REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 21-035-2/22 Amend Ord. 3-21, Increase P.O. Amount Lebanon Ford Police
- 21-036-2/22 Bids, Project #946C: Ray Mellert Fitness Trail, Phase 2
- 21-037-2/22 Grant Application Ohio Rail Development Commission (ORDC)
- 21-038-2/22 Expenditure Over \$15,000 OP Aquatics MCRC/Parks Dept.
- 21-039-2/22 Expenditure Software Solutions Annual Software Support
- 21-040-2/22 Expenditure Over \$15,000 PY20 CHIP Home Repair Absolute Construction
- 21-041-2/22 Rezone 123 W. Liberty P-F to C-2, 364 Foundry St. & 347 N. Huntington St. R-3 to O-C
- 21-042-2/22 Donate used MedinaTV equipment to Medina County Cable TV
- 21-043-2/22 Grant Application FAA Airport Funding
- 21-044-2/22 SPCA Annual Contribution Request

REQUEST FOR COUNCIL ACTION

Committee Recommendation:

Council Action Taken:

No. RCA 20-035-2/22

From:	POLICE DEPARTMENT Chief Edward R. Kinney	Committee Mayor's Initials:	Finance
	(Signature)	Guidelines: See information on back of forn	1
Date:	2/12/21		
Subject	: Lebanon Ford PO Increase		
Council Explore Estimated	ry and Background: In accordance with to approve the increase of PO 21-837 w r. (Ordinance 3-21) I Cost: \$ 481.60 New total: I Funding: 106-0101-54417	ith Lebanon Ford for the purchase	
Sufficient	Funds in Account:		
Transfer 3	Needed From: To:		
New Appi	ropriation Needed: N/A		
Account N			
Emergenc	y Clause Requested:		
'No Ye) Immonato pr	vichase	

Ord./Res.No:

Date:

ORDINANCE NO. 3-21

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2021 FORD EXPLORER FROM LEBANON FORD FOR THE POLICE DEPARTMENT.

- WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and
- WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

- SEC. 1: That the purchase of one (1) 2021 Ford Explorer from Lebanon Ford, State Purchasing Contract Number RS901620, is hereby authorized to be used by the Police Department.
- SEC, 2: That the funds to cover this purchase, in the amount of \$32,023.40.00, are available in Account No. 106-0101-50111.
- 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:	January 11, 2021	SIGNED:	John M. Coyne, III
			President of Council
ATTEST:	<u>Kathy Patton</u> Clork of Council	APPROVED:	January 12, 2021

SIGNED: Dennis Hanwell Mayor

Cincyautos, Inc. D.B.A.

EBANON FORD Phone: (866) 427-5575 VEHICLE PURCHASE CONTRACT Date 2/12/2021 Deal No. Salesperson Richard Supe andvor Deposit Receipt Cuist, No. CV3030208 770 Columbus Ave, Lebanon, OH 45036 Order # The undersoned (Furthered) hereby agrees, under the terms and conductine set forth below, to purchase from Lebanon Ford (Seker) the following PURCHASER VEHICLE Name City Of Medina □ NEW DEMO ☐ RENTAL UNIT USED Address 132 N ELMWOOD AVE Yr,2021 Stock No. ORDER Make Ford _{City} Medina OH Model EXPLORER PIU State Body Type Color BLACK 44256-1894 County Zip Code Top Trim Home Phone Bus. Phone V.I.N. ORDER Cell Phone (2) Phone (1) TRADE-IN (1) **PURCHASE** Emall Selling 2021 state bid #RS900321 base price \$31,984,00 plus options 32240.00 Yr Make Protection Package Options included in selling price: Model **bebbA** 17T rear cargo light \$49 Vin # 265.00 Equip, 43D dark car lamp \$25 Mileage 0 Doc Fee Ext Serv 86P headlight prep N/C Stock # 0 Agrmnt .68G rear door locks/handles inop \$74 TRADE-IN (2) 51R Unity spotlight N/C ٧r Make Model 60A grill lamp wiring \$49 59B keyed alike 1284X \$49 Vin# SUB TOTAL 32505 549 heated side mirrors \$59 Mileage Sales 0 Stock # 18D global lock unlock N/C Tax New Added equipment is delivery charge 0 License 🖵 Combined Allowance Trans 🔾 TERMS AND CONDITIONS 0 Temp 🔾 The odometer of the purchased vehicle currently reads miles and is accurate to the best of SeBor's knowledge. Ď Deposit C elliT 2) This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements oy Sallar's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Selfer in writing. Cash Due n 3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's flouidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages. Rebate TOTAL CASH 32505.00 PRICE 4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title, Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has dirable had between the time this contract was executed and Purchaser delivered the trade-in to Seller. moral. 0.0 CREDITS YRADE-IN BALANCE OWED TO None of the above Terms and Conditions shall be construed to limit Seiler's legal remedies against Purchaser. This contract shall be construed under Ohio law. TRADE-IN 0 PAYOFF NEGATIVE EQUITY TRANSFER AGREEMENT SPOT DELIVERY Purchaser agrees WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE, I/WE AGREE TO TRANSFER \$ 0 that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE. Installment and/or Security Agreement is BALANÇE 32505.00 part of this Vehicle Purchase Contract. DUE Purchaser(s) Initials X WARRANTY INFORMATION/OWNER DECLARATION - FOR OFFICE USE ONLY WARMANIY INFORMATION/OWNER DECLARATION
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MANUFACTURER, UNLESS THE SELLER, "LEBÁNON FÖRD", INC FURNISHES BUYER
WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF, IN ALL
CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSIV
DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR MPLIED, INCLUDING ANY
IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE
LAS BEAD THE CONTRACT AND AGDRESS TO ALL INSTERMS AND CONDITIONS. UNPAID BALANCE OF CASH PRICE DUE FROM ACV. HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS. D.F.M. If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES accepted DUE BILL is part LEBANON FORD ANY CONTRARY PROVISION S IN THE CONTRACT OF SALE. purchaser Initials of this contract IWE HERBBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE Ьy HOLD CHECK . 2/12/2021 purchaser agreement is part initials X of this contract Purchaser(s)

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Unclai State Bid 2010 Price

- 99W Hybrid Engine Option \$3,329
- 99C Eco Boost 400 HP Engine \$3,599
- Ford ESP Premium 5YRS/125,000 \$3,195
- 65U Interior Upgrade Package \$389
- 17T Rear Cargo Light \$49
- 43D Dark Car Lamp \$25
 - 86P Headlamp Prep Standard
- 86T Tail Lamp Prep \$59
- 21L Front Auxiliary Warning LEDS \$533
- 16C 1st/2nd Floor Carpet Cover \$124

686 Rear Door Handles/Locks Inoperable - \$74.00

- 16D Badge Delete No charge
- 517 Spot LED Lamp Drivers Side (Whelen) \$405

OR: 51R Spot Lamp (Unity) - No Charge

OR: No Spot light

60A Grill Lamp Wire - \$497

- 85R Console Plate \$44
- 76P Pre Collision Assist \$145
- 688 Police Perimeter Alarm \$655
- 558 Blind Spot Monitor \$528
- 17A Climate Control Aux A/C \$590

598 Key Alike 1284X - \$49

- 590 Key Alika 0135N \$49
- 59C Key Alike 1294x \$49
- 59E Key Alike 1435x \$49
- 59F Key Alike 0576n \$49
- 591 Key Alike 1111x \$49
- 59G Key Allke 0151x \$49
- 65L 18" Wheel Cover-\$59
- 66A Front Headlamp Package \$866
- 47A Secure Engine Idle \$250
- 66B Tall Lamp Package \$595

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13.2240 pelivery 265 \$ 32505

LEBANON COMMERCIAL VEHICLE CENTER

- 768 Reverse Sensing System \$265
- 638 Side Mirror LEDS \$280
- 63L Quarter Glass LEDS \$ 555
- 67V Police Wire Harness Kit Front/Rear \$180
- 43A Rear Auxiliary Lift gate Lights \$385
- 60R Noise Sup Bonds \$97

549 Side Heater Mirrors - \$59

- 67H Ford "Ready for the Road Package" \$3,480
- 67U Ultimate Wiring Package \$542
- o 64E Cast Painted Wheel \$460

52T Class III Trailer Tow Lighting Package - 5707

- a: 76D Deflector Plate \$325
- 87R Rear View Camera in Mirror No Charge
 Or: Rear View Camera in Dash No Charge
- 96W Front Interior Light Bar (LED) \$1,105
- 96T Rear Spoiler Traffic Light (LED) \$1,475
- 90D Ballistic Door Panels (Level III+ Driver Front Door) \$1,535
- 90E Ballistic Door Panels (Level III+ Oriver and Passenger Front Doors) \$3,070
- 90F Ballistic Door Panels (Level IV+ Driver Front Door Only) \$2,238.
- 906 Ballistic Door Panels (Level IV+ Driver and Passenger Door Only) \$4,675
- 19X 100Watt Sirens/Speakers with Bracket and Pigtall \$314
- 19V Rear Camera on Demand \$223
- <u>。 52P Hidden Door</u> Lock plungers \$155

(9_18D - Global lock/unlock - No Charge

61B OBD II Sensor - \$54

COLOR OPTIONS:

Magium Brown Mat(BU) Arixona Geiga Met (E3) Verminon Red (E4) Blue Mar (FT) Smotasteno Mol (HG) Kodiar Brown Mat (H)		Dark Toreadur Rod Mol(UL) * Lodic Säver Mel(US) Norseb Biec Mel(UR) Dark Skie (LLK) Royal Biec (LLK) Light Biec Met (LN)		Sheet Grey Mer (TN) Sheeting Grey Wel (UN) Create Meet (MO) Create Transment Mer (YC) Onione White (YZ) * Seer Sohn for this messyyson	
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Natalie Santivasci

From:

Scott Marcum

Sent:

Friday, February 12, 2021 3:41 PM

To:

Natalie Santivasci

Subject:

FW: Message from KM_C227

Attachments:

SKM_C22721021214440.pdf

From: Rick Supe [mailto:ricksupe@lebanonford.com]

Sent: Friday, February 12, 2021 2:47 PM

To: Scott Marcum <smarcum@medinaoh.org>

Subject: Fw: Message from KM_C227

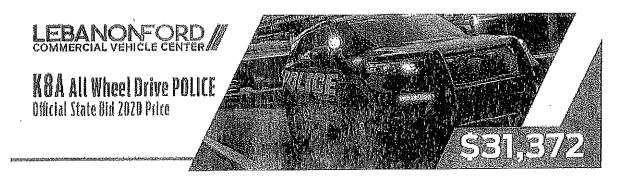
Scott,

Attached is the updated quote for the 2021 cruiser and the 2021 state bid. Let me know if I should go ahead and order the Explorer for you.

Thank You

Rick Supe Lebanon Ford 513-315-6440 cell 513-932-1010 x25204 Cincyautos, Inc. D.B.A.

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Purchase((s)	X				ement is part Is contract				•	



- 99W Hybrid Engine Option \$3,329
- 99C Eco Boost 400 HP Engine \$3,599
- Ford ESP Premium 5YRS/125,000 \$3,195
- 65U Interior Upgrade Package \$389
- 17T Rear Cargo Light \$49
- 43D Dark Car Lamp \$25
- 86P Headlamp Prep Standard
- 86T Tail Lamp Prep \$59
- 21L Front Auxiliary Warning LEDS \$533
- 16C 1st/2nd Floor Carpet Cover \$124
- 68G Rear Door Handles/Locks Inoperable \$74.00
- 16D Badge Delete No charge
- 51T Spot LED Lamp Drivers Side (Whelen) \$405
- OR: 51R Spot Lamp (Unity) No Charge
- OR: No Spot light
- 60A Grill Lamp Wire \$49
- 85R Console Plate \$44
- 76P Pre Collision Assist \$145
- 68B Police Perimeter Alarm \$655
- 55B Blind Spot Monitor \$528
- 17A Climate Control Aux A/C \$590
- 598 Kev Alike 1284X \$49
- 59D Key Alike 0135X \$49
- 59C Key Alike 1294x \$49
- 59E Key Alike 1435x \$49
- 59F Key Alike 0576x \$49
- 59J Key Alike 1111x \$49
- 59G Key Alike 0151x \$49
- 65L 18" Wheel Cover \$59
- 66A Front Headlamp Package \$866
- 47A Secure Engine Idle \$250
- 66B Tail Lamp Package \$595

LEBANONFORD/ COMMERCIAL VEHICLE CENTER/

- 76R Reverse Sensing System \$265
- 63B Side Mirror LEDS \$280
- 63L Quarter Glass LEDS \$ 555
- 67V Police Wire Harness Kit Front/Rear \$180
- 43A Rear Auxiliary Lift gate Lights \$385
- 60R Noise Sup-Bonds \$97
- 549 Side Heater Mirrors \$59
- 67H Ford "Ready for the Road Package" \$3,480
- 67U Ultimate Wiring Package \$542
- 9 64E Cast Painted Wheel \$460
- 52T Class III Trailer Tow Lighting Package \$79
- Deflector Plate \$325
- 87R Rear View Camera in Mirror No Charge
 Or: Rear View Camera in Dash No Charge
- 96W Front Interior Light Bar (LED) \$1,105
- 96T Rear Spoiler Traffic Light (LED) \$1,475
- 90D Ballistic Door Panels (Level III+ Driver Front Door) \$1,535
- 90E Ballistic Door Panels (Level III+ Driver and Passenger Front Doors) \$3,070
- 90F Ballistic Door Panels (Level IV+ Driver Front Door Only) \$2,338
- 90G Ballistic Door Panels (Level IV+ Driver and Passenger Door Only) \$4,675
- 18X 100Watt Sirens/Speakers with Bracket and Pigtail \$314
- 19V Rear Camera on Demand \$223
- 52P Hidden Door Lock plungers \$155
- 18D Global lock/unlock No Charge
- 61B OBD II Sensor \$54

COLOR OPTIONS:

ledium Brown Met(BU)	<u></u>	Dark Toreador Red Met(JL)	Silver Grey Met (TN)	
rizona Beiga Met (E3)		* lconic Säver Mel(JS)	Sterling Gray Met (UJ)	_
ermillion Red (E4)		Norsea Blue Met (KR)	Agate Black (UM)	,
lue Mei (FT)		Dark Blue (LK)	Medium Thantom Met (YG)	′.
mokestone Met (HG)		Royal Blue (LM)	Oxford White (YZ)	_
ndiak Brown Mel (J1)		Light Blue Met (LN)	* New color for this model year.	

NO. RCA 21-036-2/22 REQUEST FOR COUNCIL ACTION FROM: Patrick Pátton. Jánseń-Wehrlev REFERRAL: February 16, 2021 DATE: Bids for Project #946C: Ray Mellert Fitness Trail, Phase 2 SUBJECT: This request is for Council's authorization to advertise, bid and award Project #946C: Ray Mellert Fitness Trail, Phase 2 This project will include placing asphalt pavement on top of an existing gravel drive, and installing a new asphalt fitness trail. The City has received a Community Development Block Grant (CDBG) funding. This grant pays for 100% of the cost of the project up to a maximum amount of \$50,422; anything over that amount would be City cost. The funding breakdown for the project is as follows: CDBG Grant Funds: \$50,442. Local Funds (from the City of Medina): \$ 9,558. Total Cost of Project: \$60,000. Thank you for your consideration. \$601,000 (\$50,422 in CDBG Grant funds; \$9,558 in City funds) **ESTIMATED COST:** SUGGESTED FUNDING: 125-0459-52215 (Activity AF-19-03) Sufficient Funds in Account Number: To Account Number: Transfer Needed from Account Number: New Appropriation Account Number: **Emergency Clause Requested:** No

Ord./Res. Number:

Date:

Reason:

COMMITTEE RECOMMENDATION:

COUNCIL USE ONLY:

Council Action Taken:

			N	-	
REQUEST FO	OR COUNCIL A	ACTION	16-2021	NO. RCA 21-637-2/2	2
FROM:	Patrick Patton -	55	D6 16-2	COMMITTEE FING M 60	
DATE:	February 16, 2021	·	2	REFERRAL: Trance	
SUBJECT:	Application for gra	ant assistance witl	h the Ohio Rail Developr	oment Commission (ORDC)	
This request is fo	r Council's authoriz	ation to submit a	grant application with t	the Ohio Rail Development Commission (ORDC).	
				and ballast on a portion of the rail line north of SR 1 (near Al Root Company).	l8.
			on to submit the grant a OPWC to accept the gr	application, this requests asks that if successful, the rant.	e
			t. We will request the fu approval before accepti	ull 80% funding level; it the grant is awarded to us ing the grant.	at
The project budg would thus be \$4		rmined, our estim	nate is that the project v	will be approximately \$200,000; the City's 20% sha	re
Thank you for you	ur consideration.				
ESTIMATED COST		submit the appli share of the projec		olication is successful, the City will be responsible fo	r
SUGGESTED FUNI	OING:				
Sufficient Funds in	n Account Number:				
Transfer Needed	From: To:				
New Appropriatio	n:				
Emergency Clause	Requested: Y	es		·	_
Reason:			ubmitted at any time, ho potentially awarded as th	owever the ORDC cautions that grants applications they are received.	i
COUNCIL USE ONL	.Y:				
COMMITTEE RECO	DMMENDATION:		·		
Council Action Tak	en:		Ord./Re	es. Number:	

Date:

PCA 21-038-2/2

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 61-18 eff. 5.9.18)

Date:	2/16/2021	Department: MCRC/Parks	
Amount:	\$16,000.00	B.O.C. Approval Date:	Finance Use Only)
Account No	ımber:	574-0303-53322, 104-0303-53322	rmance use Uniy)
Vendor:		OP Aquatics #O00525	
Departmen	t head/Authorized signa	ature:	
Item/Descri	iption:	CPEN OPEN	NEW P.O.
Change-of-v	endor on <u>PO#202</u> 10008	38-from Aqua Pools, Inc. to OP Aquatics.	
Reduce PO	amoun t by \$9;000:0 0. P	urchasing a pool heater directly from the distributor.	
574-0303-53	3322: \$13,000.00, 104-03	03-53322: \$3,000.00	
FINANCE (COMMITTEE APPRO	VAL: (expenditures from \$15,000.01 to \$25,000.00)	
Date Appro	ved/Denied by Finance	Committee:	
		Date to Finance:	
Clerk of cou	ıncil		

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
 Thank you.

Revised:

3/11/2015



O.P. AQUATICS Strongsvil

P.O. BOX 360660 22350 ROYALTON ROAD STRONGSVILLE, OH 44149 Phone: (440)238-2800



Invoice No.:

4076647-000

Date:

02/16/2021

1

Page:

1 of

Sold To:

CITY OF MEDINA PARKS & RECREATION 132 N. ELMWOOD MEDINA, OH 44258

Order No./Rel.

Ship To:

MEMORIAL PARK POOL 421 E HOMESTEAD MEDINA, OH 44258

P.O. No.:

Terms

QUOTE

Customer No.

Phone: (330)725-8861

.....

Ship Via

Req. Date Reference

NET 30 DAYS 4076647-000 4013350 MIKE Y. OUR TRUCK 02/16/2021 MRY

SalesRep

QUOTE ORDER - DO NOT PAY

Product No.	Description	Ordered	Shipped Ba	:k Unit	Net Price	Extension
*016064	P902C HI-DELTA RAYPAK HEATER	1	1	EA	14500.00	14,500.00
			Sub	Total:		14,500.00
	•		FRE Tot a	IGHT IN: al:		1,300.00 \$ 15,800.00

REQUEST FOR COUNCIL ACTION

FROM:

Keith H. Dirham, Finance Director

February 16, 2021 DATE:

SUBJECT:

Expenditure over \$25,000 - Annual Software Support - Software Solutions

Committee:

SUMMARY AND BACKGROUND:

The Finance Department requests Council's approval of an expenditure of \$46,719.64 to Software Solutions, Inc. (SSI) for annual support services for the City's VIP Professional accounting system. The effective period for support services is from March 1, 2021, through February 28, 2022.

Accounts to be charged for the 2021 support service fee is as follows:

SOFTWAR	E SUPPORT 3/1/21	ГО 2/28/22	<u></u>	
LINE	DEPT	ACCOUNT	AMOUNT	V.S. (1202-120 - 120-120 -
001	General Admin	001-0707-53321	24,293.65	52.00%
002	Police	106-0101-53321	1,869.00	4.00%
003	Water Office	513-0531-53321	7,008.00	15.00%
004	Utility Billing	513-0708-53321	10,278.00	22.00%
005	Sanitation	514-0541-53321	3,270.99	7.00%
		TOTAL	46,719.64	100.00%

Estimated Cost:

\$46,719.64

Suggested Funding:

See departments listed above

sufficient funds in Account No.

See accounts listed above

transfer needed from Account No.

to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: Effective period begins March 1, 2021

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

City of Medina Software Support

2020 Invoices

Date	Invoice Number	Amount	Note
1/29/2020	INV-0005297	\$ 38,191.65	38,191.65 Existing Software modules including eGov2Web
2/27/2020	INV-0005441cm	\$ (5,095.87	(5,095.87) Credit for eGov2Web since it was cancelled
10/23/2020	INV-0006197	\$ 4,297.00	Additional support for VIP modules not including 4,297.00 Analytics (invoice pro-rated)

Calculations for the 2021 Support

Notes	34,419.64 12,300.00 Additional for VIP modules including Analtyics 46,719.64 Total Support due in 2021	(3,706.00) Less Analytics, support not started yet 43,013.64 Amount Billed for 2021 on INV-0006673
	9.64 0.00 Ac	6.00) Le
2021 Amounts	34,419.64 12,300.00 46,719.64	(3,70
2021	\$ \$\sqrt{\sq}\sqrt{\sq}}}}}}}}}\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	⋄
4% Annual increase (usually 5%)	4% \$(333 }3 = \$ No increase yet for VIP ま	
	38,191.65 (5,095.87) 33,095.78	
2020 Amounts	w w	

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

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- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date:	2/17/2021		Department:	Grants	
Amount:	\$11,699.00		В.С	D.C. Approval Date	
Account N	umber:		138-	AL	(Finance Use Only) –
Vendor:	(A000	142) Absolute Cons	truction Services	Inc.	
Departme	nt head/Authorized s		Mend	2 ()	_
Item/Desc	ription:	•			
PY20 CHIP	grant Home Repair at	: 1862 George Drive	e, Brunswick, Ohi	0	
Account n	umber and Activity ทเ	mber to be assigne	ed by Finance.		
	_				
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FINANCE C	OMMITTEE APPROVA	L: (expenditures fro	om \$15,000.01 to	\$25,000.00)	
Date Appro	oved/Denied by Finan	ce Committee:			
Clerk of cou	uncil		Date to Finance		

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
 Thank you.

Revised:

6/1/2018

Medina City Housing Impact and Preservation (CHIP) Program

Agreement for Grant and Contract for Home Repair

This Agreement made and entered into this **Tuesday**, **January 26**, **2021**, between **Nancy Sustaric and Absolute Construction Services**, a Grant to the Owner for Repair work to be accomplished by the Contractor to the Owner's property located at **1862 George Dr.**, **Brunswick OH**

Owner Agrees:

- 1. I agree to the Terms and Conditions for Owners Accepting Home Repair Assistance in the amount of \$11,699.00 in the form of a grant.,
- 2. I agree to adhere to the Terms and Conditions for Owners Receiving Repair Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
- 3. Instruct the Contractor to proceed work as of January 26, 2021.
- 4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of \$11,699.00 for Repair work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
- 5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Repair Standards.

Contractor Agrees:

- 6. Lagree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" Work Specifications for a total price of \$11,699.00.
- 7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
 - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, Repair or paint repair is going on the entire work site, work specifications, and any documents related to this project.
 - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
 - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved Addressing Lead-Based Paint Hazards during renovation, remodeling and Repair in Federally Owner and assisted Housing program (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.
 - d) That Medina City will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved Addressing Lead-Based Paint Hazard During renovation, remodeling and Repair in Federally owned and assisted Housing program and if I fail to correct the inconsistent work practices.

- e) That Medina City will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.
- f) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745,227.
- g) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- h) That Medina City will hold 25% of total contract price until Lead Clearance is achieved, IF applicable.

Owner and Contractor Agree:

- 8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by <u>written</u> Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.
- 9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.
- 10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
- 11. Method of Payment. We agree to the following payment schedule:

Payment in full, within 30-60 days, upon satisfactory completion of the entire Repair work contained in the Contract, as determined by Rehab Specialist.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

- 12. **Dispute Resolution**. We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
- 13. Non-Liability. of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the Repair work, execution of the Contract, or for non-performance of Contract.
- 14. **Defects after Completion.** The Contractor warranties the Repair work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Repair work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications. Understanding the signature and date on the satisfaction faction statement verifies satisfaction of the contractor workman ship and validates final payment. No complaints regarding WORKIMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO ABLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.

- 15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.
- 16. We have examined this Agreement, Exhibit "A" Work Specifications, Terms and Conditions for Owners Accepting Home Repair Assistance, and the Contractor Terms and Conditions. All Repair work shall be completed in accordance with these specifications and Terms and Conditions within 2 days after the date of this Agreement. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.

The expected date for the completion of all Repair work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than **March 27**, **2020**. An extension of time can be given at the Rehab Specialist discretion.

- 16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed Repair work and installed materials prior to Final Payment.
- 17. EEO Requirements During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, *however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The said parties for themselves their heirs, successor's executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

OWNER(S):

Nancy Sustaric

Owner's Address and Phone Number

y C. Sustaric

1862 George Dr Brunswick, OH 330-225-0519

CONTRACTOR:

Absolute Construction

Contractor's Address and Phone Number:

1212 Kale Adams Rd. Leavittsburg, OH 44430

330-720-2209

WITNESS:

Deborah Kawa, ORDC Housing Specialist

Printed on 1/5/21

Biddable Specification for: 1862 George Dr. Brunswick dp medina city sustaric01

Contact:

Nancy Sustaric

Homeowner's Phone #:

330-225-0519

Exterior Roof

08213 Tear-off existing roof and install new

Remove existing roofing materials to sheathing. Replace defective sheathing up to 32 sq. ft. In excess see Local Rehab Specialist for change order, install ice guard so that it shall extends a minimum or 24" past the exterior wall line of the home for the entire perimeter of the roof. The ice Guard must roll over the eve of the roof 1 1/2" to seal off the fascia for ice damning. On the north gable above the garage roof the siding will need to be removed from the wall and ice Guard rolled up the wall Re-Install the siding to match existing Install felt roofing with top lap of 2" and end lap of 4". Install drip edge at eaves first and finish with drip edge along the rakes. Install a dimensional shingle, square butt, self-sealing fiberglass strip shingles with a 30-year warranty. Joints to be staggered, install new drip edge, vent boots, and Replace the rust deteriorated flashing. Shingles are to over-hang the drip edge approximately 1/2" or as specified in the manufactures directions. Install a shingle over style ridge-vent. Vent is to extend as far as possible for maximum ventilation. Homeowner chooses color of shingle from contractor's sample, NOTE: if additional sheathing needs replaced the contractor is to contact the local C.H.I.P. office before sheathing is replaced for approval.

29 EA	Bid Price \$	11,699.5	
•	roject Bid Price \$	11,699.00	

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REQUEST FOR COUNCIL ACTION

FROM: Jonathan Mendel, Community Development Directory Committee: Finance

DATE: February 17, 2021

SUBJECT: February 11, 2021 Planning Commission Recommendation to rezone City owned property:

portion of 123 W. Liberty St. from P-F Public Facilities to C-2 Central Business

 364 Foundry St. & 347 N. Huntington St. from R-3, High Density Urban Residential to O-C, Open Space Conservation

SUMMARY AND BACKGROUND:

On February 11, 2021, the City of Medina requested rezoning above properties. After reviewing the request and staff report, the Planning Commission **recommended** the requested rezonings to City Council.

The requested rezoning is delineated for the City Council in the below attached documents:

- February 11, 2021 staff report & packet
- February 11, 2021 Planning Commission recommendation resolution
- February 11, 2021 Planning Commission draft meeting minutes for the case

Since a rezoning requires a City Council public hearing, staff suggests the following timeline:

- February 22, 2020 Finance Committee of City Council review
- February 23, 2021 to March 23, 2021 Minimum 30 day notice period for City Council Public hearing
- April 12, 2021 Public Hearing before the City Council
- April 26, 2021 Ordinance review by City Council

Estimated Cost: Not Applicable

Suggested Funding: Sufficient funds in Account No.

Transfer needed from Account No. to Account No. NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: N/A

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

February 11, 2021 staff report & packet



CITY of MEDINA

Planning Commission February 11, 2021 Meeting

Case No:

P21-01

Address:

Portion of 123 W. Liberty St.

364 Foundry St.

• 347 N. Huntington St.

Applicant:

City of Medina

Subject:

Rezone City owned property:

portion of 123 W. Liberty St. from P-F Public Facilities to C-2

Central Business

364 Foundry St. & 347 N. Huntington St. from R-3, High

Density Urban Residential to O-C, Open Space Conservation

Submitted by:

Jonathan Mendel, Community Development Director

Subject Site:

The subject properties are located:

• Within the 100 block of W. Liberty

• 364 Foundry is adjacent to the west side of Ray Mellert Park and 347 N. Huntington is adjacent to the east side of Ray Mellert Park.

Project Introduction:

Portion of 123 W. Liberty

Now that the City of Medina has built the new City Hall parking facility, the subject remainder land is intended to be subdivided from the parent lot and transferred to the Medina City Development Corporation (MCDC) in order to include it into an imminent redevelopment of the subject property along with the existing lot owned by MCDC with 140 feet of frontage on the 100 block of W. Liberty Street.

Therefore, in order to reduce steps during the execution of a development agreement between a private developer and the MCDC and not unnecessarily delay the redevelopment project, the City requests rezoning the subject land area from P-F to C-2, which would match the C-2 zoning for the existing MCDC owned lot (139 W. Liberty)

Note: the new lot's subdivision is not fully executed yet, so a rezoning decision by the City Council will be conditioned that the rezoning is only effective once the lot is officially created.

364 Foundry and 347 N. Huntington

In 2019 and 2020, the City acquired these properties with the intent to incorporate the land into the neighboring Ray Mellert Park. The two properties are currently zoned R-3 and need to be rezoned to O-C, which is the zoning district for the Park.

Please find attached to this report:

1. Aerial photographs with existing zoning

2. City of Medina Comprehensive Plan - Future land use maps

3. Proposed subdivision plat for the portion of the 123 N. Liberty dated January 29, 2020

Comprehensive Master Plan:

Future Land Use map of the Comprehensive Master Plan (adopted in 2007) is a guide for future municipal planning and land use within the city.

Portion of 123 W. Liberty

The existing P-F zoning is consistent with the Master Plan Future Land Use Map; however, given the redevelopment intent of the subject property to support the activity and vitality of the Downtown and provide TIF funding for the completed City Hall public parking facility, rezoning the property to C-2 is appropriate.

The properties to east and south (along Liberty St.) of the subject property are commercially developed properties designated 'Central Business District'. Therefore, the subject property is part of a contiguous area of the same designation, which will support and reinforce the current and future vitality of this part of the Historic District, but also the entire Historic District.

The Comprehensive Plan's Goals and Objectives have specific objectives that relate to this proposed rezoning. Under the following specific goals and objectives, the proposed rezoning is appropriate and consistent with the Comprehensive Plan:

Demographics and Housing

- DH-3: Support efforts to provide residential and non-residential uses that promote the City as a community where it is possible for families and individuals to live, work, and shop.
 - DH-3E: Maintain and develop attractive commercial areas that are inviting spaces for people to shop

Land Use

- LU-5: Support compact and convenient commercial development.
 - LU-5B: Identify additional areas that could accommodate and support commercial and compatible mixed uses.

The subject property is directly adjacent to the large area of commercially designated, zoned and developed Historic District. As desired by LU-5B and DH-3E above, the subject properties can accommodate and support land development compatible with the adjacent mix of uses in the C-2 zoning district. The rezoning allows for the reinforcement of the Historic District's vitality.

364 Foundry and 347 N. Huntington Street

Here are the *Community Facilities & Services* vision statement and Goals CF-1 and CF-2 (below):

Vision Statement

Residents of the City of Medina desire to maintain and enhance existing community services and facilities, expand community services and facilities to meet future needs, and establish policies and relationships with surrounding townships and the County to provide for broader and more accessible facilities and services.

CF-I

Aggressively pursue strategies to maintain and enhance a level of public facilities and services that meet the needs of the community.

CF-2

Maintain, enhance, and develop park and recreational facilities and trails that are readily accessible to all City residents, and that respond to the evolving nature of recreation activities.

A comprehensive plan is a policy guide for making land use decisions for a period of time into the future. The creation process anticipates many possible and desirable future land use changes, but cannot account for all possibilities. Therefore, when reviewing zoning map changes, it's appropriate to evaluate the proposed rezoning against the various categorical vision statements and goals.

In reviewing the proposed subject properties' rezoning, the zoning map change proposed is meets the intent of the Community Facilities & Services Vision Statement and Goals CF-1 and CF-2 by enhancing the level of public facilities with an expansion of Ray Mellert Park, thereby responding to the evolving needs of the community.

Staff Comment:

The proposed rezonings will not substantially or substantively negatively impact the general character of their respective immediate neighborhoods and will certainly provide greater value and vitality to their respective communities.

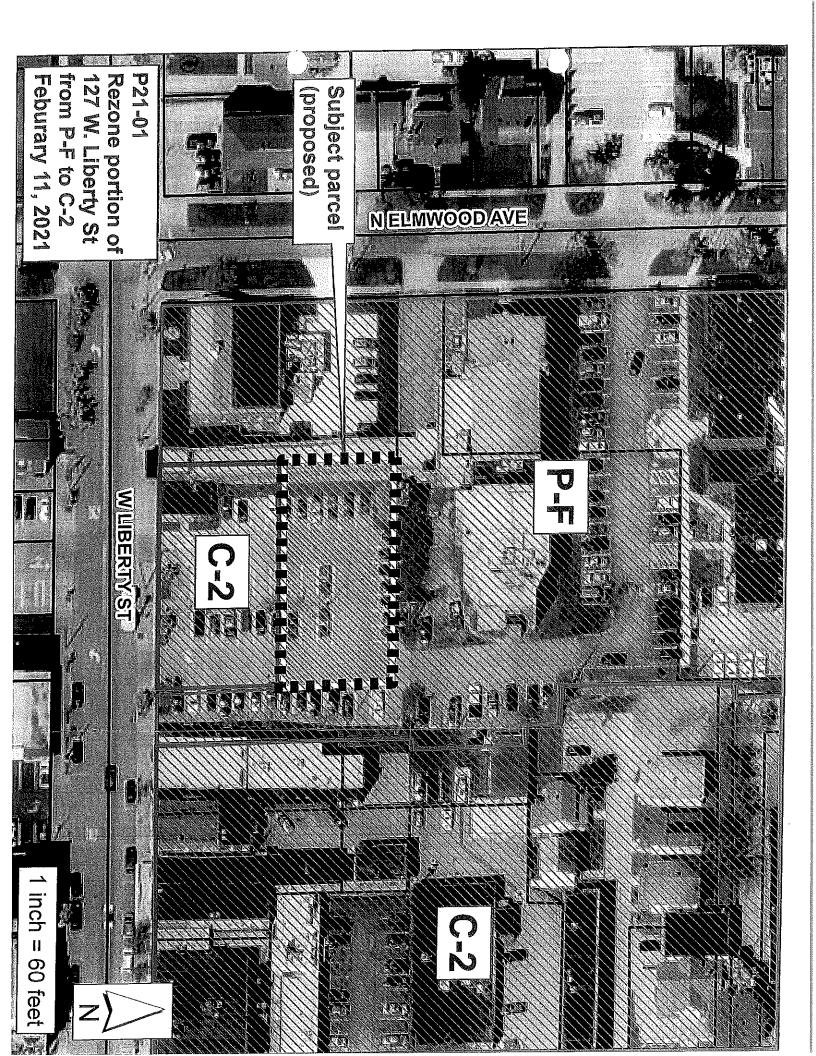
Recommendation:

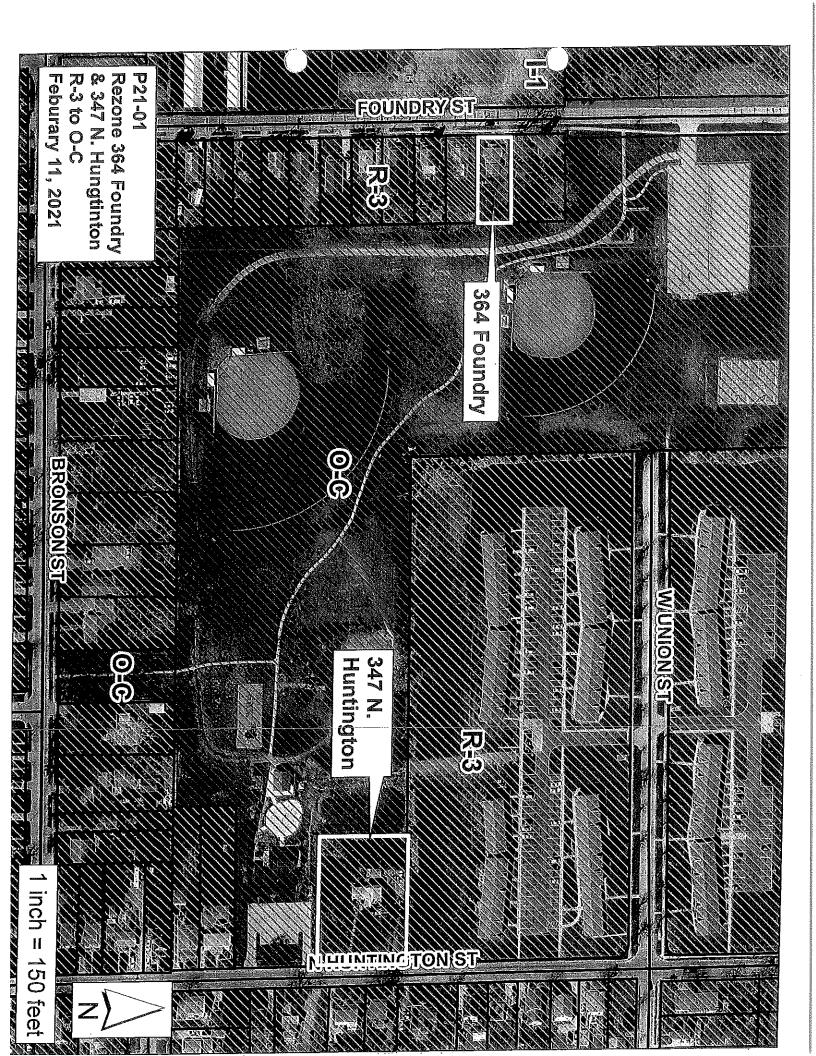
Staff recommends the Planning Commission forward a recommendation of approval to City Council to rezone:

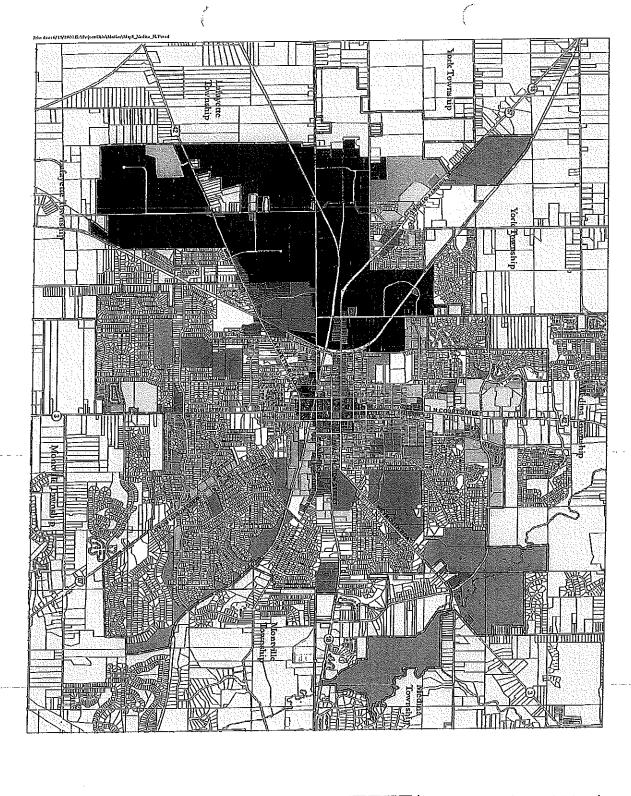
- a 140 foot by 80 foot portion of the property at 123 W. Liberty Street (proposed CL 9374 [part of PID# 028-19A-21-386]) from P-F, Public Facilities to C-2 Central Business
- 364 Foundry Street and 347 Huntington Street from R-3, High Density Urban Residential to O-C, Open Space Conservation

With the following condition:

1. The rezoning for the portion of 123 W. Liberty Street shall not be effective until the proposed subdivision creating the lot is executed and recorded.







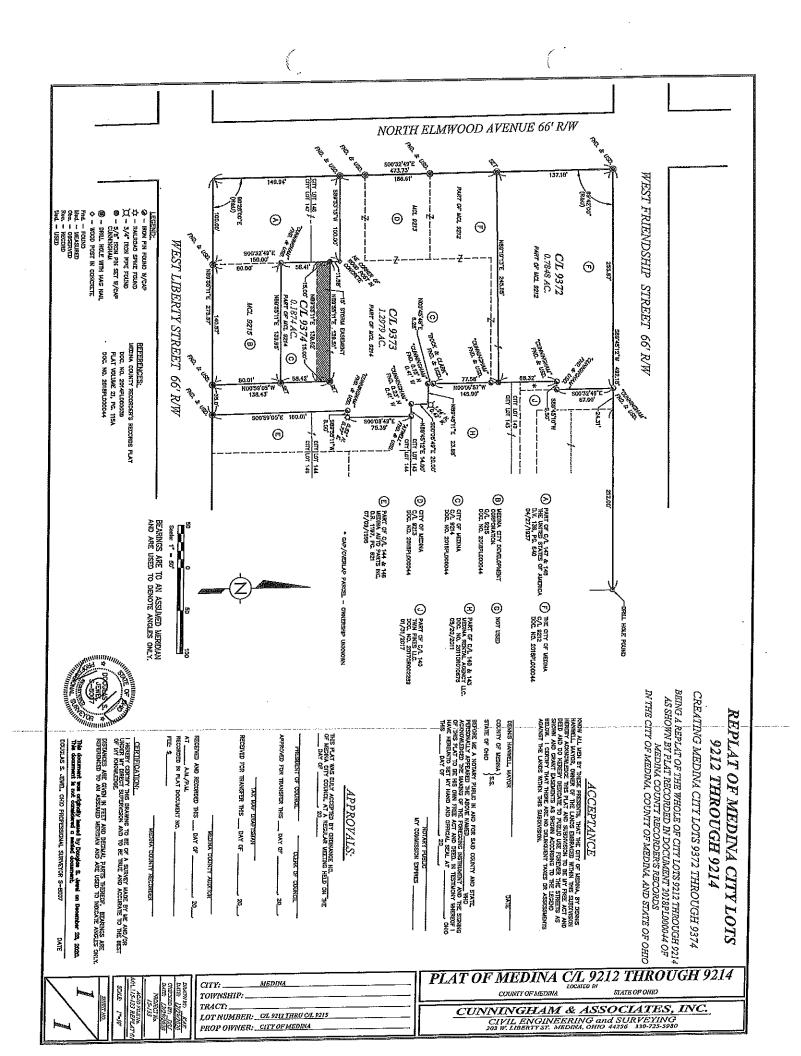
Map 8 Future Land Use

City of Medina, Ohio

Future Land Use Surrounding Area Township Boundary Residential High Density Residential Low Density Mixed Use Residential Medium Density Municipal Boundary Office/Technology Restricted Office Thoroughfare Commercial Central Business District Public Facilities General Industrial Light Industrial Planued Commercial Conservation/Recrention

STEM. THE OWNER WATE COURT STR





February 11, 2021
Planning
Commission
recommendation
resolution

RESOLUTION PLANNING COMMISSION

February 16, 2021

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

PROPERTY: Portion of 123 W. Liberty St., 364 Foundry St., 347 N. Huntington St.

CASE NO: P21-01

WHEREAS, YOUR APPLICATION WAS DULY PROCESSED AND AFTER APPROPRIATE REVIEW AND STUDY THE COMMISSION HAS PASSED THE FOLLOWING RESOLUTION:

At the February 11, 2021 meeting the Planning Commission approved a recommendation of approval to City Council to rezone the following properties as outlined on page 4 of the Staff Report:

a 140 foot by 80 foot portion of the property at 123 W. Liberty Street (proposed CL 9374 [part of PID# 028-19A-21-386]) from P-F, Public Facilities to C-2 Central Business

• 364 Foundry Street and 347 Huntington Street from R-3, High Density Urban Residential to O-C, Open Space Conservation

With the following condition:

1. The rezoning for the portion of 123 W. Liberty Street shall not be effective until the proposed subdivision creating the lot is executed and recorded.

Sincerely,

Jonathan Mendel

Community Development Director

February 11, 2021
Planning
Commission draft
meeting minutes for
the case



CITY of MEDINA

Planning Commission February 11, 2021

Planning Commission Meeting

Draft

Meeting Date: February 11, 2021

Meeting Time: 6:00 PM

Present: Andrew Dutton, Rick Grice, Bruce Gold, Jonathan Mendel (Community

Development Director), Sandy Davis (Administrative Assistant)

Absent: Monica Russell, Paul Rose

Mr. Gold made a motion to approve the minutes from December 10, 2020 and January 14, 2021 as submitted.

The motion was seconded by Mr. Dutton.

Vote:

 $\begin{array}{ccc} \text{Grice} & \underline{Y} \\ \text{Dutton} & \underline{Y} \\ \text{Gold} & \underline{Y} \\ \text{Approved} & 3-0 \end{array}$

Announcements: Mr. Mendel stated the city is receiving comments back for the seering on the Comprehensive Plan Consultants submittals. Mr. Mendel stated he neds all comments as soon as possible. Mr. Mendel stated they are working on choosing a consultant.

Mr. Mendel stated the Historic Preservation Board will be hearing a discussion regarding the County Courthouse addition this wening which will come back to the Boards for a formal review with the Historic Preservation Board, the Board of Zoning Appeals for a building height variance, and the Planning Commission for site plan review at a later date which may be March 11, 2021

There were no comments from City Council.

The Court Reporter swore in all attendees.

Ad Business:

New Business:

1. P21-01 City of Medina Various address in the City of Medina COM Mr. Mendel stated this is an application by the City of Medina to rezone city owned properties.

Mr. Mendel stated these three properties are currently owned by the City of Medina, a portion of 123 W. Liberty Street from P-F Public Facilities to C-2 Central Business, 364 Foundry Street, and 347 N. Huntington Street from R-3 High Density Urban Residential to O-C Open Space Conservation.

Mr. Mendel stated the portion of 123 W. Liberty is south of City Hall and is a new lot that has been created and will be combined with the current parcel with the Liberty frontage that the Medina City Development Corporation owns for the Liberty View development which has been accepted and proposed by the Rose Company. Mr. Mendel stated that portion of land is currently zoned P-F but to be part of this development and needs to be rezoned C-2 to be a part of the new development.

Mr. Mendel stated 364 Foundry is adjacent to Ray Mellert Park and 347 N. Huntington is adjacent to the east side of Ray Mellert Park. Mr. Mendel stated the city purchased 364 Foundry Street last year and purchased 347 N. Huntington in 2019. Mr. Mendel stated the house at 364 Foundry was demolished and the house at 347 N. Huntington was moved by a private individual to W. Friendship Street. Mr. Mendel stated the three properties are now vacant land which is to be incorporated into Ray Mellert Park.

Mr. Mendel stated the request is to rezone those from the residential zoning of R-3 to Open Space Conservation, O-C which is the zoning district for parkland in the City of Medina.

Mr. Mendel reviewed the Comprehensive Master Plan from the staff report as follows:

Future Land Use map of the Comprehensive Master Plan (adopted in 2007) is a guide for future municipal planning and land use within the city.

Portion of 123 W. Liberty

The existing P-F zoning is consistent with the Master Plan Future Land Use Map; however, given the redevelopment intent of the subject property to support the activity and vitality of the Downtown and provide TIF funding for the completed City Hall public parking facility, rezoning the property to C-2 is appropriate.

The properties to east and south (along Liberty St.) of the subject property are commercially developed properties designated 'Central Business District'. Therefore, the subject property is part of a contiguous area of the same designation, which will support and reinforce the current and future vitality of this part of the Historic District, but also the entire Historic District.

The Comprehensive Plan's Goals and Objectives have specific objectives that relate to this proposed rezoning. Under the following specific goals and objectives, the proposed rezoning is appropriate and consistent with the Comprehensive Plan:

Demographics and Housing

- DH-3: Support efforts to provide residential and non-residential uses that promote the City as a community where it is possible for families and individuals to live, work, and shop.
 - DH-3E: Maintain and develop attractive commercial areas that are inviting spaces for people to shop

Land Use

- LU-5: Support compact and convenient commercial development.
 - o LU-5B: Identify additional areas that could accommodate and support commercial and compatible mixed uses.

The subject property is directly adjacent to the large area of commercially designated, zoned and developed Historic District. As desired by LU-5B and DH-3E above, the subject properties can accommodate and support land development compatible with the adjacent mix of uses in the C-2 zoning district. The rezoning allows for the reinforcement of the Historic District's vitality.

364 Foundry and 347 N. Huntington Street

Here are the *Community Facilities & Services* vision statement and Goals CF-1 and CF-2 (below):

Vision Statement

Residents of the City of Medina desire to maintain and enhance existing community services and facilities, expand community services and facilities to meet future needs, and establish policies and relationships with surrounding townships and the County to provide for broader and more accessible facilities and services.

CF-1

Aggressively pursue strategies to maintain and enhance a level of public facilities and services that meet the needs of the community.

CF-2

Maintain, enhance, and develop park and recreational facilities and trails that are readily accessible to all City residents, and that respond to the evolving nature of recreation activities.

A comprehensive plan is a policy guide for making land use decisions for a period of time into the future. The creation process anticipates many possible and desirable future land use changes, but cannot account for all possibilities. Therefore, when reviewing zoning map changes, it's appropriate to evaluate the proposed rezoning against the various categorical vision statements and goals.

In reviewing the proposed subject properties' rezoning, the zoning map change proposed is meets the intent of the Community Facilities & Services Vision Statement and Goals CF-1 and CF-2 by enhancing the level of public facilities with an expansion of Ray Mellert Park, thereby responding to the evolving needs of the community.

Mr. Mendel stated the proposed rezonings will not substantially or substantively negatively impact the general character of their respective immediate neighborhoods and will certainly provide greater value and vitality to their respective communities.

Mr. Mendel stated Staff recommends the Planning Commission forward a recommendation of approval to City Council to rezone the following properties as outlined on page 4 of the Staff Report:

- a 140 foot by 80 foot portion of the property at 123 W. Liberty Street (proposed CL 9374 [part of PID# 028-19A-21-386]) from P-F, Public Facilities to C-2 Central Business
- 364 Foundry Street and 347 Huntington Street from R-3, High Density Urban Residential to O-C, Open Space Conservation

With the following condition:

1. The rezoning for the portion of 123 W. Liberty Street shall not be effective until the proposed subdivision creating the lot is executed and recorded.

Mr. Gold made a motion to forward a recommendation to City Council for a 140 foot by 80 foot portion of the property at 123 W. Liberty Street (proposed CL 9374 [part of PID# 028-19A-21-386]) from P-F, Public Facilities to C-2 Central Business subject to the execution and recording and also the rezoning of 364 Foundry Street and 347 Huntington Street from R-3, High Density Urban Residential to O-C, Open Space Conservation.

Mr. Dutton seconded the motion.

Rick Grice, Chairman

Vote:	
Grice Dutton	<u>Y</u> <u>Y</u>
Gold Approved	$\frac{\mathbf{Y}}{3-0}$
Having no further bus	iness, the meeting was adjourned.
Respectfully submitte	d,
Sandy Davis	

REQUEST FOR COUNCIL ACTION

From:	Jarrod Fry – Cable TV Director	No. ICA 21-043-4738 Committee: Finance
Date:	February 17, 2021	Committee: Finance
Subject:	Donation to Medina County – Medina	ΓV used equipment
Summary a	nd background:	
Requesting the City of W		nt to Medina County from MedinaTV and
Inventory esequipment.	stimated to be worth approximately	\$23,055.68. See attached for list of
Estimated C	cost:	
	Funding: Sient Funds in Account: fer Needed From: To:	
New A	Appropriation Needed into Account:	
Emergency	Clause Requested: Yes	No
Reason:		
COUNCIL US Committee F	SE ONLY: Recommendation:	
		Ord./Res.: Date:

Inventory to donate to Medina County from MedinaTV and the City of Medina:

Quantity	ltem	Serial #	Estimated Cost
1	Newtek Live Control Unit	LC-11 H1AF19791356418	\$2,155.68
1	Dell Monitor		\$300.00
1	Newtek Mini HD-4I	NA5075297543850	\$6,900.00
1	Panasonic Remote Camera Controller AW-RF	P50 10TYA0156	\$2,000.00
3	Panasonic Cameras 2- AW-HE50 1-AW HE40SWP	M00804554E305/M00804554D419 H6TQC0162	\$3,000each/\$6,000 \$3,700
5	Shure MX418s/s with mo	unts	\$300 each/ \$1,500
Misc. Cables			\$500

Total Costs Estimate \$23,055.68

REQUEST FOR COUNCIL ACTION FROM: Patrick Patton, Greg Huber COMMITTEE REFERRAL: DATE: February 17, 2021 Grant Application: FAA CRRSAA Airport Funding SUBJECT: This request is for Council's authorization to submit a grant application with the Federal Aviation Administration (FAA). If awarded, the grant can be for costs related to operations, personnel, cleaning, sanitation, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The City is eligible to receive \$13,000 in funding, and there is no match required. Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with the FAA to accept the grant. Thank you for your consideration No cost to apply; no grant match **ESTIMATED COST:** SUGGESTED FUNDING: Sufficient Funds in Account Number: To Account Number: Transfer Needed from Account Number:

The FAA intends on beginning distribution of these funds in mid March

Ord./Res. Number:

Date:

Yes

New Appropriation Account Number:

Emergency Clause Requested:

COMMITTEE RECOMMENDATION:

Reason:

COUNCIL USE ONLY:

Council Action Taken:

Kathy Patton

RCA 2.1-044-2/22 Finance SPCA Annual Request

From:

Paul Rose

Sent:

Tuesday, January 12, 2021 7:55 AM

To:

Kathy Patton

Subject:

SPCA Request

Hello Kathy:

Hope all is well with you and the family. Please schedule the SPCA request for the 22-Feb Finance Meeting and the 8-Mar Council Meeting. Mr. Marquis will be available those dates.

If those dates do not work, please let me know what is good.

Thank you for all you do.

Paul Rose, Sr Council at Large City of Medina 330-723-3459

HISTORY:

ORD. 44-20 \$ 10,000

ORD. 54-19 \$ 8,850

ORD. 45-17 \$ 8,500

ORD. 45-17 \$ 8,452

Medina City Intake 10/1/19-9/30/20

	Animal #	Species	Intake Date	Intake Type	Found Address
47	A43425030	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
48	A43425033	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
49	A43425037	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
20	A43425044	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
51	A43425046	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
52	A43425048	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
53	A43425052	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
54	A43425058	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
55	A43425060	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
56	A43425062	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
57	A43425066	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
58	A43425073	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
59	A43425078	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
09	A43425081	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
61	A43425084	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
62	A43425087	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
63	A43425121	Rat	12/3/2019 3:25 PIVI	Owner/Guardian Surrender	310 W Liberty Street
64	A43425129	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
65	A43425132	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
99	A43425141	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
67	A43425147	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
89	A43425151	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
69	A43425154	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
2	A43425158	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
71	A43425162	Rat	ന	Owner/Guardian Surrender	310 W Liberty Street
72	A43425168	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
73	A43425181	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
74	A43425193	Rat	ונים	Owner/Guardian Surrender	310 W Liberty Street
75	A43425194	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
76	A43425201	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
1.1	A43425209	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
78	A43425214	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street

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80	A43425225	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
81	A43425230	Rat	12/3/2019 3:25 PM		310 W Liberty Street
82	A43425234	Rat	12/3/2019 3:25 PM		310 W Liberty Street
	A43425237	Rat	12/3/2019 3:25 PM		310 W Liberty Street
84	A43425238	Rat	12/3/2019 3:25 PM		310 W Liberty Street
85	A43425243	Rat	12/3/2019 3:25 PM		310 W Liberty Street
86	A43425248	Rat	12/3/2019 3:25 PM		310 W Liberty Street
87	A43425252	Rat	12/3/2019 3:25 PM		310 W Liberty Street
	A43425257	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
89	A43425277	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
90	A43425280	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
91	A43425283	Rat	12/3/2019 3:25 PM		310 W Liberty Street
92	A43425288	Rat	12/3/2019 3:25 PM		310 W Liberty Street
	A43425292	Rat	12/3/2019 3:25 PM		310 W Liberty Street
	A43425295	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
	A43425299	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
96	A43425301	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
97	A43425303	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
86	A43425306	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
99	A43425308	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
100	A43425311	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
101	A43425313	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
102	A43425316	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
103	A43425318	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
104	A43425322	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
105	A43425326	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
106	A43425334	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
107	A43425337	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
108	A43425342	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
109	A43425344	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
110	A43425345	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
111	A43425346	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street
112	A43425349	Rat	12/3/2019 3:25 PM	Owner/Guardian Surrender	310 W Liberty Street

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- 1	A43426408	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
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- 1.	A43426426	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426433	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426443	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- [A43426449	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426452	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426454	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426457	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
	A43426460	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
- 1	A43426463	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
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	A43426470	Rat	12/3/2019 4:47 PM	Owner/Guardian Surrender	310 W Liberty Street
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| 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 |

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257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	

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3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PIVI	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	3/3/2020 2:05 PM	2/2/2000 0:05 000/2/2					
Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Rat	Ra+
A44011852	A44011858	A44011859	A44011862	A44011868	A44011871	A44011874	A44011877	A44011883	A44011885	A44011887	A44011891	A44011893	A44011897	A44011898	A44011903	A44011906	A44011911	A44011913	A44011916	A44011924	A44011925	A44011933	A44011937	A44011940	A44011943	A44011950	A44011953	A44011958	A44011961	A44011963	A44011998	A44012002
325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357