

**CITY OF MEDINA  
AGENDA FOR CITY COUNCIL MEETING**

April 26, 2021  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 12, 2021)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

Ord. 55-21 (second reading)

An Ordinance authorizing the Law Director to prepare the necessary documentation for the transfer of City Lot 9374, PPN 028-19A-21-391 containing 0.1874 acre of land to the Medina City Development Corporation (CIC).

**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. 63-21, Ord. 64-21, Ord. 65-21, Ord. 66-21, Ord. 67-21, Res. 68-21, Ord. 69-21, Ord. 70-21.

Res. 63-21

A Resolution authorizing an application for grant assistance from the Medina County Drug Abuse Commission (MCDAC) for the Police Department.  
(emergency clause requested)

Ord. 64-21

An Ordinance authorizing the purchase of one (1) 2022 F-600 Cab and Chassis and one (1) 2021 F-150 Four Wheel Drive Truck from Montrose Ford for the Water Department.

Medina City Council  
April 26, 2021

Ord. 65-21

An Ordinance authorizing the hiring of OHM Advisors for assistance in the preparation of an update to the Medina City Comprehensive Plan.

Ord. 66-21

An Ordinance authorizing the Mayor to enter into a Memorandum of Lease with Peaceworks, Inc. for the property at 406 S. Broadway Street.

Ord. 67-21

An Ordinance authorizing the Mayor to accept two (2) easements necessary for the Spring Grove Street Bridge Replacement Project.

Res. 68-21

A Resolution donating twenty-five (25) Dell Optiplex Computers to the Medina City Schools.

Ord. 69-21

An Ordinance establishing an American Rescue Plan Act Fund (#171) for the City of Medina.

Ord. 70-21

An Ordinance rezoning a portion of 123 W. Liberty St. from P-F Public Facilities to C-2 Central Business, and 364 Foundry St. and 347 N. Huntington St. from R-3 High Density Urban Residential to O-C, Open Space Conservation.

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL

Monday, April 12, 2021

**Public Hearing**

Jonathon Mendel spoke in regards to consider the rezoning of the following City owned property:

A portion of 123 W. Liberty St. from P-F Public Facilities to C-2 Central Business  
364 Foundry Street & 347 N. Huntington St. from R-3 High Density Urban Residential to  
O-C, Open Space Conservation.

No one spoke in favor or against the rezoning. Public Hearing closed at 7:31 p.m.

**Call to Order:**

Medina City Council met in regular session on Monday, March 22, 2021 at Medina City Hall. The meeting was called to order at 7:31 p.m. by Council President John Coyne III who led in the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Jonathan Mendel, Kimberly Marshall, Police Chief Kinney, Fire Chief Walter and Clerk of Council Kathy Patton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, March 22, 2021, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated Finance Committee met prior to Council this evening and will meet again in two weeks on Monday, April 26, 2021.

Health, Safety & Sanitation Committee: Mr. Simpson held a meeting prior to Finance tonight to discuss updates from the Police, Fire & Sanitation Departments – 2021 Project Reviews.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Heffinger was not present.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose had no report.

**Requests for Council Action:**

Finance Committee

- 21-068-4/12 – Budget Amendments
- 21-069-4/12 – 2020 Carryforward
- 21-070-4/12 – Cyber Security Liability Insurance Renewal
- 21-071-4/12 – MCDAC Grant – Police
- 21-072-4/12 – Expenditure Over \$15,000 – Mason Custom Builders – Police
- 21-073-4/12 – Purchase 2021 F150 Truck & 2022 F-600 Chassis – Montrose Ford – Water
- 21-074-4/12 – Agreement w / OHM Advisors for Comprehensive Plan Consultant
- 21-075-4/12 – Memorandum of Lease – 406 S. Broadway – Peaceworks, Inc.
- 21-076-4/12 – Discussion regarding Electric Aggregation Funds
- 21-077-4/12 – Agreement w/ ODOT – Traffic Signal Maintenance
- 21-078-4/12 – Easements for Spring Grove Street Bridge Replacement
- 21-079-4/12 – Create Fund #171 – American Rescue Plan Act Fund
- 21-080-4/12 – Obtain Appraisal to Convert Municipal Court to Community Center

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor**

- A. Covid-19 - Medina County remains in red level. Please remain vigilant with avoiding large gatherings, wearing masks in public, washing hands frequently and social distancing. Updated information on business openings, safety protocols, etc. are on the City and Medina County Health Dept. website. All of your efforts, along with ongoing vaccine administration has greatly reduced the number of cases in our county as well as hospital admissions. Well done!
- B. Fiber to the home - please take survey at this link- [www.Medina.LitCommunities.net](http://www.Medina.LitCommunities.net)
- C. McDowell-Phillips house - Thanks to Jansen and Forestry crew for assisting with digging 14 holes March 30 for the planting of 14 new red bud trees on April 10. Well done!
- D. City Hall open effective 8 a.m., April 2, 2021. Masks required and social distancing will be maintained.
- E. Misinformation by Save Your Courthouse (my opinion) - In November they told voters The county courts would be torn down & county would not proceed without city- both not true. Now telling voters we are trying to overrule the vote in November. Vote in November is required city to go to voters like we are. Also telling voters new parking deck will be turned over to developers – The City owns and will own the deck. Deck is public parking available for all. No spaces will be reserved for development. Do not be misled- collaboration with county on the courts makes most sense operationally and fiscally.
- F. Ravago video on city website- 500k sq. ft. with prep for comparable addition in future. One of a number of worldwide companies in Medina. Use these videos as attraction to draw in other industrial companies keeping our tax base strong and one of lowest income tax rates in state. To view, go to [www.medinaoh.org](http://www.medinaoh.org) , Economic Development, Business Expansion Testimonials.

**Keith Dirham, Finance Director**, reminded all residents that the City of Medina does have an

Medina City Council  
April 12, 2021

income tax and that is collected for us by RITA. They are available at [www.ritaoh.com](http://www.ritaoh.com) and forms are also available there.

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

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

**Chief Walter, Fire Department,** reminded the public to make sure they are changing their batteries in their smoke detectors.

**Kimberly Marshall, Economic Development Director,** Kimberly stated the next Energy Special Improvement District Meeting is scheduled for this Thursday, April 15, 2021 from 11 a.m. – Noon. Due to COVID-19, the meeting will be held via the ZOOM platform. We are working to get the district expanded to the City of Brunswick. Anyone that wishes to attend, please send me an email at [kmarshall@medinaoh.org](mailto:kmarshall@medinaoh.org) and I can send them the Zoom meeting link.

The next Economic Development Committee meeting is scheduled for Tuesday, May 4, 2021 at 8:00 a.m. Due to COVID-19, the meeting will be held via the ZOOM platform. Anyone that wishes to attend, can send me an email at [kmarshall@medinaoh.org](mailto:kmarshall@medinaoh.org) and I will send them the Zoom meeting link.

Ribbon cuttings are still on hold at this time and we are hoping that we can start them again this June. We will work with the Health Department on the best way to proceed for these events.

We recently finished a new marketing piece titled “Live and Work in Our All-American Hometown”. We will be using this to promote Medina and share with companies that are recruiting workforce out of the area. We will also share this with our local real estate brokers. A copy has been placed in your mailbox.

**Jonathan Mendel, Planning Community Director,** had no report.

**Dan Gladish, Building Official,** was not in attendance.

**Jansen Wehrley, Parks and Recreation Director, announced two events:**

Saturday, April 21<sup>st</sup> is Earth Day. Cleanup at Reagan Park from 9 a.m. – 12 p.m., free seedlings.

Thursday, April 29<sup>th</sup> - Senior Spring Fling 11 a.m. – 1 p.m. registration at the pavilion outside.

Sports Association – games begin this week

Baggataway Tournament is April 24 – 25<sup>th</sup>, 2021

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

**Patrick Patton, City Engineer,** Patrick reported the following jobs are out for bid: Ray Mellert Fitness Trail, City Hall Parking Deck Detention Basin and the annual Concrete Pavement Joint Sealing Project.

Medina City Council  
April 12, 2021

**Confirmation of Mayor's Appointments**

Charter Review Commission – Joe Nichols (Exp. 12/31/25) – *Replacing Leah Nichols*  
Historic Preservation Board – Paul Wood, Resident (Exp. 12/31/23) – *Replacing Paula Banks*

Mr. Shields moved to approve the Mayoral Appointments, seconded by Mr. Simpson. Motion Passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Notices, communications and petitions:**

None.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Jeanne Pritchard resides at 42 High Point Dr. Unit 21.

Michelle Powell resides at 456 Birch Hill and

Debra Hallock resides at 1100 North Jefferson St.

Each spoke of equity with the pool, swimming lessons and splash pads reopening for 2021. See attached RCA from Ms. Pritchard.

Dave Blackmore resides at 221 Howard Street in Medina, asked President Coyne to read the following:

As council has deemed this issue important to the welfare of the residents of the city, I feel the need to ask some questions of the council that I may have missed in my materials from past committee meetings and newspaper articles. I hope I will be granted the courtesy of a response.

1. Can council provide the data to the public that created the need for the proposed ordinance? Damage to property? injury to residents? Was there a census conducted indication overpopulation?

2. Why did a proposed ordinance, that has been in discussion for years, and started as a ban on feeding deer and wildlife, expand to include virtually any stray animal, seemingly wild or not?

3. Is the proposed ordinance not in conflict with any others section of Chapter 505, Animals and Fowl? 505.04, 505.07(a) (1), and 505.071(c) (2)

4. What is the intended goal of the proposed ordinance? Reducing the animal population? Limiting possible dangerous interactions between residents and wildlife? Is there or will there be a mechanism in place to determine the effectiveness of this ordinance if passed?

5. How is this ordinance going to be enforced, if there is not the intent to pit neighbor against neighbor?

6. I have a concern that residents that care for animals that are not wild, but are lost or abandoned will have actions taken against them by the city, when someone else, for their own reasons, turns them in. What then?

Pat Walker resides at 523 E. Friendship in Medina asked President Coyne to read the following:

Medina City Council  
April 12, 2021

Dear President Coyne:

More information has come out about the Rose Company Liberty View Project that is proposed for the land between Sully's and the Federal Courthouse on West Liberty Street. It turns out that the agreement, a ground lease, specifically provides that the apartment/commercial building may physically connect to the City's parking garage near the Medina Municipal Court. Further, the residential tenants will have reserved spaces in the City's parking garage.

That agreement, that was accepted by the Mayor and a few members of Council on behalf of the Medina City Development Corporation (commonly referred to as the "CIC") states:

**3. PARKING AGREEMENT**

Subject to approval by the City of Medina, Ohio, a designated number of reserved parking spaces will be made available in the parking structure owned by the City of Medina, Ohio located adjacent to the Leased Property [Rose Company Liberty View Project] to the residential occupants on the Leased Property. The total number of parking spaces available to the Leased Property shall be determined by the total number of residential units constructed on the Leased Property and as otherwise determined by the City of Medina, Ohio. No reserved parking spaces shall be available to commercial sub-tenants located on the Leased Property. The City of Medina, Ohio shall issue parking permits to the residential occupants on the Leased Property upon proof of residency and upon payment of a permit fee. Each City of Medina, Ohio issued parking permit shall be valid for the shorter of (i) a period of one year; or (ii) termination of the rights of the resident to occupy the Leased Property. Additionally, the Lessee shall have the right to connect to the City of Medina, Ohio owned parking structure at one or more locations, provided the Lessee shall submit plans to the City of Medina, Ohio for approval which plans shall not compromise the structural integrity of the parking structure. All connections to the parking structure approved by the City of Medina, Ohio shall be at the sole cost to the Lessee and subject to the requirements of the City of Medina, Ohio.

Further, that agreement provides that the Rose Company will only pay \$334 per month for up to 75 years to the CIC for the right to use and build on the former City-owned land. It turns out that in 2019 the City gifted to the CIC the majority of the land on which the Rose Company Liberty View Project will be built. There is no evidence that the CIC paid for the taxpayers' land that is worth hundreds of thousands of dollars.

Tonight, the City is poised to take another step to give the CIC a further parcel for the Rose Company Liberty View Project. The CIC is not a part of the City of Medina. It is a separate corporation.

Meanwhile, the City has put the Courthouse issue back on the ballot. The City wants to relocate the Medina Municipal Court to the Medina County Courthouse at a cost of at least \$5 million. I urge the voters of the City of Medina to vote "NO" in the May 4<sup>th</sup> Election. The

Medina City Council  
April 12, 2021

Municipal Court should remain where it is and this governmental waste should be stopped.

Thank you for your consideration.

---

Rita Eastwood [bbblacksheep@hotmail.com](mailto:bbblacksheep@hotmail.com) comments read by John Coyne during meeting in regards to feeding wild animals:

Lisa Hyde Cobb resides at 330 Woodland Dr., Cincinnati, Ohio. Ms. Cobb requested a proclamation from Council for the Hyde Family, and for an honorary plaque on South Broadway St. (at her expense). Ms. Cobb dropped off a booklet for Council of information on her family background. (Copy attached).

Keri Huff resides at 530 W. Mill St. proposed an ordinance for cat owners residing in apartment building to have felines spayed/neutered and microchipped.

Judi Summers works for a local rescue, Rescue Me Pawsome Style, LLC at 3454 Forest Lake Drive and commented on the Feeding Wild Animals ordinance.

**Introduction and Consideration of Ordinances and Resolutions:**

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Ord. 50-21, Ord. 51-21, Ord. 52-21, Res. 53-21, Res. 54-21, Ord. 56-21, Ord. 57-21, Res. 58-21, Res. 59-21, Ord. 60-21, Ord. 61-21, Ord. 62-21. The roll was called and the motion passed with the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose.

**Ord. 050-21:**

**An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to the Chief of Police Association Memberships.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-21, seconded by Mr. Simpson. Chief Kinney stated this ordinance will grant permission for membership in the FBI National Academy Associates. The roll was called and Ordinance/Resolution No.050-21 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 051-21:**

**An Ordinance authorizing the Mayor to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2020 community Housing Impact and Preservation Program (CHIP).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 051-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 051-21, seconded by Mr. Simpson. Mr. Mendel stated that this is \$16,000.00 that goes to a combination of 1<sup>st</sup> month rent, security deposit, and or utility deposits for income eligible households. Emergency is requested because the grant is in effect and we would like to have these funds accessible as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J.



Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 051-21 passed by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 052-21:**

**An Ordinance amending the Program and Activity Fee Structure for the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-21, seconded by Mr. Simpson. Mr. Wehrley stated this is to amend a variety of different fees and rates. Effects of Covid-19 creating private and semi-private lessons to allow for smaller group classes. The roll was called and Ordinance/Resolution No. 052-21 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Res. 053-21:**

**A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (Rock Salt).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 053-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 053-21, seconded by Mr. Simpson. Mr. Piccoli stated that ODOT sent this on March 12<sup>th</sup> and due to the turnaround time, the emergency clause is being requested. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 053-21 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Res. 054-21:**

**A Resolution authorizing the Mayor to accept a \$30,000 grant from the Ohio Environment Protection Agency (OEPA) pertaining to the Electric Vehicle Charging Stations for the City Hall Parking Deck.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 054-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 054-21, seconded by Mr. Simpson. Mr. Patton stated that EPA awarded them \$30,000.00 and that is sufficient to pay for 4 of the charging stations and that is what they are requesting to do. Emergency is requested due to them asking for our response by the end of April 2021. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 054-21 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose.

**Ord. 055-21: (first reading)**

**An Ordinance authorizing the Law Director to prepare the necessary documentation for the transfer of City Lot 9374, PPN 028-19A-21-391 containing 0.1874 acre of land to the Medina City Development Corporation (CIC).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 055-21, seconded by Mr. Simpson. Mrs. Marshall stated that this is the parcel that was created as a result of the unused portion for the construction of the parking deck and they are requesting to have transferred to the CIC for the Downtown Redevelopment Project now known as the Liberty View Project. Kimberly would like to make this request subject to the appraisal report being prepared which they are in the process of getting a quote for that as well as

the Law Director working with the Economic Development Director on a reimbursable agreement for the CIC to reimburse the city on the land. If you recall, we have the other parcel that was transferred to the CIC a couple of years ago and now this one, and then we can combine those two. Then we can enter into the lease agreement with the developer to lease the land for their project. Mr. Lamb stated to Mrs. Marshall that the CIC is a private Corporation but what is the membership. Mrs. Marshall spoke on the members and their experience stating that it is controlled by the city and the city determines what goes through the CIC and how the money is spent.

Mr. Coyne added for clarification purposes, the ground lease has not been entered into with the developer yet and the developer has no rights to use the parking deck, it is open to the public for first come first serve basis.

Mr. Rose brought up the fact that the Parking Deck and Apartment building will not be connected. Mrs. Hazeltine clarified that the city is not giving out any parking permits in the City Parking Deck for the Liberty View Development and that no parking spaces are being reserved for the Liberty View Apartments.

Mr. Simpson mentioned the once "Save the Courthouse" is now the "Stop Government Waste Committee" and he won't call them "lies", but he will refer to them as "less than truthful", in Mrs. Walker's letter that was submitted tonight for reading, the comments that were made again were less than truthful and he hopes the people that started voting on April 6<sup>th</sup> in the early voting will check the facts.

Mr. Huber stated that Mrs. Walker was correct, there was a proposed agreement for reserved parking and parking permit and was an agreement drawn together as a draft, and Mrs. Walker did request that and we provided it to her and what she is referencing was in the draft but the point is the Council and the Administration took it into consideration and decided that we are not doing to do that and Mr. Huber just wanted to make sure the record is clear.

**Ord. 056-21:**

**An Ordinance amending Section 31.02 (E) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the MCRC Part Time Pay Scale Facility Monitor temporary assignment.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 056-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 056-21, seconded by Mr. Simpson. Mr. Wehrley stated this is a temporary pay increase for two part-time employees at the rec center. Emergency clause is requested due to both the individuals have been performing these additional responsibilities since March 12<sup>th</sup>. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 056-21 passed by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 057-21:**

**An Ordinance amending Section 505.08 of the Codified Ordinances of the City of Medina, Ohio relative to Animals and Fowl – Feeding of Animals Prohibited, with the addition of a**

**New Section 505.082.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 057-21, seconded by Mr. Simpson. Mr. Lamb stated this ordinance came out of Special Legislation Committee. Bill stated this didn't germinate overnight, this was the final product of what began in 2012 when responding to concerns that were raised at neighborhood meetings that were held for the deer population. This has always been a difficult issue. Never would they want to pit neighbor against neighbor. What they tried to do was find a balance. Our city has more park land per capita than any other city in the State of Ohio. Culling the deer has always been ruled out. With the City Law Director, we worked on language that is in this ordinance that we thought gave us that balance and now we are being portrayed as people that we want to starve animals? Everyone here is trying to work to solve an issue. Bill read the ordinance word for word.

Mr. Huber stated that they had a number of different drafts through the process, even looked at other ordinances from other cities. This ordinance is very similar to the one in the City of Brunswick that has been in the books for a number of years. This is not going to solve the deer problem, it allows for us to intervene in an extreme situation, this would be a hard ordinance to try and prove in court, but what this ordinance does is allow the City to come and try to mediate and fix an extreme situation. Right now, we don't have anything that allows for the City of Medina to try to intercede if there is a problem between a property owner and another who is bringing in. Law Director Greg Huber stated that this ordinance does not prohibit a person from feeding a starving animal. This violation is not going to be in violation of Goddard's Law as much as people seem to think.

Jessica Hazeltine stated her responsibility as a Ward 1 council representative is to listen to her residents in Ward 1 and to follow up with them. The more conversations she had with ward 1 residents the more disagreements of the legislation she heard. Jess feels she can't in good conscience vote yes on this ordinance and feels it still needs some tweaking.

Mr. Simpson kind of agrees with Jess. He has received a few emails recently on feral cats. He agrees on giving the city a right to intervene if there is an extreme case. Denny feels if we could remove dogs and feral cats from the language he would be supportive of it. Bill feels that this ordinance already has an escape hatch wide open.

Mr. Shields asked if there could be another reading and not vote on it tonight.

Mr. Rose stated that Bill pointed out one thing and that is mediate and that is the key word to all of this. We are here to try and problem solve. Paul is ok with having another reading on this ordinance as well.

\*\*\*Tabled to get more information from the residents.

**Res. 058-21:**

**A Resolution approving and accepting a Capital Grant through the Ohio Department of Natural Resources (ODNR) for lighting for the East Reagan Parkway Trail Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 058-21, seconded by Mr. Simpson. Mr. Patton stated this is a grant through the ODNR to finally light up East Reagan Parkway. The roll was called and Ordinance/Resolution No. 058-21 passed by the yea votes of P. Rose, J. Shields,

D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Res. 059-21:**

**A Resolution authorizing the Mayor to execute an Economic Development (TREX) Transfer form from the Division of Liquor Control for the property located at 930 West Liberty Street.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 059-21, seconded by Mr. Simpson. Mrs. Marshall stated the emergency is needed as it has taken a couple of months for their legal team to locate and negotiate the terms of the purchase to acquire this permit. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 059-21, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 059-21 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 060-21:**

**An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments to 2021 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 060-21, seconded by Mr. Simpson. Mr. Dirham stated these are two amendments they are both from the Police Department they are pass throughs where we received money and we need an appropriation to be allowed to spend the money. The roll was called and Ordinance/Resolution No. 060-21 passed by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 061-21:**

**An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments to 2021 Budget 2020 Carryforward)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 061-21, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 061-21 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 062-21:**

**An Ordinance authorizing the Mayor to enter into an agreement with USI Insurance Services, LLC for the City's Cyber Security Liability Insurance for the period of April 13, 2021 through April 1, 2022.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 062-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 062-21, seconded by Mr. Simpson. Mayor stated the cyber security for the city has expired on April 1<sup>st</sup> and we signed a binder that we could authorize from April 1<sup>st</sup> to April 13<sup>th</sup>. This is a 91% increase over last year. Emergency clause is needed so the Mayor can sign the papers by tomorrow in order to keep the policy in place. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 062-21 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Council Comments:**

Mr. Simpson stated for everyone to just please be kind to one another.

Mr. Rose suggested taking a look at a Facebook page called “Save the Courthouse” with that there has been a lot of comments that he has been trying to answer but he is not getting all of them for some reason. People on there are saying that our meetings are not publicly advertised well enough. You can find them in the Gazette and on our City Website and on our Facebook page. There are just boldfaced lies on this page. Pat Walker knew when she had John Coyne read her statement that it was a draft, she is aware that there couldn't be an executed lease agreement until we passed the replat of the land, she knows this as a lawyer. We as a city need to put these people in their place and vote YES on Issue 1. We passed an ordinance tonight to re-appropriate money that we didn't spend last year \$12 million dollars – That's good financial management, we are not wasting anything. Mr. Rose stated he is appalled that these people are doing this by spreading lies and misconceptions of what we are doing here. It's clear that one person is behind this because she wants her own courthouse. Paul spoke of the TIF and how we will ALL benefit from it. Please vote YES on Issue 1.

Mr. Coyne stated he also supports Issue 1. He has been on council for 23 years or more and is sure the department heads feel he is a little fiscally conservative, he doesn't like to spend any money. We aren't wasting money; the city is really trying to use and spend the tax payer's dollars wisely. He also mentioned our first budget meeting is this Wednesday if anyone wants to join us and see what we do.

Mr. Lamb stated that Issue 1 is a confusing issue, and simply vote YES on Issue 1 is the message, and Paul stated it well. Let's win this, move the court, save the city money not only short term but long term.

Mr. Lamb also spoke of Bob Hyde and him being a local treasure. Definitely check out his App. It's important to remember the people that have played these key roles.

Jessica Hazeltine stated the Save the Courthouse Group is getting you to think about other issues that have nothing to do with Issue 1, they are distracting you while they go around and work their own agenda.

Jessica spoke of the trees that were planted at the McDowell – Phillips House. She also congratulated Cups Café who recently had their grand reopening after their big remodel. It looks fabulous in there and was all done with privately donated funds. National Design Mart donated all the counter tops.

There being no further business, the meeting adjourned at 9:40 p.m.

---

Kathy Patton, CMC - Clerk of Council

---

John M. Coyne, President of Council

**ORDINANCE NO. 55-21**

**AN ORDINANCE AUTHORIZING THE LAW DIRECTOR TO PREPARE THE NECESSARY DOCUMENTATION FOR THE TRANSFER OF CITY LOT 9374, PPN 028-19A-21-391 CONTAINING 0.1874 ACRE OF LAND TO THE MEDINA CITY DEVELOPMENT CORPORATION (CIC).**

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

**SEC. 1:** That the Law Director be and he is hereby authorized and directed to prepare and the Mayor to execute any and all documents necessary to complete the transfer of City Lot 9374 containing 0.1874 Acre of land to the Medina City Development Corporation to redevelop the site.

**SEC. 2:** A copy of the Legal Description is marked Exhibit A and a copy of the Replat is marked Exhibit B, attached hereto and incorporated herein.

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

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

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

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

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

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

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

ORD 55-21  
Exh. A



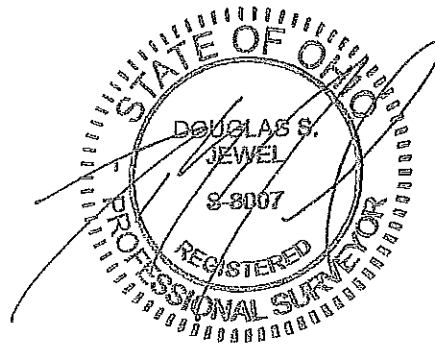
# Cunningham & Associates, Inc.

Civil Engineering & Surveying  
203 W. Liberty St., Medina, Oh 44256  
Phone: (330) 725-5980 \* Fax (330) 725-8019

Legal Description for MCL 9374  
Project No. 15-133  
January 6, 2021

Situated in the City of Medina, County of Medina, State of Ohio and being known the whole of Medina City Lot 9374, as shown by plat as recorded in Document No 2021PL 2021PL000016 of Medina County Recorder's Records, containing 0.1874 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in January 2021.

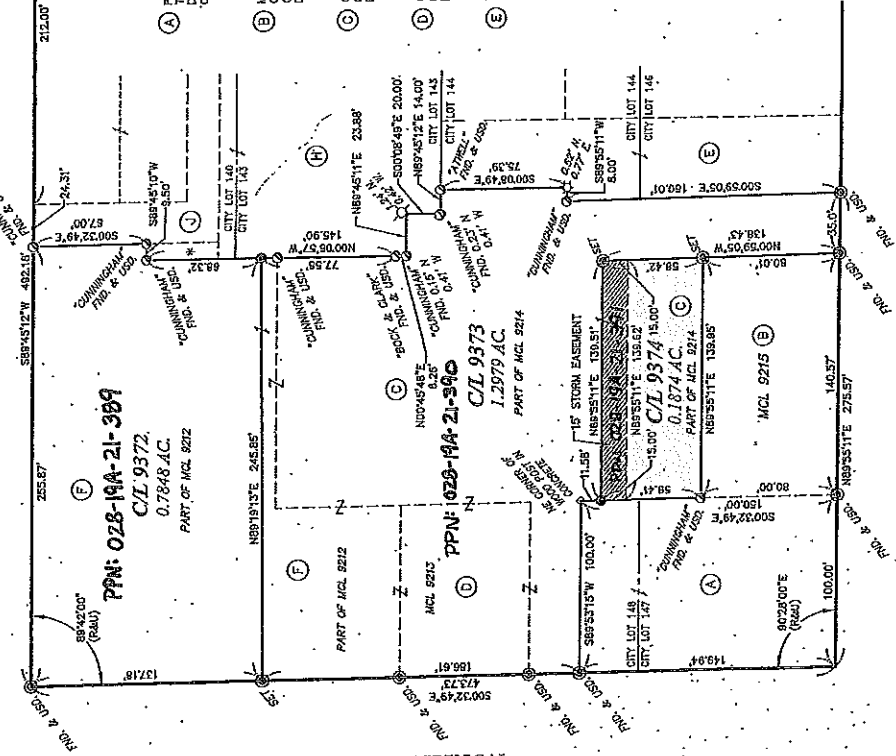


Case: 11-21

# REPLAT OF MEDINA CITY LOTS 9212 THROUGH 9214

CREATING MEDINA CITY LOTS 9372 THROUGH 9374  
BEING A REPLAT OF THE WHOLE OF CITY LOTS 9212 THROUGH 9214  
AS SHOWN BY PLAT RECORDED IN DOCUMENT 2018PL000044 OF  
MEDINA COUNTY RECORDS  
IN THE CITY OF MEDINA, COUNTY OF MEDINA, AND STATE OF OHIO

DRILL HOLE FOUND



- LEGEND:**
- - IRON PIN FOUND W/CAP
  - ☆ - RAILROAD SPIKE FOUND
  - ✕ - 3" IRON PIPE FOUND
  - ⊙ - 5/8" IRON PIN SET W/CHP
  - ⊕ - DRILL HOLE WITH MAG NAIL
  - - WOOD POST IN CONCRETE
  - - FOUND
  - - - - - MEASURED
  - --- --- RECORDED
  - --- --- USED
- REFERENCES:**
- MEDINA COUNTY RECORDS
  - DOC. NO. 2018PL000039
  - PLAT VOLUME 21, PG. 115A
  - DOC. NO. 2018PL000044
  - DEEDS AND PLATS AS SHOWN

## ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF MEDINA, BY DENNIS HANWELL, MAYOR, OWNER OF THE LANDS SUBMITTED TO THE SUPERVISOR HEREBY ACKNOWLEDGE THIS PLAT AND SUBMISSION TO BE MY FREE ACT AND DEED AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE STREETS AS SHOWN HEREON AND DO HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT MEDINA, OHIO THIS 21ST DAY OF FEBRUARY 2021.

*Dennis Hanwell*  
DENNIS HANWELL, MAYOR  
STATE OF OHIO  
DATE: 02/21/2021

BEFORE ME A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE OF OHIO, I HAVE PERSONALLY APPEARED THE ABOVE NAMED DENNIS HANWELL AND HE HAS ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT MEDINA, OHIO THIS 21ST DAY OF FEBRUARY 2021.



## APPROVALS:

THIS PLAT WAS DULY ACCEPTED BY ORDINANCE NO. 11-21 OF MEDINA CITY COUNCIL AT A REGULAR MEETING HELD ON THE 25th DAY OF JANUARY 2021.

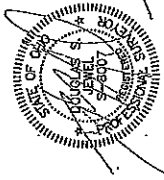
*Michael J. Gault*  
PRESIDENT OF COUNCIL  
APPROVED FOR TRANSFER THIS 21st DAY OF FEBRUARY 2021.

*Richard A. Harbital*  
TAX MAP DESIGNER  
RECEIVED FOR TRANSFER THIS 10th DAY OF MARCH 2021.

*Mike Kusch*  
MEDINA COUNTY AUDITOR  
RECEIVED AND RECORDED THIS 10th DAY OF MARCH 2021 AT 11:55 A.M.

*Stephanie J. Gault*  
MEDINA COUNTY SUPERVISOR  
RECORDED IN PLAT DOCUMENT NO. 2021PL000044  
FEE: \$13.50

**CERTIFICATION:**  
I HEREBY CERTIFY THIS DRAWING TO BE OF A SURVEY MADE BY ME AND/OR UNDER MY DIRECT SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.  
DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.



DOUGLAS S. JEWELL, PROFESSIONAL SURVEYOR S-9007  
DATE: 05 January 2021

199 3/9/2021

CUNNINGHAM & ASSOCIATES, INC.  
CIVIL ENGINEERING and SURVEYING  
303 W. LIBERTY ST. MEDINA, OHIO 44130 330-775-5590  
COUNTY OF MEDINA  
STATE OF OHIO  
LOCATED IN  
PLAT OF MEDINA CL 9212 THROUGH 9214

CITY: MEDINA  
TOWNSHIP: MEDINA  
TRACT: LOT 9212 THRU CL 9215  
PROP OWNER: CITY OF MEDINA  
DRAWN BY: J.A.F.  
DATE: 12/22/2020  
CHECKED BY: J.A.F.  
SUBMITTED BY: J.A.F.  
PROJECT NO.: 15-23  
SCALE: 1"=40'  
SHEET NO.: 1/1  
MCL 9212-143 REPLAT 10



**RESOLUTION NO. 63-21**

**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE MEDINA COUNTY DRUG ABUSE COMMISSION (MCDAC) FOR THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the Medina County Drug Abuse Commission (MCDAC) for the Police 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:** 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. 4:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the application deadline is May 3, 2021; wherefore, this Resolution 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**

**ORDINANCE NO. 64-21**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2022 F-600 CAB AND CHASSIS, AND ONE (1) 2021 F-150 FOUR WHEEL DRIVE TRUCK FROM MONTROSE FORD FOR THE WATER 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) 2022 F-600 4X2 2 Wheel Drive Cab and Chassis with a nine (9) foot stainless steel Dump Body mounted on the same in the amount of \$68,500.00, and additionally one (1) 2021 F-150 Series Four Wheel Drive regular cab truck in the amount of \$27,000.00 through the Community University & Education (C.U.E.) Purchasing Association and Montrose Ford, is hereby authorized for the Water Department.

**SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 3:** That the funds to cover these purchases, in the amount of \$95,500.00, are available in Account No. 513-0533-54417.

**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. 65-21**

**AN ORDINANCE AUTHORIZING THE HIRING OF OHM ADVISORS FOR ASSISTANCE IN THE PREPARATION OF AN UPDATE TO THE MEDINA CITY COMPREHENSIVE PLAN.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to hire OHM Advisors for assistance in the preparation of an update to the Medina City Comprehensive Plan.
- SEC. 2:** That a copy of the Proposal for Professional Services and costs associated with the project is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in an amount not-to-exceed \$85,000.00, are available in Account No. 001-0410-52215.
- 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**



ARCHITECTS. ENGINEERS. PLANNERS.

March 24, 2021

Jonathan Mendel  
Community Development Director  
City of Medina  
132 North Elmwood Avenue, P.O. Box 703  
Medina, OH 44258-0703

RE: Proposal for Professional Services  
City of Medina Comprehensive Plan

Dear Jonathan:

Thank you for the opportunity to provide you with a proposal to provide professional services to The City of Medina for the Comprehensive Plan update. Our team is excited to work with you, other City Staff and the Medina community and stakeholders on this important project. We have prepared this letter proposal based on the information provided in our response to the request for proposals. The following scope of services outlines the scope of services we will provide as part of this project.

**Scope of Services**

See Exhibit A

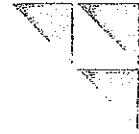
**Schedule**

Upon acceptance of this proposal, OHM Advisors will add this project into the studio schedule. We will begin the scope of work within seven (7) days of receiving a signed authorization to proceed. All other work shall follow the scheduled indicated in the scope of services. The project will be completed within 10 months of the authorization to proceed date.

**Compensation**

OHM Advisors will provide the proposed scope of services as outlined in Exhibit A in accordance with the following fee schedule. Our professional services will be performed on lump sum fee of \$79,650 to be billed monthly on a percent complete basis. Reimbursable fees will be billed on an hourly basis not to exceed \$1,500. These will be invoiced per the Standard Terms and Conditions. These services or fees will only be billed should the project require them.

Phase/Task	Cost
Phase One: Investigate	\$10,530
Phase Two: Inform	\$12,150
Phase Three: Engage the Community	\$12,960
Phase Four: Develop the Plan	\$27,540
Phase Five: Finalize, Inspire, & Implement	\$16,470
Reimbursables Expenses	\$1,500
<b>Total All Phases (with reimbursable expenses)</b>	<b>\$81,150</b>



Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with The City of Medina prior to commencing services.
2. The cost associated with each phase assumes authorization and execution of all the tasks within each phase.
3. "Lump Sum" fees, as proposed, shall be invoiced at the exact number shown.
4. Items under the Additional Services Task will only be performed if agreed upon with The City of Medina and prior written authorization is provided by The City of Medina.

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▼ The OHM Team will be led by Aaron Domini (Principal) and Arthur Schmidt (Project Manager).
- ▼ The Client, City of Medina, will be led by Jonathan Mendel or an appointed staff member or representative.
- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with The City of Medina. OHM Advisors will not proceed with additional services without written authorization to proceed from The City of Medina.
- ▼ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with City of Medina.
- ▼ FORCE MAJEURE: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

Authorization and Acceptance

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Medina and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.474.1114 with any questions or for additional information.

Sincerely,  
OHM Advisors

Acceptance  
City of Medina

\_\_\_\_\_  
Aaron Domini, Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Mendel,  
Community Development Director

\_\_\_\_\_  
Date

Attachments: Exhibit A – Scope of Services  
Exhibit B – Standard Terms and Conditions  
Exhibit C – Standard Rate Schedule

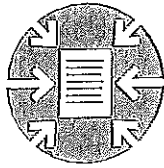
Our Approach

# Project Approach

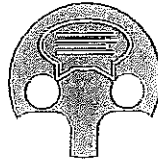
The following approach was designed to achieve the objectives outlined in the RFP. The proposed approach is organized into five phases outlined below.



PHASE 1:  
INVESTIGATE



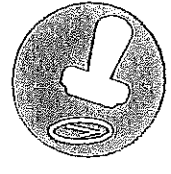
PHASE 2:  
INFORM



PHASE 3:  
ENGAGE THE  
COMMUNITY



PHASE 4:  
DEVELOP THE PLAN



PHASE 5:  
FINALIZE, INSPIRE,  
& IMPLEMENT



## PHASE 1: INVESTIGATE

### Task 1.1 – Project Kick-off

OHM will host a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and member list, and establish the finalized logistics and schedules for the project.

### Task 1.2 – Develop Project Website

As part of this task, OHM will develop a project website which is either separate or associated with the City website. The website will serve as the central hub of information and social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates.

### Task 1.3 – Assemble Project Data

As part of this task, the planning team will collect and assemble data to create base maps of the City of Medina. This step will utilize data provided by Medina, and various local and state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.

### Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future

conditions of the City. This will include, but is not limited to, zoning district maps, development policies, corridor studies, historic design guidelines, and the existing 2007 Comprehensive Plan.

### Task 1.5 – Steering Committee Meeting 1

OHM will host steering committee meeting 1 to orient the committee to the project, the work plan, and schedule. The meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead the group through a series of activities to help identify key issues and opportunities, identify focus areas, and agree upon the project goals and objectives which will guide the team throughout the process. The meeting will be held in accordance to state and local health guidelines related to COVID, either by conducting the meeting through a virtual platform or in an appropriate space.

.....  
**Meetings:**

- Project Kickoff Client Meeting 1
- Steering Committee Meeting 1

**Time frame:**

- Month 1-2

**Deliverables:**

- Work plan outline
- Project goals and objectives

## Our Approach



### PHASE 2: INFORM

#### Task 2.1 – Existing Conditions Analysis

During this task, the consultant team will evaluate the existing conditions in the city, building off the data and feedback already collected and assembled by the project team. The outcomes of this task will be critical to the overall development of the Plan as it will create the foundation to develop specific concepts and recommendations that are balanced and informed by thorough technical analysis. The team will examine: demographics, local economy, zoning, current land uses, historic districts/areas, transportation, trails, parks and open spaces, and natural and cultural areas.

#### Task 2.2 – Driving Tour with Client Team

OHM, with the client team, will conduct a driving/walking tour of key areas within the city. The purpose of the driving/walking tour is to develop a clearer understanding of the identify issues and opportunities in the city, specifically focus areas, priority projects and/or target development sites which were discussed in the previous steering committee meeting.

.....  
**Meetings:**

- Area Tour w/ Client Team

**Time frame:**

- Month 1-3

**Deliverables:**

- Existing Conditions Analysis Memorandum
- Charrette/Public Meeting work plan for upcoming phase



### PHASE 3: ENGAGE THE COMMUNITY

#### Task 3.1 – Virtual Design Charrette

In this task, OHM will facilitate an interactive design charrette with members of the steering committee, stakeholders, and community members. The charrette will include a variety of exercises and activities to generate ideas and initiate dialogue on the future conditions of Medina. The exercises and activities will cover land use strategies, development principles, zoning, infrastructure, open spaces, focus areas and more. The results of the charrette will be documented and used in later tasks for the Plan development. The charrette will be virtual, utilizing a platform which will allow for large and small group activities and discussions, and also allow for users to annotate on the screen.

The youth in Medina are the future of the community and as such should be engaged as part of the planning process to understand their perspective. As the steering committee, stakeholders, and members of the community, so too should the youth of Medina in an effort to integrate their perspective into the long term vision of the City. Our team will work with the Medina School District to invite students to take part in the design charrette where we will host specific bias about topics and go through some similar activities and exercises to gather their perspective.

#### Task 3.2 – Community Survey & Pop-Up Surveys

For this task, OHM will develop an interactive survey to gather feedback and insights from the larger community. This survey will be hosted on the project website and remain open for an agreed upon time. In addition to the website survey, the team will take key questions from the survey and create large formatted boards which can be strategically placed in locations throughout Medina which remain open and active. This will not only help to promote the planning process, but capture voices that may not typically be heard.

#### Task 3.3 – Steering Committee Meeting 2

The purpose of this meeting is to translate the results from the first two phases and the first two tasks of phase three into a draft plan framework. OHM will present the results of the design charrette and survey to the committee for discussion. Once the goals are established, OHM will work with the committee to create a list of draft development principles.

**B. UNDERSTANDING & IMPLEMENTATION**

**Our Approach**

---

The principles are statements of intent that describe the desired outcome of future growth and development in the City. The goals, principles, and land use plan will be used to shape the Plan framework, and should be utilized to evaluate the compatibility of future projects, programs, policies, and developments.

.....  
**Meetings:**

- Virtual Design Charrette
- Steering Committee Meeting 2

**Time frame:**

- Month 3-5

**Deliverables:**

- Community Survey
- Pop-Up Survey Boards (x3)
- Comprehensive Plan Framework
- Draft development principles



**PHASE 4: DEVELOP THE PLAN**

---

**Task 4.1 – Create the Vision and Overall Land Use Plan Strategies**

During this task, the consultant team will create a series of statements with supporting graphics that defines the overall plan and vision for Medina. This step will not be a traditional visioning statement, but rather a synopsis of all the city’s existing conditions analysis, key findings from the market assessment/analysis and stakeholder/public outreach. The purpose of this step is to set the tone for the future land use map and outline the location of the focus areas sites, what future investors are “buying” into, and the expectations for type and quality of future development.

Further, it will accomplish the following as a component of the final plan and market elements:

**GUIDE** the community evaluating proposed public, private, or public/private projects in the various study areas.

**INFORM** and guide property owners and potential investors as to what is desired and likely to be approved.

**MEASURE** progress and effectiveness in the development and redevelopment of the target development sites to ensure projects have synergistic qualities that strengthen the City of Medina.

**Task 4.2 - Focus Area Concepts**

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus area sites identified in the previous tasks. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

**Task 4.3 – Prepare Draft Plan**

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. The plan will include a series of maps, plans, and illustrations which translate the goals, objectives and development principles into an overall vision. The components will be conceptual, but highly graphic to help communicate and envision the future of the City.

**Task 4.4 - Steering Committee Meeting 3**

During this meeting, OHM will go over the focus area concepts and initial draft plan with the steering committee. The committee will be engaged in activities to provide additional feedback and refinement. The team will also discuss and layout the last phase of the planning process, including the virtual public open house.

.....  
**Meetings:**

- Steering Committee Meeting 3

**Time frame:**

- Month 5-7

**Deliverables:**

- Focus Area Concept Plan
- Draft Comprehensive Plan



## Our Approach

---



### PHASE 5: FINALIZE, INSPIRE, & IMPLEMENT

---

#### **Task 5.1 – Virtual Public Open House**

OHM will facilitate and host a virtual public open house to unveil the Draft Comprehensive Plan to the community at-large. The session will begin with an overall presentation of the plan components and recommendations, followed by a session of smaller breakout rooms where community members and stakeholders can participate by providing their feedback and ask questions. This virtual open house can be simulcast through social media outlets and will also be recorded and posted on the project website. This allows individuals who were unable to participate in the live session the ability to view the presentation and hear some of the feedback. Those individuals will also be able to submit their comments and questions.

#### **Task 5.2 – Steering Committee Meeting 4 - Plan for Implementation**

During this meeting, OHM will present and review the updated draft Comprehensive Plan and begin to identify and outline actions steps and implementation strategies for both short, medium, and long-term time frames. The implementation strategy will be part of the final Plan, and include timeframe/prioritization of the recommendations, and identify parties responsible for implementing specific elements of the Plan. This part of the Plan will become the blueprint for the City and help to aide future decision making processes.

#### **Task 5.3 – Final Plan Development**

During this task OHM will finalize the Comprehensive Plan. We anticipate the final plan including the following:

- Executive Summary
- Community Vision (Statement of Purpose)
- Overview of the Planning Process
- Plan Framework
- Existing Conditions Analysis
- Public Engagement Summary
- Future Land Use Map
- Parks & Open Space
- Transportation/Mobility (motorized and non-motorized)
- Focus Area Plan/Target Redevelopment Sites
- Implementation Matrix and Funding Plan

#### **Task 5.4 - Final Plan Review**

The final Comprehensive Plan will be submitted to the steering committee for their final review and comments. OHM will make any final changes and updates, before finalizing the comprehensive plan for adoption.

#### **Task 5.5 - City Meeting/Plan Adoption**

OHM will submit and present the final Comprehensive Plan to City Council and City Planning Commissions. OHM will provide both hard copies (10 in PDF) and a digital copy of the comprehensive plan, and all physical and electronic materials prepared during the planning process, provided in the appropriate format.

.....  
**Meetings:**

- Virtual Public Open House
- Steering Committee Meeting 4
- Planning Commission Meeting
- City Council Meeting

**Time frame:**

- Month 8-10

**Deliverables:**

- Materials for the Virtual Public Open House
- Final Comprehensive Plan (10 hard copy PDFs and a digital copy)

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



## Exhibit C

### OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.  
2021 Public Rates

**ORDINANCE NO. 66-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF LEASE WITH PEACEWORKS, INC. FOR THE PROPERTY AT 406 S. BROADWAY STREET.**

**WHEREAS:** Ordinance No. 76-14, passed May 12, 2014 authorized the Mayor to enter into a Lease Agreement with Peaceworks, Inc. for the property at 406 S. Broadway Street.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Memorandum of Lease Agreement with Peaceworks, Inc. for the property at 406 S. Broadway Street, City Lot 1064, Permanent Parcel No. 028-19D-01-117.

**SEC. 2:** That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.

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

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

**Clerk of Council**

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

**Mayor**



ORD. 66-21  
Exh.

February 12, 2021

City of Medina  
Attn: Mayor Dennis Hanwell/Law Director Greg Huber  
132 North Elmwood Avenue,  
Medina, OH 44256

Dear Messrs. Hanwell and Huber,

Please accept this letter of request for Peaceworks Inc. to enter two additional five (5) year options for the existing Lease at 406 South Broadway Street, Medina, Ohio 44256.

As you are both aware, the original lease began June 12<sup>th</sup>, 2014 for a term of five (5) years ending June 12<sup>th</sup>, 2019. The original five (5) year option will end June 12<sup>th</sup>, 2024. Peaceworks Inc is requesting two options totaling ten (10) years ending June 12<sup>th</sup>, 2034.

Please don't hesitate to contact me if you need any further information or assistance with this matter. My contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "David Clardy".

David Clardy  
President, Peaceworks Inc.  
330-421-6837  
dclardy@ifpeace.com

ORD. 66-21  
Exh. A

MEMORANDUM OF LEASE

This Memorandum of Lease is made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, between the **CITY OF MEDINA**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor" and **PEACEWORKS, INC.**, an Ohio non-profit corporation, 689 West Liberty Street, Suite 7, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

For and in consideration of mutual covenants and agreements and of other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Lessor, the Lessor hereby demises to the Lessee and the Lessee hereby leases from the Lessor upon and subject to covenants and agreements set forth in a certain agreement between the Lessor and the Lessee bearing even date herewith, hereinafter called "Lease Agreement," the first floor, second floor, basement and the immediate surrounding area of the residence building located at 406 South Broadway Street in the City of Medina, County of Medina, and State of Ohio, the full legal description of which is set forth on Exhibit A.

To have to hold the same for a period of five (5) full years from the \_\_\_\_ day of \_\_\_\_\_, 2021, unless sooner terminated under the conditions set forth in the Lease Agreement. For said consideration, the Lessor has granted and hereby does grant unto the Lessee the right and option to extend said term to and including one (1) additional term of five (5) years commencing on the expiration of the original term hereof, all in the manner and upon the covenants and agreements set forth in the Lease Agreement.

(The balance of this page is left blank; signature page to follow)

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

Lessor:

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

By: \_\_\_\_\_  
DENNIS HANWELL  
Its Mayor

Lessee:

**PEACEWORKS, INC.  
an Ohio Non-profit Corporation**

By: \_\_\_\_\_  
DAVID G. CLARDY  
Its President

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **CITY OF MEDINA**, an Ohio municipal corporation, by **DENNIS HANWELL, its Mayor**, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said City and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Medina, Ohio.

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **PEACEWORKS, INC.**, an Ohio non-profit corporation, by **DAVID G. CLARDY**, its President, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said corporation and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Medina, Ohio.

---

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Michael L. Laribee, Attorney at Law  
LARIBEE & HERTRICK, LLP  
325 North Broadway Street  
Medina, OH 44256  
(330) 725-0531

## EXHIBIT A

Situated in the City of Medina, County of Medina and State of Ohio: Known as being the south part of Lot No. 1064 (formerly Lot No. 64 on the Montville Township side of the City of Medina) and bounded and described as follows: On the North by the South line of the right-of-way of The Northern Ohio Railroad Company, now known and called the Wheeling and Lake Erie Railway; thence on the East by the East line of said Lot No. 1064, on the South by the South line of said Lot No. 1064, said South line being 367.3 feet in length, East and West, and on the West by the West line of said Lot, being the East line of South Broadway Street. **EXCEPTING THEREFROM:** Situated in the City of Medina, County of Medina, State of Ohio, T-3N, R-14W, and in Medina City Lot 1064, and being part of a 0.3778 hectare (0.9336 acre) parcel conveyed to Washington Properties, Inc. by Official Record Volume 1285, Page 633, dated June 17, 1997, and bounded and described as follows:

Commencing for reference at a point in State Route 57 (South Broadway Street) at the intersection with Wadsworth Road/Lafayette Road, being centerline Station 15+941.559, thence N 00° 41' 49" E along the centerline of right of way of State Route 57 for a record distance of 100.746 m (330.53') to a point at centerline Station 16+042.305, thence S 89° 18' 11" E for a distance of 9.144 m (30.00') to an iron pin set on the easterly existing right of way line of State Route 57 at Station 16+042.305, 9.144 m (30.00') right of centerline of Right of Way of State Route 57, also being the Principle Point of Beginning for the parcel described herein:

1. thence N 00° 41' 49" E for a distance of 14.519 m (47.63') to an iron pin set on the Owner's northerly property line at Station 16+056.824, 9.144 m (30.00') right of centerline of Right of Way of State Route 57;
2. thence along said northerly property line S 76° 44' 16" E for a distance of 13.171 m (43.21') to an iron pin set at Station 16+053.958, 22.000 m (72.18') right of centerline of Right of Way of State Route 57;
3. thence S 00° 41' 49" W for a distance of 6.219 m (20.40') to an iron pin set at Station 16+047.739, 22.000 m (72.18') right of centerline of Right of Way of State Route 57;
4. thence S 67° 47' 12" W for a distance of 13.957 m (45.79') to the Point of Beginning.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19D-01-022 and contains a gross take of 0.0133 hectares (0.0329 acres).

This description was prepared by Polytech, Inc. and reviewed on July 18, 2000, by George A. Hofmann, Registered Surveyor No. 6752.

This description was prepared based on a survey made by George A. Hofmann, P.S. 6752, for the Ohio Department of Transportation, District Three, in 1997 and 2000.

The iron pins set are 19 mm (3/4 inch) diameter rebars, 762 mm (30 inches) in length topped with a 38 mm (1-1/2 inch) diameter aluminum identification cap marked "ODOT R/W, George A. Hofmann, P.S. 6752".

The bearings referred to herein are based on an assumed meridian and are for the purposes of indicating angular measurement only.

The stations referred to herein are from the centerline right of way of State Route 57 as found on DOT right of way plan MED-57-16.029(9.96).

Prior Instrument Reference: Official Record Volume 1285, Page 633.

The above described 0.0133 hectares (0.0329 acres), more or less, of which the present road occupies 0.000 hectares (0.000 acres), more or less.

Permanent Parcel No. 028-19D-01-117 (406 South Broadway Street, Medina, OH 44256)

**ORDINANCE NO. 67-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE SPRING GROVE STREET BRIDGE REPLACEMENT PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized to accept two (2) Easements necessary for the Spring Grove Street Bridge Replacement Project.

**SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 251-267 Spring Grove Street, Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240.

**SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 250 Spring Grove Street, Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477.

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

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

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

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

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

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

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

**Effective date –**

Ord. 6721  
Exh. A

**Storm Sewer and Drainage Easement**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of (THREE THOUSAND SIX HUNDRED SIXTY EIGHT and 44/100) Dollars (\$3,668.44) and other good and valuable consideration recited herein given to SPRING GROVE PROPERTIES, LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 240 and part of lands conveyed to Spring Grove Properties, LLC by deed dated August 12, 2010 as recorded in Document No. 2010OR015544 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of said lands of Spring Grove Properties, LLC, also being the intersection of the Southern Right-of-Way of East North Street with the Western Right-of-Way of Spring Grove Street;

Thence along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 38.09 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the easement area herein described;

Thence continuing along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 98.50 feet to a point thereon;

Thence at a right angle and perpendicular to the Western Right-of-Way of Spring Grove Street, bearing North 89°15'51" West, a distance of 10.00 feet to a point;

Thence, bearing North 19°15'16" West, a distance of 60.50 feet to a point;

Thence, bearing North 21°22'15" East, a distance of 44.50 feet to a point;

Thence perpendicular to the Western Right-of-Way of Spring Grove Street, bearing South 89°15'51" East, a distance of 15.00 feet to a point on the Western Right-of-Way of Spring Grove Street and the **TRUE PLACE OF BEGINNING** containing 0.0484 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 2020.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE, STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 251-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed storm sewer and appurtenances, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances and rock channel protection; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 251-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1 day of April, 2021.

Grantor:

Signature: William Panchak

Print Name: WILLIAM PANCHAK

Title: MEMBER

Company: Spring Grove Properties, LLC

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, William Panchak, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 1<sup>st</sup> day of April, 2021.

Notary Signature: [Signature]

Print Name: Thom Fleming

My Commission Expires: 9.3.25

Notary Seal:



THOM L. FLEMING JR.  
Notary Public, State of Ohio  
My Comm. Expires Sept. 03, 2025

This instrument was prepared by:  
Gregory Huber, Law Director  
City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44256

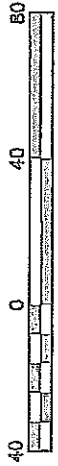
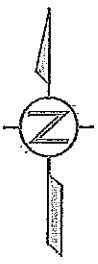
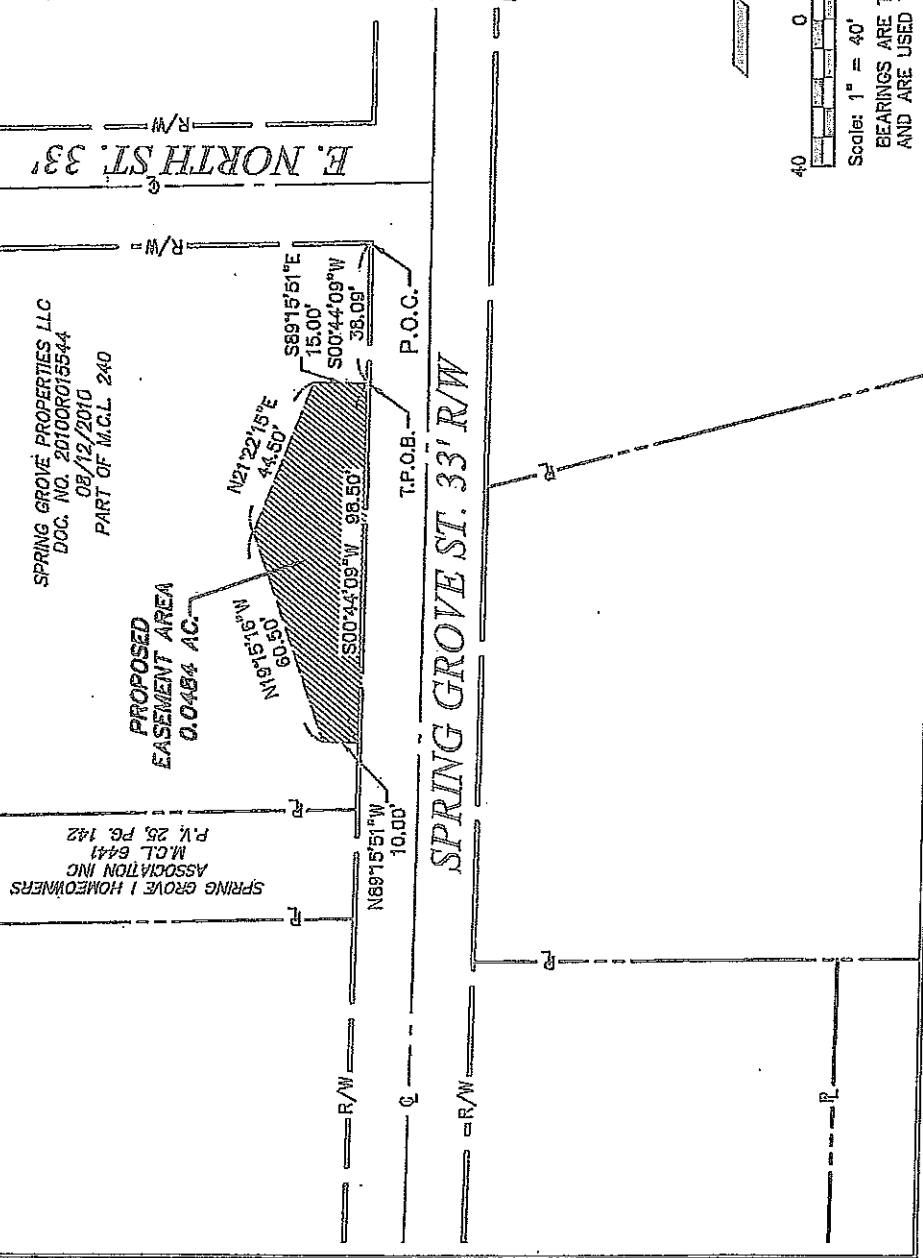
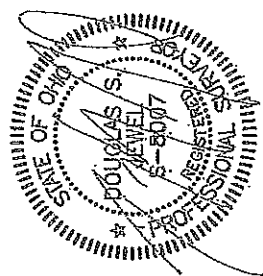
**CUNNINGHAM & ASSOCIATES, INC.**  
 CIVIL ENGINEERING AND SURVEYING  
 203 W. LIBERTY ST., MEDINA, OHIO 44256 359-721-3990

LOCATED IN:  
**CITY OF MEDINA**  
**COUNTY OF MEDINA**  
**STATE OF OHIO**

DATE: 12/12/2010  
 DATE: 02/09/2021  
 PROJECT NO. 20-110  
 ACAD FILE NO. A6.120-110-0007  
 SHEET NO. 1/3

**EXHIBIT B**

SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 240



Scale: 1" = 40'  
 BEARINGS ARE TO AN ASSUMED MERIDIAN  
 AND ARE USED TO DENOTE ANGLES ONLY.

SPRING GROVE PROPERTIES LLC  
 DOC. NO. 20100015544  
 08/12/2010  
 PART OF M.C.L. 240

SPRING GROVE I HOMEOWNERS  
 M.C.L. 6441  
 P.V. 25 Pg. 1&2

**PROPOSED  
 EASEMENT AREA  
 0.0484 AC.**

**SPRING GROVE ST. 33' R/W**

**E. NORTH ST. 33'**

Ord 67-21  
Exh. B

Sidewalk, Water Main, Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE THOUSAND FIVE HUNDRED ONE and 70/100) Dollars (\$3,501.70.) and other good and valuable consideration recited herein given to KUBASTA HOLDING COMPANY, LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sidewalk, water main, storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SIDEWALK; PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES: WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 3477 as shown on plat recorded in Plat Volume 17, Page 142 of the Medina County Recorder's Records and part of lands conveyed to Kubasta Holding Company, LLC by deed dated January 17, 2003 as recorded in Document 2003OR002891 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING of the easement area herein described;

Thence along the Northern line of said lands of Kubasta Holding Company, LLC and said MCL 3477, bearing North 75°33'54" East, a distance of 38.69 feet to a point thereon;

Thence bearing South 03°35'31" West, a distance of 38.50 feet to a point;

Thence, bearing South 51°57'05" West, a distance of 18.00 feet to a point;

Thence, bearing South 28°09'44" West, a distance of 49.82 feet to a point on the Western line of aforesaid lands of Kubasta Holding Company, LLC and aforesaid MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street;

Thence along the Western line of said lands of Kubasta Holding Company, LLC and said MCL 3477, also the Eastern Right-of-Way of Spring Grove Street, bearing North 00°44'09" East, a distance of 84.60 feet to the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING containing 0.0462 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 2020.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.



As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE; STORM SEWER AND APPURTENANCES; WATER MAIN AND APPURTENANCES.
2. Grantee shall repair any and all damage arising from the installation of a SIDEWALK AND APPURTENANCES. Grantee shall replace any portion of the SIDEWALK AND APPURTENANCES which may become defective for a period of twenty-four (24) months from the time of the original installation.
3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

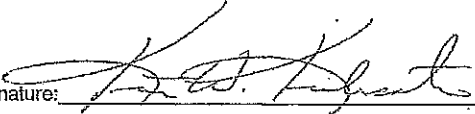
1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Upon completion of the twenty-four (24) month warranty period the Grantor will maintain the sidewalk and appurtenances per the City of Medina Codified Ordinance.
3. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed water main, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete walk and to replace it with concrete in the same location; to remove a portion of the existing concrete drive apron and to replace it with concrete in the same location; to install a new water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
4. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 6<sup>TH</sup> day of APRIL, 2021.

Grantor:

Signature: 

Print Name: KENT W. KUBASTA

Title: OWNER

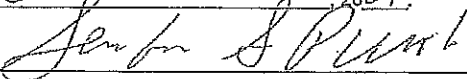
Company: Kubasta Holding Company, LLC

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kent W. Kubasta <sup>Kubasta Holding Company LLC</sup>, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 6<sup>TH</sup> day of APRIL, 2021.

Notary Signature: 

Print Name: Sabrina S. Picari

My Commission Expires: OCTOBER 26, 2024

Notary Seal:

This instrument was prepared by:

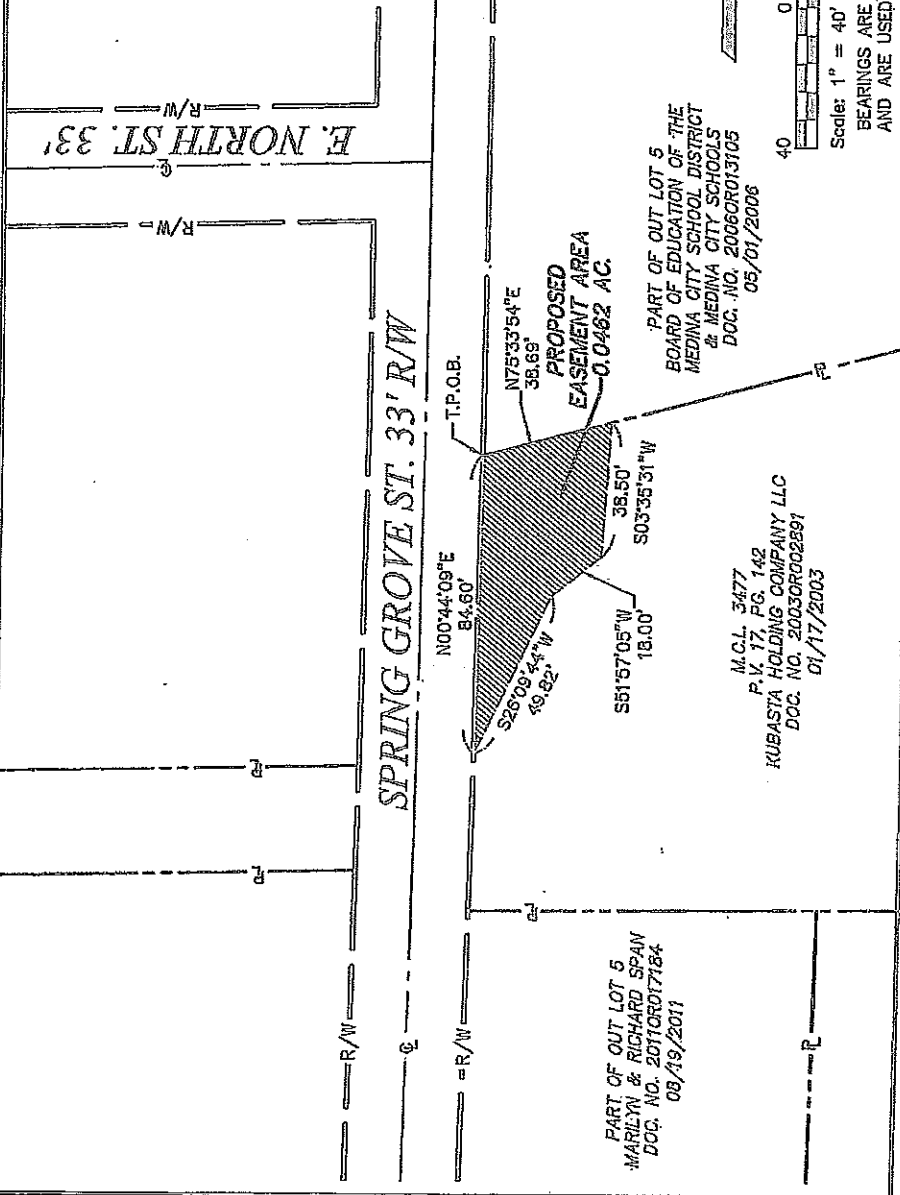
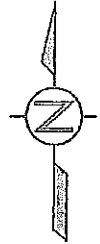
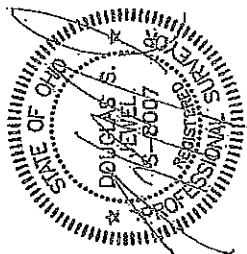
Gregory Huber, Law Director  
City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44256

**CUNNINGHAM & ASSOCIATES, INC.**  
 CIVIL ENGINEERING and SURVEYING  
 203 W. LIBERTY ST. MEDINA, OHIO 44255 330-725-5900

LOCATED IN:  
 CITY OF MEDINA  
 COUNTY OF MEDINA  
 STATE OF OHIO

DATE: 02/09/2021  
 DRAWN BY: JZS  
 PROJECT NO.: 20-210  
 ACAD YEAR: ALL 12/10/2021  
 SHEET NO.: 2/3

**EXHIBIT B**  
 SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 3477



**RESOLUTION NO. 68-21**

**A RESOLUTION DONATING TWENTY FIVE (25) DELL OPTIPLEX COMPUTERS TO THE MEDINA CITY SCHOOLS.**

**WHEREAS:** The City of Medina recently upgraded some of the computers at Medina City Hall and;

**WHEREAS:** The City would like to donate twenty five (25) Dell Optiplex computers to the Medina City Schools that are no longer needed by the City but can be utilized by the school system.

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

**SEC. 1:** That Medina City Council hereby approves the donation of twenty five (25) Dell Optiplex computers to the Medina City School System.

**SEC. 2:** 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. 3:** That this Resolution 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. 68-21

Make	Model	Serial #
Dell	Optiplex 7040	J14RHB2
Dell	Optiplex 7040	6VQMSD2
Dell	Optiplex 7040	J14PHB2
Dell	Optiplex 7040	J14DHB2
Dell	Optiplex 7040	8FZKHH2
Dell	Optiplex 7040	J15NHB2
Dell	Optiplex 7040	8FXNHH2
Dell	Optiplex 7040	J158HB2
Dell	Optiplex 7040	8FXPHH2
Dell	Optiplex 7040	J15BHB2
Dell	Optiplex 7040	J15SHB2
Dell	Optiplex 7070	BZZP333
Dell	Optiplex 7040	J13VHB2
Dell	Optiplex 7050	3M3Y8N2
Dell	Optiplex 7040	J149HB2
Dell	Optiplex 7040	J15QHB2
Dell	Optiplex 7040	J14CHB2
Dell	Optiplex 7040	J147HB2
Dell	Optiplex 7040	J14SHB2
Dell	Optiplex 7040	8FZPHH2
Dell	Optiplex 7040	8FYPHH2
Dell	Optiplex 7040	8FYQHH2
Dell	Optiplex 7040	J15THB2
Dell	Optiplex 7040	8FXRHH2
Dell	Optiplex 7050	3M2X8N2

**ORDINANCE NO. 69-21**

**AN ORDINANCE ESTABLISHING AN AMERICAN RESCUE PLAN ACT FUND (#171) FOR THE CITY OF MEDINA.**

**WHEREAS:** The American Rescue Plan Act of 2021 (Pub. L. No. 117-2 (ARP), a \$1.9 trillion economic COVID-19 stimulus package was signed into law on March 11, 2021. ARP provides additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses; and

**WHEREAS:** The Federal Funding Accountability and Transparency Act (FFATA) requires separate accountability for direct recipients as well as subrecipients of federal awards great than \$25,000; and

**WHEREAS:** Ohio Revised Code Section 5705.09 requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law (i.e., terms and conditions of a federal program) requires to be used for a particular purpose.

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

**SEC. 1:** That the American Rescue Plan Act Fund #171 is hereby established.

**SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Auditor of the State of Ohio and the Medina County Auditor's Office.

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 70-21**

**AN ORDINANCE REZONING A PORTION OF 123 W. LIBERTY ST. FROM P-F PUBLIC FACILITIES TO C-2 CENTRAL BUSINESS, AND 364 FOUNDRY ST. & 347 N. HUNTINGTON ST. FROM R-3 HIGH DENSITY URBAN RESIDENTIAL TO O-C, OPEN SPACE CONSERVATION.**

**WHEREAS:** On February 11, 2021, the City of Medina requested rezoning the above mentioned properties; and

**WHEREAS:** The Planning Commission recommended approval of the requested rezonings to Medina City Council as stated above; and

**WHEREAS:** The notice of public hearing by Medina City Council was duly published and the hearing was duly held April 12, 2021.

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

**SEC. 1:** That rezoning a portion of 123 W. Liberty Street from P-F Public Facilities to C-2 Central Business, and 364 Foundry St. & 347 N. Huntington St. from R-3 High Density Urban Residential to O-C, Open Space Conservation.

**SEC. 2:** That the City Engineer is hereby directed to amend the zoning map as necessary to correctly reflect this change in zoning.

**SEC. 3:** That a drawing and Zoning Description of rezoning, is attached hereto and incorporated herein.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

NELMWOOD AVE

Subject parcel  
(proposed)

P21-01

Rezone portion of  
127 W. Liberty St  
from P-F to C-2  
February 11, 2021

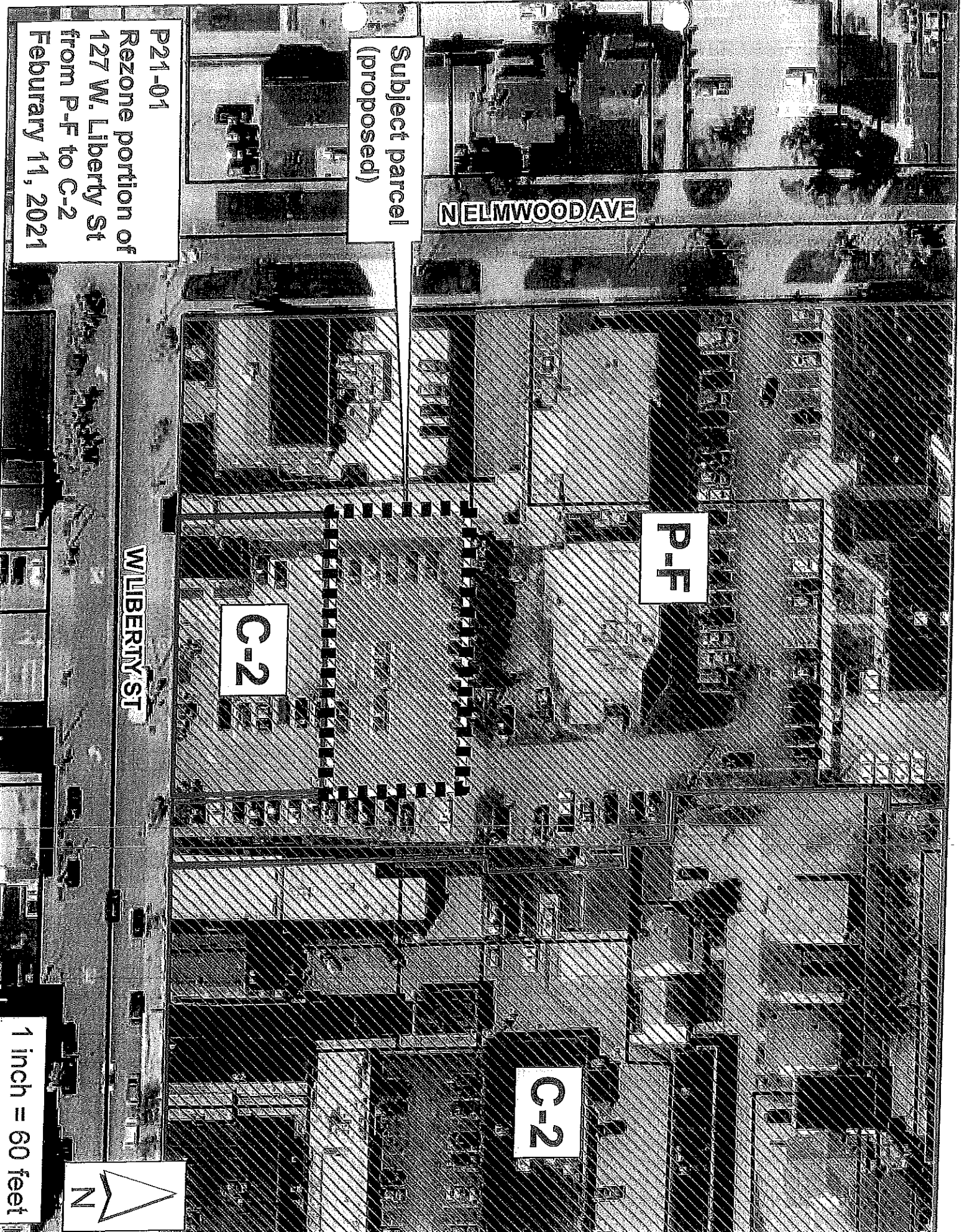
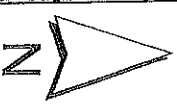
P-F

C-2

W LIBERTY ST

C-2

1 inch = 60 feet





P21-01  
Rezone 364 Foundry  
& 347 N. Huntington  
R-3 to O-C  
February 11, 2021

FOUNDRY ST

R-3

364 Foundry

⊙=G

W UNION ST

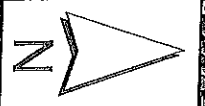
R-3

347 N.  
Huntington

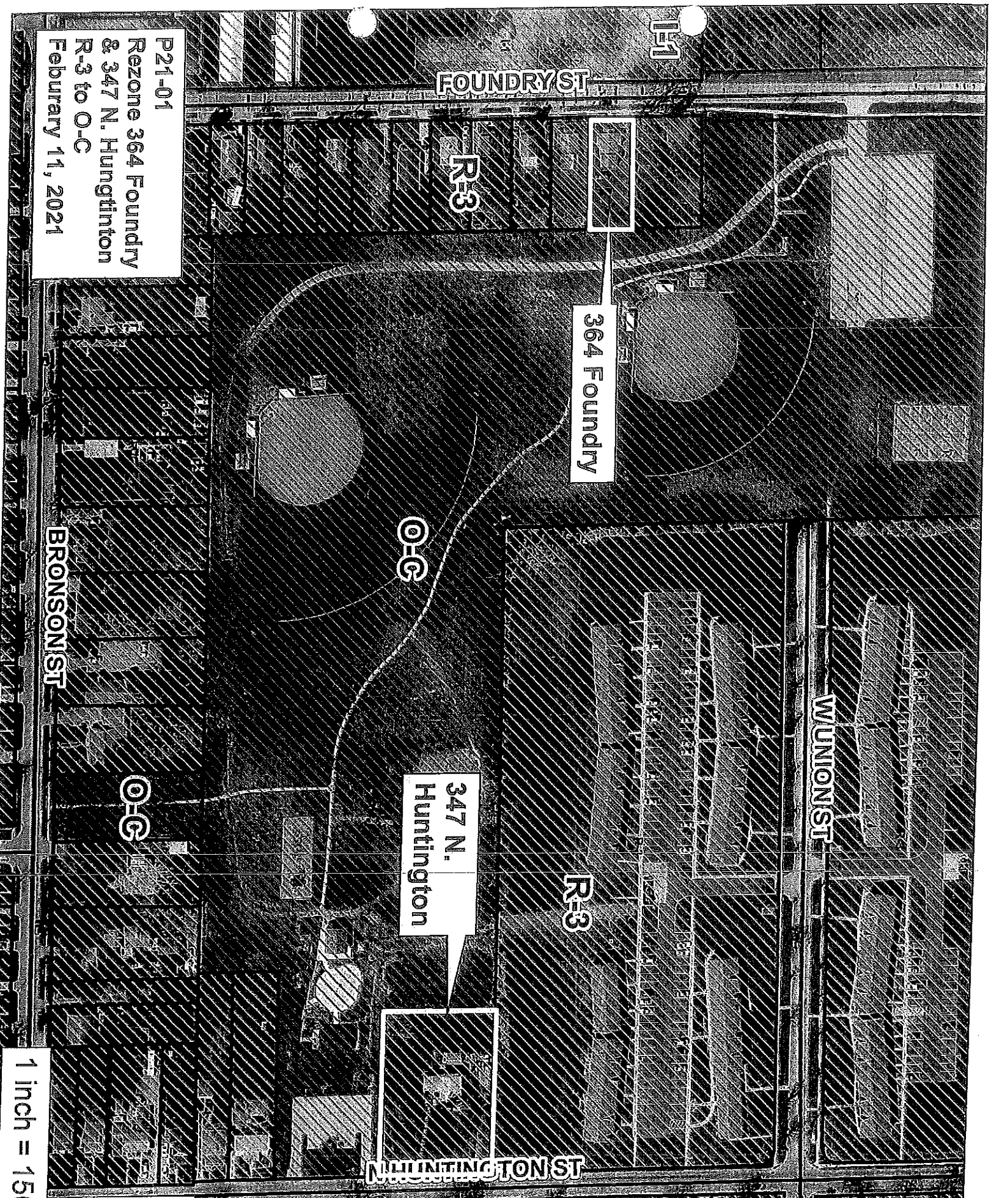
BRONSON ST

⊙=G

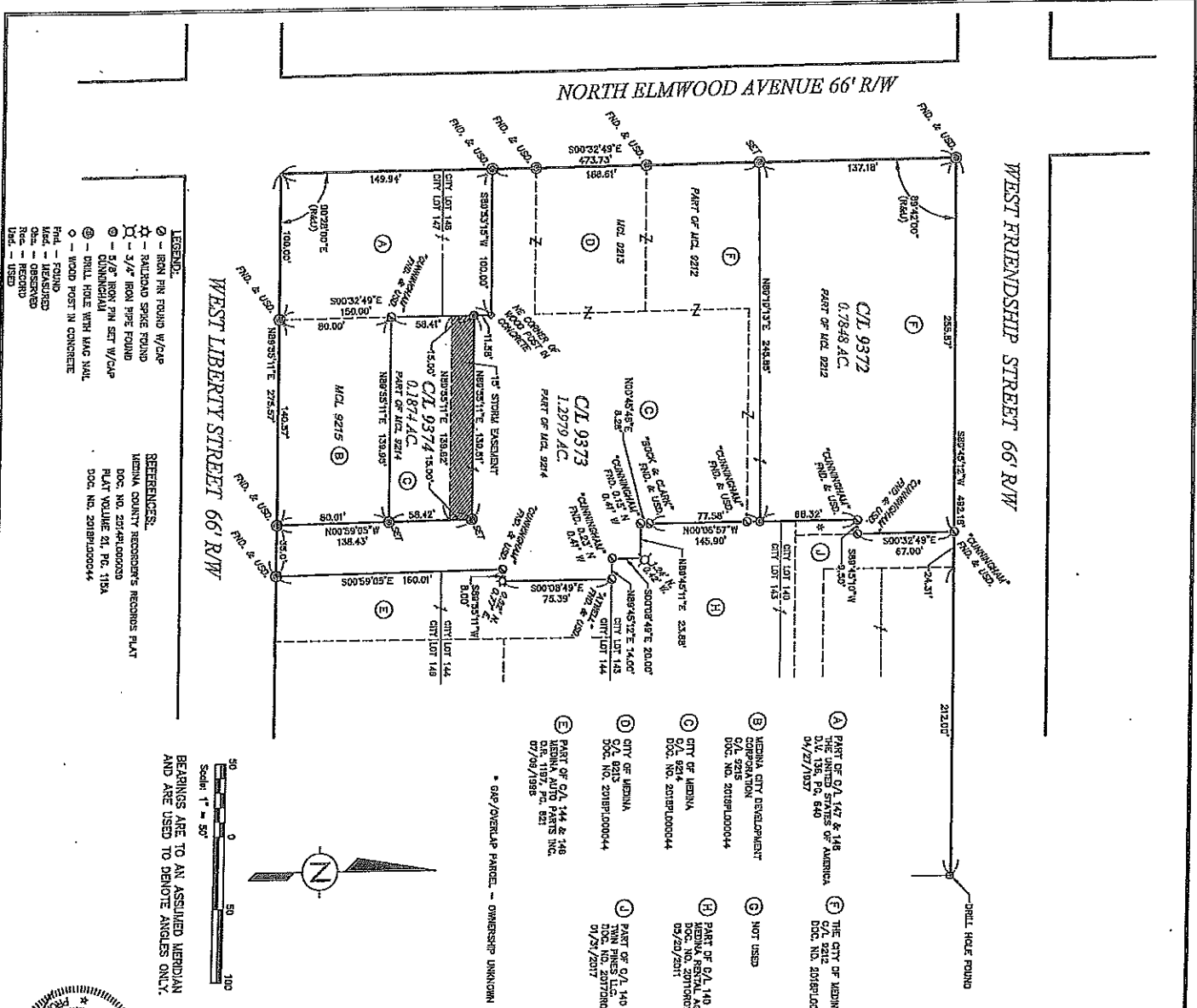
HUNTINGTON ST



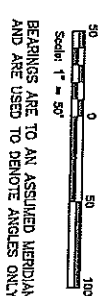
1 inch = 150 feet



ORD 70-21



- LEGEND:**
- - IRON PIN FOUND W/CAP
  - ☆ - RAILROAD SPIKE FOUND
  - ⊗ - 3/4" IRON PIPE FOUND
  - ⊙ - 5/8" IRON PIN SET W/CAP
  - ⊕ - CUNNINGHAM
  - ⊖ - DRILL HOLE WITH MAG NAIL
  - ⊗ - WOOD POST IN CONCRETE
  - ⊙ - FOUND
  - ⊕ - REASURED
  - ⊖ - OBSERVED
  - ⊗ - RECORDED
  - ⊘ - USED
- REFERENCES:**
- MEDINA COUNTY RECORDERS' RECORDS PLAT
  - DOC. NO. 2018PL000033
  - PLAT VOLUME 21, PG. 115A
  - DOC. NO. 2018PL000044



## REPLAT OF MEDINA CITY LOTS 9212 THROUGH 9214

### CREATING MEDINA CITY LOTS 9372 THROUGH 9374

BEING A REPLAT OF THE WHOLE OF CITY LOTS 9212 THROUGH 9214 AS SHOWN BY PLAT RECORDED IN DOCUMENT 2018PL000044 OF MEDINA COUNTY RECORDERS' RECORDS IN THE CITY OF MEDINA, COUNTY OF MEDINA, AND STATE OF OHIO

**ACCEPTANCE**

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF MEDINA, BY DENNIS HANMILL, MAYOR, OWNER OF THE LANDS SUBDIVIDED WITHIN THIS SUBDIVISION HEREBY APPROVED THIS PLAT AND SUBDIVISION TO BE BY FREE ACT AND SHOW, AND GRANT EASES TO PUBLIC USE THROUGH THE STREETS AS BELOW, I CERTIFY THAT THERE ARE NO DEMANDS TO THE RECORDS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

\_\_\_\_\_ DATE \_\_\_\_\_  
DENNIS HANMILL, MAYOR  
CITY OF MEDINA

STATE OF OHIO } S.S.  
COUNTY OF MEDINA }

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED DENNIS HANMILL, WHO ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND THE SIGNED THE SAME IN HIS OWN FREE ACT AND DEED, IN TESTIMONY WHEREOF, THIS I HEREBY SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_ OHIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**APPROVALS:**

THIS PLAT WAS DULY ACCEPTED BY ORDINANCE NO. \_\_\_\_\_ OF MEDINA CITY COUNCIL, AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TAX MAP DRAFTSMAN

RECEIVED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MEDINA COUNTY TAXIDOR

RECORDED AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
AT \_\_\_\_\_ A.M./P.M.  
RECORDED IN PLAT DOCUMENT NO. \_\_\_\_\_  
FEE: \$ \_\_\_\_\_

\_\_\_\_\_  
MEDINA COUNTY RECORDER

**CERTIFICATION:**

I HEREBY CERTIFY THIS PLAT TO BE OF A SURVEY MADE BY ME AND/OR UNDER MY DIRECT SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

This document was digitally signed by Douglas S. Jemel on December 29, 2024.  
This document is not subject to a public document.

DOUGLAS S. JEMEL, OHIO PROFESSIONAL SURVEYOR 5-907 \_\_\_\_\_ DATE \_\_\_\_\_

**PLAT OF MEDINA C/L 9212 THROUGH 9214**  
LOCATED BY

COUNTY OF MEDINA      STATE OF OHIO

**CUNNINGHAM & ASSOCIATES, INC.**  
CIVIL ENGINEERING AND SURVEYING  
208 W. LIBERTY ST., MEDINA, OHIO 44256 330-725-5980

CITY: MEDINA

TOWNSHIP: \_\_\_\_\_

TRACT: \_\_\_\_\_

LOT NUMBER: C/L 9212 THRU C/L 9215

PROP OWNER: CITY OF MEDINA

OWNER: KIT  
DATE: 12/29/2024

CREATED BY: DAVID  
DATE: 12/29/2024

PROJECT NO.: 15143

SCALE: 1"=40'

DATE: \_\_\_\_\_