions. The sales were also adjusted for physical characteristics. Adjustments have been considered in the following categories: location, size, shape, utilities and topography. Location adjustments consider the premium a buyer pays for property in a subdivision vs. on a through street. Adjustments for size reflects the principle that larger parcels tend to sell for less per unit than smaller parcels, all other things being equal. Adjustments for topography may be necessary to adjust for sloped lands which are difficult, impossible or more expensive to develop. Adjustments for shape reflect differences in shape which make a property more or less desirable often due to excessive development costs for irregularly shaped parcels. The sales range from \$3.65 to \$6.09 per s.f., with an average of \$4.80 and a median of \$4.65 per s.f. Giving consideration to all of the sales, I have correlated the indications at a unit of \$5.00 per s.f.

Reconciled Value: \$5.00 per s.f.

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
028-19A-20-055	131 s.f.	75%	N/A	\$5.00/s.f.	Channel Easement	\$500
<b>Total:</b>						<b>\$500</b>

**Part Taken - Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
<b>Total:</b>						<b>\$0.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
<b>Total:</b>		<b>\$0.00</b>

**Preparer's Conclusion**

**Comments**

The purpose of the project is for channel reconstruction and maintenance on the east side of Medina Street.

The acquisition consists of a Channel Easement that contains 0.003 net acre or 131 net square feet. It is located along the northern property of the property and is trapzoidal in shape. The maximum depth is 7.09 feet. The purpose of the acquisition is for the reconstruction and maintenance of the channel. The land in the easement area has been valued at 75% of the value of the underlying land based upon the percentage of rights being acquired. The channel easement is located along the existing channel along the northern property line.

After the acquisition, the property will contain 0.135 net acre or 5,881 net square feet that will be encumbered by a 0.003 acre or 131 square foot channel easement. The residue will remain a legal nonconforming use. The taking does not affect the value of the property beyond the pro-rata value of the land and site improvements which are taken.

Total Estimated Compensation: \$500


**FMVE Conclusion**


**Comments**


The conclusions of this report appear to be fair and reasonable.

Total FMVE: \$500



Signatures	
Signature	
	
Typed Name:	Emily L. Braman
Title:	Appraiser, MAI, SRA, AI-GRS
Date:	November 15, 2024

Signature	
	
Typed Name:	Dennis Hanwell
Title:	Mayor, City of Medina
Date:	

Administration Settlement			
Signature			
			
Typed Name:		FMVE Amount:	\$500
Title:		Additional Amount:	
Date:		Total Settlement:	
<p>THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION   THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY   COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE   THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)</p>			

REQUIRED ATTACHMENTS 028-19A-20-055	
Photographs of the Subject Property Aerial View of the Subject Sketch of the Subject Legal Map of Comparable Sales Qualifications of Appraiser	

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        - (a) When an appraisal is determined to be unnecessary, the agency shall prepare a waiver valuation. Persons preparing or reviewing a waiver valuation are precluded from complying with standard rules 1, 2, 3 and 4 of the "Uniform Standards of Professional Appraisal Practice" (USPAP), as in effect in the current -edition, as promulgated by the "Appraisal Standards Board" of the Appraisal Foundation, which can be found at <http://www.uspap.org>

This Value Analysis was developed by ODOT in accordance with the waiver valuation provisions in both the Federal and State laws and regulations cited above. By definition of law and regulation, the Value Analysis and Value Analysis Review is compliant with USPAP when it is used in accordance with the procedures published in ODOT's Real Estate Manual. This Jurisdictional Exception allows certified or licensed appraisers to prepare and/or review the Value Analysis Report.



**ORDINANCE NO. 35-25**

**AN ORDINANCE AMENDING ORDINANCE NO. 166-24, PASSED SEPTEMBER 9, 2024 RELATIVE TO THE AGREEMENT WITH THE RUHLIN COMPANY AS CONSTRUCTION MANAGER FOR THE RENOVATION OF THE MEDINA MUNICIPAL COURTHOUSE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 166-24, passed September 9, 2024, authorized the Mayor to enter into the Standard Form of Agreement between the City of Medina and the Ruhlin Company as Construction Manager for the renovation of the 1969 former Medina County Courthouse Building to house the Medina Municipal Court; and

**WHEREAS:** The City is requesting to add Exhibit B, which was referenced in the original agreement but was not attached when City Council passed the Ordinance.

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

**SEC. 1:** That Ordinance No. 166-24, passed September 9, 2024 is hereby amended to include Exhibit B, attached hereto and incorporated herein.

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason Ruhlin is currently working under the agreement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

# **AIA** Document A133® – 2019 Exhibit B

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26 day of August in the year 2024  
*(In words, indicate day, month and year.)*

for the following **PROJECT**:  
*(Name and location or address)*

Medina Municipal Court Renovation  
93 Public Square  
Medina, OH 44256

**THE OWNER:**  
*(Name, legal status, and address)*

City of Medina  
132 N. Elmwood Avenue  
Medina, OH 44256

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

The Ruhlin Company an Ohio Corporation  
6931 Ridge Road  
PO Box 190  
Sharon Center, OH 44274

### **TABLE OF ARTICLES**

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE B.1 GENERAL**

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### **ARTICLE B.2 OWNER'S INSURANCE**

##### **§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.



**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: *(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

Init.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 **Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

### ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

#### § B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

#### § B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

#### § B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000 ) each occurrence, Two Million Dollars (\$ 2,000,000 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

Int.

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars ( \$ 1,000,000 ) each accident, One Million Dollars ( \$ 1,000,000 ) each employee, and One Million Dollars ( \$ 1,000,000 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars ( \$ 5,000,000 ) per claim and Five Million Dollars ( \$ 5,000,000 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$ 3,000,000 ) per claim and Three Million Dollars (\$ 3,000,000 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than NA (\$ NA ) per claim and NA (\$ NA ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than NA (\$ NA ) per claim and NA (\$ NA ) in the aggregate.

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Six Million Dollars (\$ 6,000,000 ) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding the other equipment.

[ ]

[ ]

*(Paragraphs deleted)*

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	Contract Value
Performance Bond	Contract Value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

## **Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:26:54 ET on 02/03/2025.

### **PAGE 1**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26 day of August in the year 2024

...

Medina Municipal Court Renovation  
93 Public Square  
Medina, OH 44256

...

City of Medina  
132 N. Elmwood Avenue  
Medina, OH 44256

...

The Ruhlin Company an Ohio Corporation  
6931 Ridge Road  
PO Box 190  
Sharon Center, OH 44274

### **PAGE 4**

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000 ) each occurrence, Two Million Dollars (\$ 2,000,000 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

### **PAGE 5**

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$ 3,000,000 ) per claim and Three Million Dollars (\$ 3,000,000 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than NA (\$ NA ) per claim and NA (\$ NA ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than NA (\$ NA ) per claim and NA (\$ NA ) in the aggregate.

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§ B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Six Million Dollars (\$ 6,000,000 ) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than ~~(\$ )~~ per claim and ~~(\$ )~~ Five Million Dollars (\$5,000,000 ) per claim and Five Million Dollars (\$5,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding the other equipment.

\_\_\_\_\_

\_\_\_\_\_

~~§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~

~~§ B.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.~~

~~§ B.3.3.2.6 **Other Insurance**  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)~~

**Coverage**

**Limits**

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Payment Bond

Contract Value

Performance Bond

Contract Value



**ORDINANCE NO. 36-25**

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 39-21, PASSED MARCH 22, 2021 RELATIVE TO THE MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS FOR MEDINA TV PRODUCTION SERVICES, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 39-21, passed March 22, 2021, authorized a Memorandum of Understanding with the Medina County Board of Commissions and the City of Medina for Medina TV Production Services of County Programming; and

**WHEREAS:** The City of Medina and the Medina County Board of Commissioners would like to amend and restate Ordinance No. 39-21, passed March 22, 2021 to amend Section 3 of the original agreement.

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

**SEC. 1:** That Ordinance No. 39-21, passed March 22, 2021 is hereby amended and restated as follows in the attached document, marked Exhibit A, attached hereto and incorporated herein, and is to be effective retroactive to January 1, 2025.

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

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

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

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

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

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

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

Ord. 36-25  
EKh. A

**AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF MEDINA**, a municipal corporation, having its principle place of business at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **MEDINA COUNTY BOARD OF COUNTY COMMISSIONERS**, a body politic, having its principle place of business at 144 North Broadway Street, Medina, Ohio 44256, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

The City of Medina and the Medina County Board of County Commissioners have agreed to amend two sections of the agreement signed on February 25, 2021. The amended sections are section 3 and section 5. The amendments are as follows:

3. **Compensation.** As compensation for services rendered by the City of Medina and MedinaTV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of ~~Fifty-Two~~ **Sixty-Seven** Dollars (~~\$52~~) (**\$67**) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The ~~Fifty-Two~~ **Sixty-Seven** (~~\$52~~) (**\$67**) per hour charge shall also apply to any additional programming and production services associated with the broadcast Medina County Commissioners' meetings. The City of Medina shall submit an invoice to the County of Medina on a quarterly basis for all services rendered during the preceding quarterly billing period, and the County of Medina will make payment within thirty (30) days after receipt of said invoice.

5. **Term.** The term of this Agreement shall commence on ~~February 5, 2021~~ **January 1, 2025**, which is the date for the hourly rate change for MedinaTV services to the County of Medina, and terminate within a period of one (1) year after the date of the signing of this Agreement. This Agreement will automatically renew from year to year unless the party that desires to terminate the agreement at the end of the term provides ninety (90) days' written notice before the end of the then current term.

The re-stated Agreement is as follows:

1. **Background.** The City of Medina manages television programming known as Medina TV; local government access is provided by Medina TV as a result of television broadcasting of local government meetings and other television programming that involves local government officials, government employees, and other issues related to local government. The City of Medina and the Medina County Board of County Commissioners wish to enter into agreement for presentation of local meetings involving the County of Medina and additional issues involving local county government. Medina TV is currently in a position to provide a broadcasting service to the County of Medina so as to broaden government access television programming.

2. **Scope of Service.** The City of Medina and Medina TV agree to provide staff for the benefit of the Medina County Commissioners so as to produce and broadcast Medina County Commissioners' meetings. Medina TV will provide the staff and the equipment necessary to complete the television broadcast of Medina County Commissioners' meetings. Medina TV will,

in addition, distribute and air any rebroadcast of the aforementioned Medina County Commissioners' meetings.

3. **Compensation.** As compensation for services rendered by the City of Medina and Medina TV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of Sixty-Seven Dollars (\$67) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Sixty-Seven (\$67) per hour charge shall also apply to any additional programming and production services associated with the broadcast Medina County Commissioners' meetings. The City of Medina shall submit an invoice to the County of Medina on a quarterly basis for all services rendered during the preceding quarterly billing period, and the County of Medina will make payment within thirty (30) days after receipt of said invoice.

There may be an additional equipment use rate assessed for services rendered pursuant to this Agreement dependent upon the scope of work requested by the County of Medina. The additional equipment use rate shall be agreed upon, in writing, in advance by the City of Medina and the County of Medina.

4. **Capital Improvement.** The Medina County Board of County Commissioners shall establish and maintain a Ten Thousand Dollar (\$10,000) capital improvement fund for purchase of new equipment and maintenance of equipment used in the broadcast and production of Medina County government access programming and used in the broadcast of Medina County Commissioners' meetings. The use of monies from the capital improvement fund shall be agreed upon by the parties, in writing, so as to meet future technology needs. The Medina County Board of County Commissioners shall promptly carry out purchases agreed to in writing by the parties.

5. **Term.** The term of this Agreement shall commence on January 1, 2025, which is the date MedinaTV began to render services to the County of Medina, and terminate within a period of one (1) year after the date of the signing of this Agreement. This Agreement will automatically renew from year to year unless the party that desires to terminate the agreement at the end of the term provides ninety (90) days' written notice before the end of the then current term.

6. **Termination.** This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. Termination shall not prejudice any remedy that the terminating party may have at law or in equity.

7. **Effect of Termination upon Compensation.** If this Agreement is terminated prior to the completion of the term specified in this Agreement, the City of Medina shall be entitled to compensation earned prior to the date of termination as provided for in this Agreement completed upon a pro rata basis. The City of Medina shall be entitled to no further compensation as of the date of termination. Funds in the capital improvement fund will be reimbursed to the party that paid it.

8. **Agreement Review.** This Agreement will be evaluated on a yearly basis by the City of Medina, the County of Medina, and Medina TV. Any alterations to this Agreement shall be

discussed and completed in writing as necessary. This Agreement may be renewed upon written agreement of the parties.

Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA, OHIO**

By: \_\_\_\_\_  
DENNIS HANWELL, Mayor

**COUNTY OF MEDINA, OHIO**

By: \_\_\_\_\_  
STEPHEN D. HAMBLEY, County Commissioner

By: \_\_\_\_\_  
AARON M. HARRISON, County Commissioner

By: \_\_\_\_\_  
COLLEEN M. SWEDYK, County Commissioner

Approved as to Form and Correctness:

\_\_\_\_\_  
GREGORY A. HUBER  
Law Director, City of Medina

\_\_\_\_\_  
MICHAEL K. LYONS  
Chief Assistant, Civil Division  
Medina County Prosecutor's Office

**ORDINANCE NO. 37-25**

**AN ORDINANCE AMENDING SECTION 31.02 (5) AND 31.02 (6) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE MUNICIPAL COURT.**

**WHEREAS:** Section 31.02 (5) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Municipal Court Judicial Aid position:

**(5) MUNICIPAL COURT**

Judicial Aid	<u>Hourly Rate</u> 2A
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**WHEREAS:** Section 31.02 (6) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Intensive Supervision Probation Officer (Part-Time) and the Probation Officer/Group Facilitator positions:

**(6) MUNICIPAL COURT GRANT POSITIONS**

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer* Part Time	\$25.94/hr. – July 1, 2023 \$26.85/hr. – January 1, 2024 \$27.59/hr. – January 1, 2025
1 Probation Officer/Group Facilitator**	\$28.60/hr. – July 2023 \$29.60/hr. – January 2024 \$30.64/hr. – January 2025

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

**SEC. 1:** That Section 31.02 (5) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows pertaining to the Municipal Court, Judicial Aid position:

**(5) MUNICIPAL COURT**

Judicial Aid	<u>Hourly Rate</u> <del>2A</del> 2 A-F
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**SEC. 2:** That Section 31.02 (6) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Municipal Court, Intensive Supervision Probation Officer Part-Time and Probation Officer/Group Facilitator positions:

**(6) MUNICIPAL COURT GRANT POSITIONS**

	<u>Hourly Rate</u>
1 Intensive Supervision Probation Officer* Part Time	<del>\$25.94/hr. July 1, 2023</del> <del>\$26.85/hr. January 1, 2024</del> 2 A-F <del>\$27.59/hr. January 1, 2025</del>
1 Probation Officer/Group Facilitator**	<del>\$28.60/hr. July 2023</del> <del>\$29.60/hr. January 2024</del> \$30.64/hr. – January 2025

**SEC. 3:** That this Ordinance is effective retroactive to the first pay of January, 2025.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 38-25**

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

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

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

- \$500,000.00 (001) General Fund to (514) Sanitation Fund

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

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

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

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

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

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

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

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

**ORDINANCE NO. 39-25**

**AN ORDINANCE AMENDING ORDINANCE NO. 209-24,  
PASSED NOVEMBER 25, 2024. (Amendments to 2025 Budget)**

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

**SEC. 1:** That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
106-0101-54413	50,000.00 *
001-0101-53321	5,000.00 *
001-0707-56615	500,000.00 *
001-0743-53322	46,000.00 *
104-0301-54413	111,928.00 *
135-0130-52215	200,000.00 *
137-0406-52215	41,615.00 *
151-0101-53313	1,423.00 *
161-0705-52215	16,000.00 *
169-0716-54412	683,078.00 *
301-0707-52234	42,000.00 *
301-0716-54412	683,078.00 *
389-0301-54412	26,000.00 *
546-0530-54412	226,800.00 *
547-0650-52213	30,000.00 *
547-0650-53314	30,000.00 *
104-0301-53321	726.56 *

**SEC. 2:** That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
141-0310-53313	2,489.06

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



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

\* - new appropriation

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**