

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

October 28, 2024
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September October 15, 2024)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointment.

Archive Commission – Dog McClure – Exp. 12/31/27

Confirmation of Council's appointments.

Medina County Planning Commission – Chet Simmons – Exp. 12/31/25

Archive Commission – Skip Barron – Exp. 12/31/27

Archive Commission – Beth Biggins-Ramer – Exp. 12/31/27

Archive Commission – Jim Shields – Exp. 12/31/27

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 188-24, Ord. 189-24, Ord. 190-24, Ord. 191-24, Ord. 192-24, Ord. 193-24, Ord. 194-24, Ord. 195-24, Ord. 196-24, Res. 197-24, Ord. 198-24, Ord. 199-24, Ord. 200-24

Ord. 187-24 (1st READING)

An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part II – Planning and Zoning Code.

Res. 188-24

A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor.
(emergency clause requested)

Ord. 189-24

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with James Sipos to use or occupy the framed shed located on City Park property known as City Lot No. 5720, adjacent to the residence at 1050 Sturbridge Drive.

Ord. 190-24

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with Dominic P. Cheff III and Gina A. Cheff to use or occupy the framed shed located on City Park property known as City Lot 5720, adjacent to the residence and 1044 Sturbridge Drive.

Ord. 191-24

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with Euthenics, Inc. for engineering design services for the South Huntington Street Bridge Replacement Project.

Ord. 192-24

An Ordinance amending Ordinance No. 163-24, passed September 9, 2024, pertaining to the agreement with IamGIS for Geographic Information Systems (GIS) Services.

Ord. 193-24

An Ordinance authorizing the Mayor to accept a sanitary sewer easement from the Legacy Hotel of Medina, LLC.

Ord. 194-24

An Ordinance amending Ordinance No. 71-24, passed April 9, 2024, relative to the expenditure to Signal Service Company for the Street Department.

Ord. 195-24

An Ordinance authorizing the purchase of one (1) Ventrac Tractor 4520N for the Street and Water Departments.

Ord. 196-24

An Ordinance authorizing the Mayor to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the Prospect Street Bridge Project.

Res. 197-24

A Resolution authorizing the Mayor to file an application for the Cybersecurity Software and Services Grant for the Medina Municipal Court.

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Ord. 198-24

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1096, the Reagan Park Cold Storage Building.

Ord. 199-24

An Ordinance repealing and replacing Ordinance No. 183-23, passed November 13, 2023, relative to the Pavilion Rental Fees for the Parks and Recreation Department.

Ord. 200-24

An Ordinance authorizing the disbursement of a credit from Medical Mutual of Ohio (MMO) pertaining to a 2023 Contingent Premium Refund.
(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Tuesday, October 15, 2024

Public Hearing

For various amendments to the Zoning Code found in Part 11 of the City of Medina Codified Ordinances. The amendments address a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short-term rentals.

Community Development Director, Andrew Dutton stated this is a variety of amendments to the zoning code and was reviewed by the planning commission on July 11th and recommended for approval with conditions of Mr. Huber the Law Director reviewing it and he has reviewed it with no recommended changes to the amendments.

No one spoke in favor of the proposed zoning amendments.

No one spoke against the proposed zoning amendments.

The Public Hearing was closed at 7:34 p.m.

Call to Order:

Medina City Council met in regular session on Tuesday, October 15, 2024 at Medina City Hall. The meeting was called to order at 7:34 p.m. by President of Council John M. Coyne III, who led in the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday September 23, 2024, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved with the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council this evening.

Public Properties Committee: Mr. Shields stated that Public Properties has a meeting scheduled for next Wednesday, October 23rd at 5 p.m. here at City Hall to discuss some improvements at Lake Medina and collaborations with the Medina County Park District.

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

Special Legislation Committee: Mr. Rose had no report.

Streets & Sidewalks Committee: Ms. Haire had no report.

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

Emerging Technologies Committee: Ms. DiSalvo stated a meeting will be scheduled in the next few weeks.

Requests for Council Action:

Finance Committee

- 24-201-10/15 – Budget Amendments
- 24-202-10/15 – Elected Official Salaries for 2026-2029
- 24-203-10/15 – Accept 2025 Budget Commission Rates
- 24-204-10/15 – Increase P.O. – Heritage Aquatics – MCRC
- 24-205-10/15 – Revocable Use Permit – Cheff
- 24-206-10/15 – Revocable Use Permit – Sipos
- 24-207-10/15 – Medical Mutual Contingent Premium Credit
- 24-208-10/15 – Engineering Design Services for S. Huntington St. Bridge Replacement
- 24-209-10/15 – Amend Ord. 163-24, IamGIS Statement of Work
- 24-210-10/15 – Sanitary Sewer Easement from Legacy Hotel of Medina
- 24-211-10/15 – Wheeling & Lake Erie Railroad Agreement – Prospect St. Bridge
- 24-212-10/15 – Cybersecurity Software & Services Grant – Muni Court
- 24-213-10/15 – Amend Ord. 183-23 Uptown Park/Gazebo
- 24-213-10/15 – Bids – Reagan Park Cold Storage Building
- 24-214-10/15 – Increase Exp. P.O. #24-0709 – Litman – Parks Dept.
- 24-215-10/15 – Expenditure – HSH Construction – Parks Dept.
- 24-216-10/15 – Amend Ord. 71-24, Signal Service
- 24-217-10/15 – Purchase Ventrac Tractor – 4520N – Service Dept.

Reports of Municipal Officers:

Dennis Hanwell, Mayor,

- A. Thank you to Council President John Coyne and Council Pro Tem Jim Shields for covering events and meetings at City Hall while he was on vacation.
- B. Medina Community Band presents annual Veterans Day Concert at St. Francis Xavier Church on Wednesday, November 6th at 7pm. These concerts have been presented each year since the 9/11 attacks except for COVID restricted years.
- C. Some upcoming events on the square:
 - 1. Main St. Medina Ladies night out October 17th 4-8:30 p.m.
 - 2. Candlelight Walk kickoff/tree and downtown lighting Friday, November 22nd 7.p.m.
 - 3. Holiday Parade of Lights Saturday, November 23rd at 5:30 p.m.

Keith Dirham, Finance Director, reminded the public that the city has a renewal levy on the ballot for LST, the city handles life support with a partnership with the Medina Hospital and Medina Township and Montville Township. This levy is how the city pays our share of it. There is no increase in taxes since it is for a renewal in existing tax.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, Kimberly Marshall was absent.

Chief Kinney, Police Department, had no report.

Jarrold Fry, Medina TV, Jarrod informed residents of the many ways they can stay informed with the City of Medina and everything that is going on. Candidate forums can be seen on Ch. 37 (Armstrong cable) also on Medina TV YouTube channel, Facebook and Roku, Apple TV and Firestick. Thanks to the Greater Medina Chamber of Commerce for their help with putting the candidate forms together.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, stated on Tuesday, October 22nd and Thursday, October 24th they will be performing their visual deer survey throughout the community. Staff will be in red city trucks spot lighting wood lines and other predetermined locations between the hours of 5 a.m. – 7 a.m.

Dan Gladish, Building Official, was absent.

Nino Piccoli, Service Director, stated residents are asking when the leaf program will start, Nino stated there are still a lot of green leaves on the trees so possibly by the end of October.

Patrick Patton, City Engineer, stated that last week they accepted bids for the project to replace some of the concrete pavement for the hangar aprons. BOC did award the bid to the low bidder that came in \$23,000 below our \$200,000 estimate. This project is being funded through ARPA Funds.

Andrew Dutton, Planning and Community Development Director, had no report.

Confirmation of Mayor's appointment

Archive Commission – Roger Smalley – Expiring 12/31/27

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Notices, communications and petitions:

There were none.

Unfinished Business:

Ord. 146-24

An Ordinance amending the Codified Ordinances of the City of Medina, Ohio by the

addition of a new Chapter 164, Transient Lodging Tax. Mr. Shields moved for the adoption of Ordinance/Resolution No. 146-24, seconded by Mr. Simpson. Mr. Rose stated there has been a lot of discussion and work involved with this, thank you to all that worked on it. Mr. Huber stated there was a code section brought to his attention by Stan Scheetz regarding the hotel tax. After further review Mr. Huber stated he knew we already had a county tax for 3% on this. The whole Plan B section doesn't really apply in his opinion if the county has a 3% tax which they do. Greg went over this with Stan and the Wadsworth Law Director and some other lawyers and it's a hard subsection to sort out, but he revised this language back so that all of the tax goes to our General Revenue Fund, we can support ourselves in writing the ordinance that way.

Mr. Coyne stated even though they discussed it will go back into the general fund, we are going to try to keep track of it and use those funds that are generated by the tax to assist in the downtown area. The roll was called and Ordinance/Resolution No. 146-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Introduction of Visitors:

There were none.

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. Simpson: Ord. 179-24, Ord. 180-24, Ord. 181-24, Ord. 182-24, Ord. 183-24, Ord. 184-24, Ord. 185-24, Ord. 186-24. The roll was called and the motion approved by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 179-24

An Ordinance ratifying the 1976 Agreement with the Medina County Board of Commissioners pertaining to providing additional parking at the County Administration Building. Mr. Shields moved for the adoption of Ordinance/Resolution No. 179-24, seconded by Mr. Simpson. Mayor Hanwell stated this is simply taking the 1976 agreement and doing what should have been done back then to present to council and request approval permitting the parking to be extended onto some of the city property adjacent to the Old Town Cemetery. The roll was called and Ordinance/Resolution No. 179-24 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

Ord. 180-24

An Ordinance amending Ordinance No. 128-24, passed June 24, 2024, relative to the payment to the Medina County Treasurer for the Lease of the Medina Municipal Court in the 1969 Courthouse. Mr. Shields moved for the adoption of Ordinance/Resolution No. 180-24, seconded by Mr. Simpson. Mr. Dirham stated when this was signed the payment is per quarter but the payment for the first quarter of 2025 is due January 1st so we need the money in the 2024 budget so we can write the check in December. The roll was called and Ordinance/Resolution No. 180-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

Ord. 181-24

An Ordinance amending Ordinance No. 59-24, passed March 11, 2024, relative to the 2024 Concrete Street Repair Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 181-24, seconded by Mr. Simpson. Mr. Patton stated this is a request to amend the ordinance to increase the total amount authorized to \$670,000.00. There were additional waterline breaks to repair and other pavements that were repaired unanticipated. The roll was called and Ordinance/Resolution No. 181-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

Ord. 182-24

An Ordinance accepting the appraisals (Fair Market Value Estimates) for the South Court Sanitary Sewer Relocation Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 182-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 182-24, seconded by Mr. Simpson. Patrick stated this would install new sanitary sewer north of the proposed hotel project. Emergency is because the project needs started in conjunction with the hotel. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 182-24 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 183-24

An Ordinance amending Chapter 1519 of the Codified Ordinances of the City of Medina, Ohio, pertaining to Fireworks. Mr. Shields moved for the adoption of Ordinance/Resolution No. 183-24, seconded by Mr. Simpson. Mr. Huber stated this brings the city ordinance on fireworks and the next ordinance on carrying concealed weapons in line with the changes in the state law. The roll was called and Ordinance/Resolution No. 183-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 184-24

An Ordinance amending Chapter 549 of the Codified Ordinances of the City of Medina, Ohio, pertaining to Carrying Concealed Weapons. Mr. Shields moved for the adoption of Ordinance/Resolution No. 184-24, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 184-24 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 185-24

An Ordinance amending Ordinance No. 26-24 passed February 13, 2024, relative to the expenditure to Green Home Solutions for the rehabilitation work at 850 North Huntington Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 185-24, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 185-24, seconded by Mr. Simpson. Mr. Dutton stated this is a CHIP project and was approved for \$40,575.00, there was a change order increasing the amount to \$47,475.00 due to an electric panel being installed and also breaks up the finance of the project into the CHIP Home Funds. Emergency clause is requested as project is complete and we need to pay contractor. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields,

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D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 185-24 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

Ord. 186-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 186-24, seconded by Mr. Simpson. Mr. Dirham stated there are a few adjustments to the rec center budget, and the rest of this is moving money around for the ARPA Grants. The roll was called and Ordinance/Resolution No. 186-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

Council comments

Mr. Simpson is asking for those with vulgar political signs in their yard to consider removing them for the protection of our children as some are in the paths of children walking to and from school. Please remember to be kind.

Jess Hazeltine thanked Paul Rose and all that worked on the Transient Lodging tax because that is the kind of stuff you really have to get deep into and requires a lot of work.

Natalie DiSalvo reminded all that voting YES on the Medina City School Levy will keep our schools competitive with the surrounding schools and insure that our students have the best education and opportunities available for them.

Mr. Rose stated it is Breast Cancer Awareness Month and he is wearing a pink tie today in honor of his grandmothers and sister. Happy Birthday to Joelle.

Adjournment

There being no further business, the City Council meeting adjourned at 8:01p.m.

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

ORDINANCE NO. 187-24

AN ORDINANCE TO CLARIFY AND UNIFY THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING VARIOUS SECTIONS OF PART 11 – PLANNING AND ZONING CODE.

WHEREAS: The majority of the proposed amendments are related to a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short-term rentals; and

WHEREAS: The Planning Commission, at its July 11, 2024, meeting approved the recommendations.

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held October 15, 2024.

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

SEC. 1: That the amendments as set forth by the Planning Commission in the memo from the Community Development Director dated July 15, 2024, are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

SEC. 2: That a clean copy of the amendments as set forth by the Planning Commission in the memo from the Community Development Director dated July 15, 2024, are hereby adopted, 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

First Reading: October 28, 2024
Effective date:

Zoning Code Update – Council 10-15-24

GENERAL

- Planning Commission recommended approval – 7/11/24
- Recently reviewed by Mr. Huber – No changes

REVIEW PROCESSES

- Modifications to the Zoning Amendment, Variance, Site Plan, & Conditional Zoning Certificate Review process to provide consistency on when applications must be forwarded to the Board/Commission and the time allotted for review
- Clarification on when Site Plan review is needed by the Planning Commission

FENCING

- Initiated by the Planning Commission
- Changes to fence height on corner lots and when a lot has double frontage (2 streets)

ROOFED PORCHES

- Change allowing roofed porches to project 10 ft. into the rear setback
- Necessary due to a number of approved variances

PARKING LOT LIGHTING

- Specific illumination levels were removed, which are very difficult to achieve
- Increase the permitted lighting height in commercial, mixed use, and MF zoning districts
- Necessary as the existing maximum height is 10 ft., which is not effective

FITNESS FACILITIES

- Currently located in the definition for “Personal or Personal Services” which includes uses such as barber shops, banks, and laundromats.
- Fitness facilities were provided their own definition and allowed in the C-3 district as a permitted use and in the C-1, C-2, and I-1 districts as a conditionally permitted use
- This was necessary due to the nature of fitness facilities, which increasingly are located in Industrial areas

SHORT TERM RENTALS

- Short term rentals currently exist within and around Medina’s Historic District
- City currently has no regulations for STR’s
- Other cities have a variety of methods for addressing STR’s, including complex formal registration programs
- General regulations have been proposed which:
 - Allow STR’s as a permitted use in the C-2 and M-U districts and a conditionally permitted use in the R-2 and R-3 districts
 - When located within 4,000 ft. of the uptown park
(All existing STR’s are currently in this area)
 - Regulations also provides a parking minimum, set a maximum occupancy based on bedrooms, and prohibit events at STR’s



ORD.187-24 Exh. A

CITY OF MEDINA

Community Development Department

132 N. Elmwood Ave. Medina, OH 44256

330-722-9023

MEMORANDUM

DATE: July 15, 2024
TO: City Council
FROM: Andrew Dutton, Community Development Director
SUBJECT: Zoning Code Amendments

Overview

The following are proposed amendments to the Zoning Code, found in Part 11 of the City of Medina Codified Ordinances. The amendments address a variety of topics including review procedures, fence regulations, open porch setbacks, lighting, and short term rentals.

Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review (p. 1 - 4)

The review processes for Zoning Amendments, Variances, Site Plans, and Conditional Zoning Certificates have been revised to:

- Provide a consistent review process.
- Require that the Planning Director forward complete applications to the Board of Zoning Appeals or Planning Commission within 30 days.
- Require that the Board of Zoning Appeals and Planning Commission make a decision within 45 days of their initial meeting.

The Site Plan section (1109.01) has also been revised to clarify when a Site Plan must go to the Planning Commission and when a Site Plan can be reviewed administratively by the Planning Director.

Fencing (p. 5)

Standards for fencing have been amended per the following:

- "Areas" has been replaced with "Districts". Areas is not a defined term and is unclear in locations with a mix of uses.
- Exception ⁴ has been revised to allow fences in the front yard with a side street lot line (corner lots) to be up to 6 ft. in height within 15 ft. of the right-of-way with Planning Commission approval.
- Fences in the O-C or P-F districts may have a height of 8 ft. in the front yard with a side street lot line and barbed wire.
- Lots with double frontage, which have public rights-of-way to the front and rear of the lot, have two front yards, by definition. There are numerous such lots in the city, particularly backing up to Reagan Pkwy. Exception ⁵ allows a 6 ft. fence adjacent to the yard located opposite the building's front facade.

Roofed Porch Setbacks (p. 6)

Due to several recently granted variances and to allow existing homeowners to expand their homes in a reasonable manner, an amendment has been proposed allowing open roofed porches to extend 10 ft. into the rear setback.

Parking Lot Lighting (p. 6 - 7)

Existing parking lot lighting regulations have been revised per the following:

- Illumination Levels – Numerical illumination levels throughout a site are difficult to design, comply with, and measure. Specific lighting levels have been replaced with more general requirements. A maximum light level of 1 footcandle at a residential lot line remains unchanged.
- Luminaire Height – Lighting height is currently limited to 10 ft. in all districts except for the C-3 and I-1. A lighting height of 10 ft. is not practical and increases the number of lights needed. Height has been increased in residential districts to 15 ft. and other districts to 20 ft.
- Lighting Plan Submission – Clarification has been provided indicating that a photometric plan is needed when a site is adjacent to a residential zoning district or use.

Fitness Facility (p. 8 - 12)

A “Fitness Facility” has been removed from the “Personal or Professional Service” definition, defined separately, allowed as a permitted use in the C-3 district, and allowed as a conditional use in the C-1, C-2, and I-1 districts.

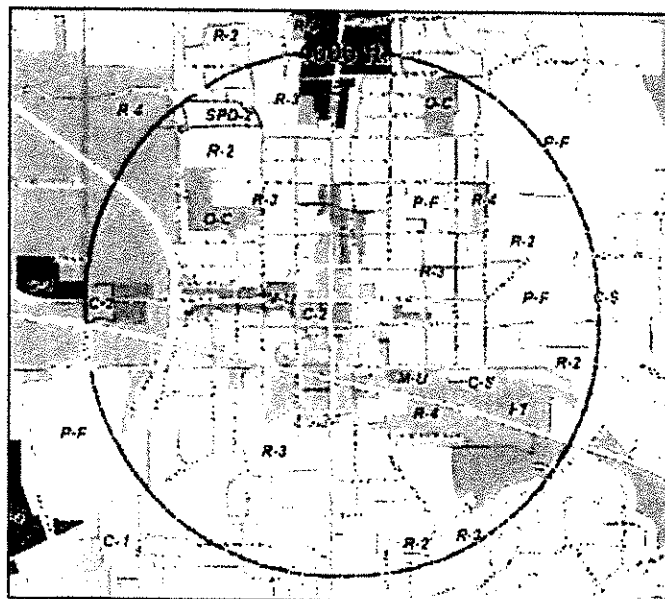
Short Term Rentals (p. 13 - 16)

The city does not have any current regulations regarding short term rentals. The use does not fit well into existing use definitions and may be classified as a residential dwelling unit, hotel, motel, or bed and breakfast.

Short term rentals currently exist in the city within and around the Historic District. Though there have not been any documented complaints regarding short term rentals, staff receives regular inquiries regarding applicable regulations.

Other cities regulate short term rentals in a variety of ways ranging from general regulations to formal registration programs in communities which have many tourists and visitors. The proposed amendments aim to provide general regulations:

- Short term rentals are a permitted use in the C-2 and M-U districts and a conditional use in the R-2 and R-3 districts.
- A parking minimum was provided, however, approximately half of the area where short term rentals are permitted is within the parking exempt district.
- Events are not permitted at short term rentals and there is a maximum occupancy based on bedrooms.
- Short term rentals are only allowed within 4,000 ft. of the Uptown Park as shown below. This encompasses the entire C-2 and M-U districts and R-2 and R-3 areas near the Historic District.



**Proposed Amendments to
the Zoning Code:
Part Eleven of the
City of Medina Codified
Ordinances**

7/15/2024

Key

~~Deleted Text~~

Added Text

Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review

-Chapter 1107 – Administration and Enforcement-

1107.06 ZONING ORDINANCE AMENDMENT APPLICATION.

A proposed amendment to the text or map of this Ordinance may be recommended or requested by the Planning Commission, Council, the Administration or any other citizen or property owner of Medina. The application for such amendment shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission.* The Planning Commission shall review the proposed amendment at one or more of its regular meetings, and within forty-five (45) days after the date of the ~~submission of the proposed amendment~~ *Commission's initial meeting*, recommend to Council the approval, approval with modification, or disapproval of the proposed amendment. *If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

1107.08 APPEALS AND VARIANCES.

- (e) Review by the Board. *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Board. Notice of the hearing shall be published in a newspaper of general circulation in the City at least ten (10) days prior to the date of the hearing, and sent by mail or personal delivery to the owners of property for which a variance request is being considered, and to all owners of property adjacent to and directly across the street from the property in question. At the hearing, a party may appear in person or by agent or by attorney.*
- (f) Decision by the Board. *The concurring vote of three (3) members of the Board shall be necessary to reverse an order, requirement, decision, or determination of the Planning Director, or to decide in favor of the applicant any matter upon which they are required to pass judgment. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, in accordance with the guidelines set forth herein. The Board shall render a decision within forty-five (45) days of the Board's initial meeting. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

To that end, the Board shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit. With an affirmative decision, the Board may impose conditions. The decision of the Board shall be final, but the City, with approval by the Council, or any person having an interest affected by a decision of the Board, may appeal to the Court of Common Pleas, and to any Court of final jurisdiction.

-Chapter 1109 – Site Plan-

1109.01 PURPOSE.

Before the issuance of a zoning certificate or conditional zoning certificate for any proposed multi-family, mobile home park, public facility, business or industrial use as provided for in Chapters 1115 to 1141, the Planning Commission or Planning Director shall review and approve site plans for such uses as identified below.

- (a) ~~A review by the Commission shall also be required when:~~
- ~~(1) There is an increase in the number of dwelling units for multi-family;~~
 - ~~(2) The floor area of a nonresidential building is increased;~~
 - ~~(3) The use of an existing building is changed to a use which requires the addition of more off-street parking facilities than currently exist on the site;~~
- (b) ~~The following Minor Developments may be finally approved by the Planning Director in lieu of action by the Planning Commission. Any improvement which is not in compliance with this Chapter or is determined by the Planning Director to be beyond the scope of a minor building development will be forwarded to the Planning Commission for review.~~
- ~~(1) New construction of one single family dwelling that will not require off-site construction of any new street or road; or~~
 - ~~(2) Renovations, alterations, or expansions to an existing building or site up to 5,000 square feet for land uses other than single family dwellings and 10,000 square feet for I-1 zoned properties; or~~
 - ~~(3) Expansion of an existing parking lot up to thirty percent (30%) of existing spaces; or~~
 - ~~(4) Facade alterations which do not alter the existing architectural character.~~
- (a) *Site plan review by the Planning Commission shall be required for the following:*
- (1) New Construction or Initial Development. New construction of a principal building or initial development of a site, with the exception of a single-family residential use or two-family residential use;*
 - (2) Floor Area Increase - Major. An increase in floor area of a principal nonresidential building by more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
 - (3) Nonresidential Accessory Building - Major. New construction or increase in floor area of a nonresidential accessory building with a floor area greater than two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
 - (4) Outdoor Use - Major. Establishment or expansion of a nonresidential outdoor use of more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
 - (5) Parking Lot - New or Major Expansion. Establishment of a parking lot or the expansion of an existing parking lot of more than thirty percent (30%) of the existing spaces;*
 - (6) Facade Alterations - Major. Facade alterations to a multi-family residential or nonresidential building which alter the building's existing architectural character;*
 - (7) Multi-Family Dwelling Unit Increase. An increase in the number of dwelling units for a multi-family residential use; or*
 - (8) New Street Construction. Any development that requires off-site construction of a new street or road.*

- (b) *Site plans for the following may be reviewed and approved by the Planning Director. If the Planning Director determines that the project is beyond the scope of a minor development, he/she shall forward the site plan to the Planning Commission for review and approval.*
- (1) *Single or Two-Family Residential Uses. New construction or an increase in floor area of a principal building with a single-family residential use or two-family residential use;*
 - (2) *Floor Area Increase - Minor. An increase in floor area of a nonresidential building by less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or less than or equal to ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
 - (3) *Accessory Building - Minor. New construction or increase in floor area of any residential accessory building or a nonresidential accessory building with a floor area less than or equal to two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;*
 - (4) *Outdoor Use - Minor. Establishment or expansion of a nonresidential outdoor use of less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;*
 - (5) *Parking Lot - Minor Expansion. Expansion of an existing parking lot of less than or equal to thirty percent (30%) of the existing spaces; or*
 - (6) *Facade Alterations - Minor. Facade alterations to any single-family residential building or two-family residential building or facade alterations to a multi-family residential or nonresidential building which do not alter the existing architectural character.*

1109.02 APPLICATION PROCEDURE.

Any application for site plan review as provided for by this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) *Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. Notice of the application shall be sent by mail or personal delivery to the owners of property for which the application is being considered, and to all owners of property adjacent to and directly across the street from the property in question. The Planning Commission shall review the proposed site plan at one or more of its regular meetings, and within forty-five (45) days after the date of the submission of the proposed site plan Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting. The Planning Commission's review and action shall be based on the following standards:*

-CHAPTER 1153 – Conditional Zoning Certificates-

1153.02 PROCEDURES FOR MAKING APPLICATION.

Any application for a conditional zoning certificate for any land or structure permitted under this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review by Planning Commission. ~~The Planning Commission shall review the proposed development, as presented on the submitted plans and specifications in terms of the standards established in this Zoning Ordinance. Such review by the Planning Commission shall be completed and made public within forty five (45) days of the date of submission.~~ *Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed conditional zoning certificate at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.*

- (g) Termination. *The conditional zoning certificate shall become void at the expiration of one (1) year after the date of issuance unless the conditionally permitted use has commenced for applications that do not include the construction of a new building. The conditional zoning certificate shall become void at the expiration of two (2) years after the date of issuance unless the conditionally permitted use has commenced for applications that include the construction of a new building.*

Fencing

**-Chapter 1155 – Supplemental Regulations-
1155.01 FENCES.**

- (c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:
(1) Fence Height Limits and Exceptions.

Area District	Front Yard (height in feet)	Front Yard with Side Street Lot Line (height in feet)	Side Yard (height in feet)	Rear Yard (height in feet)
Residential R-1, R-2, R-3, and R-4 or M-U with a Residential Use	3 ⁵	6 3 ⁴	6 ¹	6 ¹
Commercial C-5, C-1, C-2, and C-3 or M-U with a Nonresidential Use	3 ²	6 3 ⁴	10 ³	10 ³
Industrial I-1	6 ^{2,3}	6 2,3-4	10 ³	10 ³
Public Facilities (parks, playgrounds, etc.) O-C and P-F	8 ³	6 8 ³⁻⁴	8 ³	8 ³
Exceptions:				
¹ Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.				
² Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.				
³ Barbed wire not to exceed twelve (12) inches in height may be added to the top of the fence.				
⁴ Fences shall be setback at least fifteen (15) feet from the side street lot line. Fences three (3) feet tall or less may be located on the side street lot line. Fences set back fifteen (15) feet or more from the side street lot line may be six (6) feet in height. Fences set back less than fifteen (15) feet from the side street lot line may be up to six (6) feet in height with approval from the Planning Commission if the Commission finds the fence does not obstruct pedestrian or vehicular visibility and is compatible with the surrounding area.				
⁵ For lots with double frontage, fence heights may be increased to six (6) feet in the yard located opposite the building's front facade.				

- (d) Materials.
- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
 - (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in the industrial district I-1, O-C, and P-F districts.
 - (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
 - (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
 - (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

Roofed Porch Setbacks

-CHAPTER 1113 – Zoning Districts; General Regulations-

1113.05 GENERAL USE REGULATIONS.

- (k) Projections into Yard Areas. Every part of a required yard shall be open to the sky unobstructed, except for accessory buildings in a rear yard, and except for the ordinary projections of skylights, sills, belt-courses, cornices and ornamental features projecting not to exceed twelve (12) inches.
- (1) Terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the level of the ground (first) story may project into a required side yard, provided these projections are distant at least two (2) feet from the adjacent lot line.
 - (2) The ordinary projections of chimneys or flues are permitted into the required side, rear and front yards.
 - (3) An open unenclosed porch or paved terrace may project into the required front and rear yard for a distance not to exceed ten (10) feet.
 - (4) *A roofed porch with walls that are fifty percent (50%) enclosed or less may project into the required rear yard a distance not to exceed ten (10) feet.*

Parking Lot Lighting

-CHAPTER 1145 – Off-Street Parking and Circulation-

1145.09 PARKING AREA DESIGN.

- (c) Illumination of Parking Areas. Parking and circulation areas, pedestrian areas, and related outdoor areas shall be illuminated to provide safety and security to users of these areas, to provide security for property, and to maintain privacy for adjacent properties. Exterior lighting shall be designed, installed, and maintained according to the following standards:
- (1) Illumination levels. ~~Except as provided in subsection (c)(5)B. hereof, exterior lighting shall provide minimum maintained horizontal footcandle (fc) illumination as follows:~~

Activity Type	Maintained Footcandles
Parking and pedestrian area [‡]	0.6 fc minimum
Property security only	0.2 fc minimum

~~[‡] Exterior lighting in these areas may be reduced to the property security level during hours when these areas are not in use.~~

Illumination shall be consistent across the site and shall be designed so as not to generate dark spots that create safety issues in vehicular use and pedestrian areas.

- ~~(2) Residential parking. The minimum illumination levels in subsection (c)(1) hereof shall not apply to residential or multi-family parking areas with ten (10) or fewer parking spaces. These areas shall be provided with appropriate residential type luminaries as shown on site plans approved by the Planning Commission.~~
- ~~(3) Uniformity ratio. Average illumination levels shall not exceed four (4) times the minimum level.~~

- (42) Light trespass. In order to maintain privacy, exterior lighting shall be designed and maintained to provide a maximum of one (1) horizontal footcandle illumination at side or rear property lines which are adjacent to a residential use or zoning district.
- (3) Measurement. Light levels shall be measured in footcandles with a direct reading, portable light meter. Measurements shall be taken along a horizontal plane at a height of three and one-half (3½) feet above the ground.
- (54) Luminaire height.

A. The total height of exterior lights shall not exceed the following height regulations. Height shall be measured from the average grade surrounding each light pole or structure to the top of the light fixture:

District	Maximum Height
R-1, R-2, and R-3	15 feet
R-4, O-C, M-U, P-F, C-S, C-1, and C-2	20 feet
C-3 and I-1	25 feet

- ~~A. The maximum luminaire height in the C-3 and I-1 Districts shall be twenty-five (25) feet.~~
- ~~B. The maximum luminaire height in all other districts shall be ten (10) feet unless authorized by Planning Commission.~~
- GB. The Planning Commission may approve greater heights upon a showing by the applicant that the additional height complies with both of the following standards:
 1. The additional height is necessary to efficiently illuminate outdoor areas; and
 2. The additional height will have no adverse effect on adjacent properties.
- (65) Glare. Exterior lighting shall be designed and maintained so that glare is not cast on adjacent properties, regardless of use, or on adjacent streets. All luminaries shall be cut-off types which includes shields or other devices which eliminate all light above an angle of eighty-five (85) degrees, as measured from the vertical axis of the light source. For the purpose of this subsection, "glare" means the brightness of a light source which causes eye discomfort.
- (76) Lighting plan submission. Site plans submitted to the Planning Commission shall include ~~data analyses~~ *an exterior lighting plan*, prepared by persons competent to do so, *illustrating* that the proposed exterior lighting system complies with the standards in this section. *A photometric plan shall be required when a multi-family residential use or a nonresidential use is proposed to be located adjacent to a lot located in a residential district or that is occupied by an existing residential use.*

Fitness Facility

-CHAPTER 1105 – Definitions-

CHAPTER 1105

Definitions

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1105.52 Fence.

1105.53 Financial institution.

1105.53-1 Fitness facility.

1105.54 Floor area.

1105.55 Frontage.

1105.56 Funeral home.

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1105.53-1 FITNESS FACILITY.

"Fitness Facility" means a facility where patrons participate in exercise or similar activities designed to improve and preserve physical fitness, including a health club, gym, CrossFit center, or other similar facility. This definition shall not include a "Recreational Facility".

1105.122 PERSONAL OR PROFESSIONAL SERVICE.

"Personal or professional service" means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, ~~fitness facility~~, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, *music studio*, real estate agency, bookkeeper, tax accountant, plumber or electrician. Personal or professional services do not include sexually oriented businesses.

-CHAPTER 1133 – C-1 Local Commercial District-

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Club ^{9, 11, 13}	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn ^{11, 13}
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery ^{5, 9, 11, 13}
	Publicly Owned or Operated Governmental Facility ^{3, 7}	<i>Fitness Facility</i>
	Public Utility ^{1, 10, 11}	Hospital ^{1, 3, 7, 9, 11, 13}
	Religious Place of Worship ^{1, 3, 7, 11}	Motor Vehicle Filling Station ^{5, 7, 15, 21, 23}
	Urban Garden	Personal or Professional Services with Drive Through ^{2, 7, 15}
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant

-CHAPTER 1135 – C-2 Central Business District-

1135.05 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area ²⁴	Conservation Use	Bed and Breakfast Inn ^{11, 13}
Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area ²⁴	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery ^{5, 9, 11, 13}
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	Conference Center, Banquet Facility, or Meeting Hall
	Public Utility ^{1, 10, 11}	<i>Fitness Facility</i>
	Religious Place of Worship ^{1, 3, 7, 11}	Hospital ^{1, 3, 7, 9, 11, 13}
	Urban Garden	Hotel or Motel
		Major or Minor Motor Vehicle Repair ^{7, 15, 21, 23}
		Mixed Use Building - Including First Floor Residential Units in the Public Square Area
		Motor Vehicle Filling Station ^{5, 7, 15, 21, 23}
		Motor Vehicle Sales ¹⁵
		Museum
		Outdoor Dining ²⁸
		Personal or Professional Services with Drive Through ²
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive Through or Drive-In ^{2, 7, 15}

-CHAPTER 1137 – C-3 General Commercial District-

1137.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-3 General Commercial District:

Residential	Public/Semi-Public	Commercial
None	Club	Bar or Tavern
	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		<i>Fitness Facility</i>
		Funeral Home
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Minor Motor Vehicle Repair
		Motor Vehicle Sales
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Plant Greenhouse
		Restaurant
		Retail Business less than or equal to 80,000 square feet in Size
		Veterinary Office or Hospital in an Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

-CHAPTER 1141 – I-1 Industrial District-

1141.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
None	Conservation Use	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash ²
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		<i>Fitness Facility</i>
		Heavy Manufacturing ^{17, 26, 27}
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

Short Term Rentals

-CHAPTER 1105 – Definitions-

CHAPTER 1105

Definitions

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1105.134 Setback.

1105.135 Sexually oriented business.

1105.135-1 Short term rental.

1105.136 Sign.

1105.137 Sign face.

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1105.09 BED AND BREAKFAST INN.

"Bed and breakfast inn" means a structure in which paying guests are lodged on an overnight basis, and may be served breakfast in connection with their lodging. Meals shall be served only to guests. The owner or operator of a bed and breakfast inn shall live on the premises.

1105.047 DWELLING UNIT.

"Dwelling unit" means one or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for the same, and including a room or rooms for living, sleeping and eating.

1105.068 HOTEL.

"Hotel" means a building in which lodging is provided and offered to the public for compensation and which is open to transient guests, as distinguished from a boarding house and/or a lodging house where all rooms are accessed through an inside lobby or interior corridor where additional ancillary services such as a restaurant, meeting rooms and fitness facilities may be provided. See "Motel".

1105.99 MOTEL.

"Motel" means any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed as overnight sleeping quarters for tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motor lodges and tourists courts where each sleeping room is accessed from the exterior of the building. Additional accessory services such as restaurants, meeting rooms and fitness facilities may be an integral part of the motel facility.

1105.135-1 SHORT TERM RENTAL.

"Short term rental" means the rental of a single dwelling unit in which lodging is provided and offered to the public for compensation and which is open to transient guests. This definition shall not include a "Hotel", "Motel", or "Bed and Breakfast Inn".

-CHAPTER 1125 – R-2 Medium Density Urban Residential District -

1123.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R- 2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Cemetery ^{3, 7, 16}	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School ^{1, 3, 5, 6, 11}	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 3, 4, 5, 9, 11, 18, 19}	
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12}	

-CHAPTER 1125 – R-3 High Density Urban Residential District-

1125.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Cemetery ^{3, 7, 16}	None <i>Short Term Rental</i>
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School ^{1, 3, 5, 6, 11}	
Manufactured Housing Park or Mobile Home Park ^{3, 5, 7, 8, 9, 10, 11, 13, 20, 22}	Educational Institution - Junior High School, Middle School, Intermediate School, and High School ^{1, 3, 5, 7, 11}	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 3, 4, 5, 9, 11, 18, 19}	
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12}	

-CHAPTER 1129 – M-U Multi-Use District-

1129.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the M-U Multi-Use District:

Residential	Public/Semi-Public	Commercial
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office
		Personal or Professional Services without a Drive Through
		<i>Short Term Rental</i>

-CHAPTER 1135 – C-2 Central Business District-

1135.03 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-2 Central Business District:

Residential	Public/Semi-Public	Commercial
Attached Single-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Club	Bar or Tavern
Multi-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Restaurant
		Retail Business
		<i>Short Term Rental</i>
		Other Similar Uses as Determined by the Planning Commission

-Chapter 1145 – Off Street Parking and Circulation-

1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.

- (a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

Commercial Uses	Formula
Sexually Oriented Business	One (1) space for each 200 square feet of gross floor area.
<i>Short Term Rental</i>	<i>One (1) space for each bedroom.</i>
Veterinary Office or Hospital	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

-Chapter 1155 – Supplemental Regulations-

CHAPTER 1155

Supplemental Regulations

1155.01 Fences.

1155.02 Performance standards.

1155.03 Portable storage units.

1155.04 Outdoor vending machines and carrier service boxes.

1155.05 Dumpsters, recycling and donation boxes.

1155.06 Solar panels.

1155.07 Home occupation.

1155.08 Parking and occupancy of boats, camping vehicles, motor home/recreational vehicle, and trailers in residential districts.

1155.09 Parking of commercial vehicles, buses, trailers or trucks in residential districts.

1155.10 Regulations for drive-in, drive-through, or carry-out eating and drinking establishments.

1155.11 Outdoor storage and outdoor display of bulk goods in commercial and industrial districts.

1155.12 Outdoor storage in residential districts.

1155.13 In-law suites.

1155.14 Wind turbine and wind energy systems.

1155.15 Pedestrian connection.

1155.16 *Short term rentals.*

1155.16 SHORT TERM RENTALS.

- (a) *The maximum overnight occupancy of a short term rental shall not exceed two (2) persons per bedroom, plus two (2) additional people.*
- (b) *The hosting of events including, but not limited to, weddings, receptions, parties, or similar gatherings shall not be permitted at short term rentals.*
- (c) *A short term rental shall only be permitted within four thousand (4,000) feet of the Medina Uptown Park which is bound by East Liberty Street, South Broadway Street, East Washington Street, and South Court Street.*

**Proposed Amendments to
the Zoning Code:
Part Eleven of the
City of Medina Codified
Ordinances**

10/15/2024

Zoning Amendment, Variance, Site Plan, and Conditional Zoning Certificate Review

-Chapter 1107 – Administration and Enforcement-

1107.06 ZONING ORDINANCE AMENDMENT APPLICATION.

A proposed amendment to the text or map of this Ordinance may be recommended or requested by the Planning Commission, Council, the Administration or any other citizen or property owner of Medina. The application for such amendment shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed amendment at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, recommend to Council the approval, approval with modification, or disapproval of the proposed amendment. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.

1107.08 APPEALS AND VARIANCES.

- (e) Review by the Board. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Board. Notice of the hearing shall be published in a newspaper of general circulation in the City at least ten (10) days prior to the date of the hearing, and sent by mail or personal delivery to the owners of property for which a variance request is being considered, and to all owners of property adjacent to and directly across the street from the property in question. At the hearing, a party may appear in person or by agent or by attorney.
- (f) Decision by the Board. The concurring vote of three (3) members of the Board shall be necessary to reverse an order, requirement, decision, or determination of the Planning Director, or to decide in favor of the applicant any matter upon which they are required to pass judgment. The Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, in accordance with the guidelines set forth herein. The Board shall render a decision within forty-five (45) days of the Board's initial meeting. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.

To that end, the Board shall have all the powers of the officer or body from whom the appeal was taken and may issue or direct the issuance of a permit. With an affirmative decision, the Board may impose conditions. The decision of the Board shall be final, but the City, with approval by the Council, or any person having an interest affected by a decision of the Board, may appeal to the Court of Common Pleas, and to any Court of final jurisdiction.

-Chapter 1109 – Site Plan-

1109.01 PURPOSE.

Before the issuance of a zoning certificate or conditional zoning certificate, the Planning Commission or Planning Director shall review and approve site plans as identified below.

- (a) Site plan review by the Planning Commission shall be required for the following:
- (1) New Construction or Initial Development. New construction of a principal building or initial development of a site, with the exception of a single-family residential use or two-family residential use;
 - (2) Floor Area Increase - Major. An increase in floor area of a principal nonresidential building by more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
 - (3) Nonresidential Accessory Building - Major. New construction or increase in floor area of a nonresidential accessory building with a floor area greater than two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;
 - (4) Outdoor Use - Major. Establishment or expansion of a nonresidential outdoor use of more than five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
 - (5) Parking Lot - New or Major Expansion. Establishment of a parking lot or the expansion of an existing parking lot of more than thirty percent (30%) of the existing spaces;
 - (6) Facade Alterations - Major. Facade alterations to a multi-family residential or nonresidential building which alter the building's existing architectural character;
 - (7) Multi-Family Dwelling Unit Increase. An increase in the number of dwelling units for a multi-family residential use; or
 - (8) New Street Construction. Any development that requires off-site construction of a new street or road.
- (b) Site plans for the following may be reviewed and approved by the Planning Director. If the Planning Director determines that the project is beyond the scope of a minor development, he/she shall forward the site plan to the Planning Commission for review and approval.
- (1) Single or Two-Family Residential Uses. New construction or an increase in floor area of a principal building with a single-family residential use or two-family residential use;
 - (2) Floor Area Increase - Minor. An increase in floor area of a nonresidential building by less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or less than or equal to ten thousand (10,000) square feet for properties located in the I-1 zoning district;
 - (3) Accessory Building - Minor. New construction or increase in floor area of any residential accessory building or a nonresidential accessory building with a floor area less than or equal to two thousand five hundred (2,500) square feet or fifty percent (50%) of the principal structure's floor area, whichever is less;
 - (4) Outdoor Use - Minor. Establishment or expansion of a nonresidential outdoor use of less than or equal to five thousand (5,000) square feet for properties not located in the I-1 zoning district or more than ten thousand (10,000) square feet for properties located in the I-1 zoning district;
 - (5) Parking Lot - Minor Expansion. Expansion of an existing parking lot of less than or equal to thirty percent (30%) of the existing spaces; or

- (6) Facade Alterations - Minor. Facade alterations to any single-family residential building or two-family residential building or facade alterations to a multi-family residential or nonresidential building which do not alter the existing architectural character.

1109.02 APPLICATION PROCEDURE.

Any application for site plan review as provided for by this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review and Action by the Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. Notice of the application shall be sent by mail or personal delivery to the owners of property for which the application is being considered, and to all owners of property adjacent to and directly across the street from the property in question. The Planning Commission shall review the proposed site plan at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Board shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting. The Planning Commission's review and action shall be based on the following standards:

-CHAPTER 1153 – Conditional Zoning Certificates-

1153.02 PROCEDURES FOR MAKING APPLICATION.

Any application for a conditional zoning certificate for any land or structure permitted under this Zoning Ordinance shall be submitted in accordance with the following procedures:

- (c) Review by Planning Commission. Within thirty (30) days of receiving a complete application, the Planning Director shall forward the application, along with any supporting materials and plans, to the Planning Commission. The Planning Commission shall review the proposed conditional zoning certificate at one or more of its regular meetings, and within forty-five (45) days after the date of the Commission's initial meeting, approve, approve with modification, or disapprove the application. If a request made by the applicant to continue the review of the application at a subsequent meeting is granted, the Commission shall approve, approve with modification, or disapprove the application within forty-five (45) days after the date of such subsequent meeting.

- (g) Termination. The conditional zoning certificate shall become void at the expiration of one (1) year after the date of issuance unless the conditionally permitted use has commenced for applications that do not include the construction of a new building. The conditional zoning certificate shall become void at the expiration of two (2) years after the date of issuance unless the conditionally permitted use has commenced for applications that include the construction of a new building.

Fencing

**-Chapter 1155 – Supplemental Regulations-
1155.01 FENCES.**

(c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:

(1) Fence Height Limits and Exceptions.

District	Front Yard (height in feet)	Front Yard with Side Street Lot Line (height in feet)	Side Yard (height in feet)	Rear Yard (height in feet)
R-1, R-2, R-3, and R-4 or M-U with a Residential Use	3 ⁵	3 ⁴	6 ¹	6 ¹
C-5, C-1, C-2, and C-3 or M-U with a Nonresidential Use	3 ²	3 ⁴	10 ³	10 ³
I-1	6 ^{2,3}	6 ^{2,3}	10 ³	10 ³
O-C and P-F	8 ³	8 ³	8 ³	8 ³

Exceptions:

¹Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.

²Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.

³Barbed wire not to exceed twelve (12) inches in height may be added to the top of the fence.

⁴Fences set back fifteen (15) feet or more from the side street lot line may be six (6) feet in height. Fences set back less than fifteen (15) feet from the side street lot line may be up to six (6) feet in height with approval from the Planning Commission if the Commission finds the fence does not obstruct pedestrian or vehicular visibility and is compatible with the surrounding area.

⁵For lots with double frontage, fence heights may be increased to six (6) feet in the yard located opposite the building's front facade.

(d) Materials.

- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
- (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in I-1, O-C, and P-F districts.
- (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
- (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
- (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

Roofed Porch Setbacks

-CHAPTER 1113 – Zoning Districts; General Regulations-

1113.05 GENERAL USE REGULATIONS.

- (k) Projections into Yard Areas. Every part of a required yard shall be open to the sky unobstructed, except for accessory buildings in a rear yard, and except for the ordinary projections of skylights, sills, belt-courses, cornices and ornamental features projecting not to exceed twelve (12) inches.
 - (1) Terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the level of the ground (first) story may project into a required side yard, provided these projections are distant at least two (2) feet from the adjacent lot line.
 - (2) The ordinary projections of chimneys or flues are permitted into the required side, rear and front yards.
 - (3) An open unenclosed porch or paved terrace may project into the required front and rear yard for a distance not to exceed ten (10) feet.
 - (4) A roofed porch with walls that are fifty percent (50%) enclosed or less may project into the required rear yard a distance not to exceed ten (10) feet.

Parking Lot Lighting

-CHAPTER 1145 – Off-Street Parking and Circulation-

1145.09 PARKING AREA DESIGN.

- (c) Illumination of Parking Areas. Parking and circulation areas, pedestrian areas, and related outdoor areas shall be illuminated to provide safety and security to users of these areas, to provide security for property, and to maintain privacy for adjacent properties. Exterior lighting shall be designed, installed, and maintained according to the following standards:
 - (1) Illumination levels. Illumination shall be consistent across the site and shall be designed so as not to generate dark spots that create safety issues in vehicular use and pedestrian areas.
 - (2) Light trespass. In order to maintain privacy, exterior lighting shall be designed and maintained to provide a maximum of one (1) horizontal footcandle illumination at side or rear property lines which are adjacent to a residential use or zoning district.
 - (3) Measurement. Light levels shall be measured in footcandles with a direct reading, portable light meter. Measurements shall be taken along a horizontal plane at a height of three and one-half (3½) feet above the ground.
 - (4) Luminaire height.
 - A. The total height of exterior lights shall not exceed the following height regulations. Height shall be measured from the average grade surrounding each light pole or structure to the top of the light fixture:

District	Maximum Height
R-1, R-2, and R-3	15 feet
R-4, O-C, M-U, P-F, C-S, C-1, and C-2	20 feet
C-3 and I-1	25 feet

- B. The Planning Commission may approve greater heights upon a showing by the applicant that the additional height complies with both of the following standards:
 - 1. The additional height is necessary to efficiently illuminate outdoor areas; and

2. The additional height will have no adverse effect on adjacent properties.
- (5) Glare. Exterior lighting shall be designed and maintained so that glare is not cast on adjacent properties, regardless of use, or on adjacent streets. All luminaries shall be cut-off types which includes shields or other devices which eliminate all light above an angle of eighty-five (85) degrees, as measured from the vertical axis of the light source. For the purpose of this subsection, "glare" means the brightness of a light source which causes eye discomfort.
- (6) Lighting plan submission. Site plans submitted to the Planning Commission shall include an exterior lighting plan, prepared by persons competent to do so, illustrating that the proposed exterior lighting system complies with the standards in this section. A photometric plan shall be required when a multi-family residential use or a nonresidential use is proposed to be located adjacent to a lot located in a residential district or that is occupied by an existing residential use.

Fitness Facility

-CHAPTER 1105 – Definitions-

CHAPTER 1105

Definitions

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1105.52 Fence.

1105.53 Financial institution.

1105.53-1 Fitness facility.

1105.54 Floor area.

1105.55 Frontage.

1105.56 Funeral home.

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1105.53-1 FITNESS FACILITY.

"Fitness Facility" means a facility where patrons participate in exercise or similar activities designed to improve and preserve physical fitness, including a health club, gym, CrossFit center, or other similar facility. This definition shall not include a "Recreational Facility".

1105.122 PERSONAL OR PROFESSIONAL SERVICE.

"Personal or professional service" means any for profit service enterprise or occupation involving the dispensation of a licensed service (excluding medical services) primarily to the general public such as: health club, day spa, shoe repair, barber shop, beauty salon, bank or other federally insured financial institution, laundromat, music studio, real estate agency, bookkeeper, tax accountant, plumber or electrician. Personal or professional services do not include sexually oriented businesses.

-CHAPTER 1133 – C-1 Local Commercial District-

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Club ^{9, 11, 13}	Bar or Tavern
	Conservation Use	Bed and Breakfast Inn ^{11, 13}
	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery ^{5, 9, 11, 13}
	Publicly Owned or Operated Governmental Facility ^{3, 7}	Fitness Facility
	Public Utility ^{1, 10, 11}	Hospital ^{1, 3, 7, 9, 11, 13}
	Religious Place of Worship ^{1, 3, 7, 11}	Motor Vehicle Filling Station ^{5, 7, 15, 21, 23}
	Urban Garden	Personal or Professional Services with Drive Through ^{2, 7, 15}
		Research and Development Laboratory with No External Hazardous, Noxious, or Offensive Conditions
		Restaurant

-CHAPTER 1135 – C-2 Central Business District-

1135.05 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-2 Central Business District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Attached Single-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area ²⁴	Conservation Use	Bed and Breakfast Inn ^{11, 13}
Multi-Family Dwellings within a Mixed Use Building - Including Ground Level Residential Units in the Public Square Area ²⁴	Educational Institution - Technical School, Vocational School, College, or University	Child Day Care Center or Nursery ^{5, 9, 11, 13}
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	Conference Center, Banquet Facility, or Meeting Hall
	Public Utility ^{1, 10, 11}	Fitness Facility
	Religious Place of Worship ^{1, 3, 7, 11}	Hospital ^{1, 3, 7, 9, 11, 13}
	Urban Garden	Hotel or Motel
		Major or Minor Motor Vehicle Repair ^{7, 15, 21, 23}
		Mixed Use Building - Including First Floor Residential Units in the Public Square Area
		Motor Vehicle Filling Station ^{5, 7, 15, 21, 23}
		Motor Vehicle Sales ¹⁵
		Museum
		Outdoor Dining ²⁸
		Personal or Professional Services with Drive Through ²
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant with Drive Through or Drive-In ^{2, 7, 15}

-CHAPTER 1137 – C-3 General Commercial District-

1137.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-3 General Commercial District:

Residential	Public/Semi-Public	Commercial
None	Club	Bar or Tavern
	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Fitness Facility
		Funeral Home
		Hotel or Motel
		Mixed Use Building - Residential Excluded from Ground Level Floor
		Minor Motor Vehicle Repair
		Motor Vehicle Sales
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Plant Greenhouse
		Restaurant
		Retail Business less than or equal to 80,000 square feet in Size
		Veterinary Office or Hospital in an Enclosed Building
		Other Similar Uses as Determined by the Planning Commission

-CHAPTER 1141 – I-1 Industrial District-

1141.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the I-1 Industrial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
None	Conservation Use	Building Materials Sales Yard and Lumber Yard
	Educational Institution- Technical School, Vocational School, College, or University	Car Wash ²
	Passenger Transportation Agency and Terminal	Commercial Entertainment
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	Commercial Recreation
	Wireless Telecommunication Facility	Contractor's Equipment Storage Yard - Must be Completely Enclosed if Facing a Residential District
		Crematorium
		Fitness Facility
		Heavy Manufacturing ^{17, 26, 27}
		Motor Vehicle Sales - Only including Rental and Minor Repair Work
		Recreation Facility
		Retail Business

Short Term Rentals

-CHAPTER 1105 – Definitions-

CHAPTER 1105

Definitions

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1105.134 Setback.

1105.135 Sexually oriented business.

1105.135-1 Short term rental.

1105.136 Sign.

1105.137 Sign face.

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1105.09 BED AND BREAKFAST INN.

"Bed and breakfast inn" means a structure in which paying guests are lodged on an overnight basis, and may be served breakfast in connection with their lodging. Meals shall be served only to guests. The owner or operator of a bed and breakfast inn shall live on the premises.

1105.047 DWELLING UNIT.

"Dwelling unit" means one or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for the same, and including a room or rooms for living, sleeping and eating.

1105.068 HOTEL.

"Hotel" means a building in which lodging is provided and offered to the public for compensation and which is open to transient guests, as distinguished from a boarding house and/or a lodging house where all rooms are accessed through an inside lobby or interior corridor where additional ancillary services such as a restaurant, meeting rooms and fitness facilities may be provided. See "Motel".

1105.99 MOTEL.

"Motel" means any building or group of buildings containing sleeping rooms, with or without cooking facilities, designed as overnight sleeping quarters for tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motor lodges and tourists courts where each sleeping room is accessed from the exterior of the building. Additional accessory services such as restaurants, meeting rooms and fitness facilities may be an integral part of the motel facility.

1105.135-1 SHORT TERM RENTAL.

"Short term rental" means the rental of a single dwelling unit in which lodging is provided and offered to the public for compensation and which is open to transient guests. This definition shall not include a "Hotel", "Motel", or "Bed and Breakfast Inn".

-CHAPTER 1125 – R-2 Medium Density Urban Residential District -

1123.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R- 2 Medium Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Cemetery ^{3, 7, 16}	Short Term Rental
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School ^{1, 3, 5, 6, 11}	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 3, 4, 5, 9, 11, 18, 19}	
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12}	

-CHAPTER 1125 – R-3 High Density Urban Residential District-

1125.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-3 High Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1, 3, 5, 7, 9, 11, 13}	Cemetery ^{3, 7, 16}	Short Term Rental
Group Home up to 8 Individuals	Conservation Use	
In-Law Suite	Educational Institution - Pre-School, Kindergarten, and Elementary School ^{1, 3, 5, 6, 11}	
Manufactured Housing Park or Mobile Home Park ^{3, 5, 7, 8, 9, 10, 11, 13, 20, 22}	Educational Institution - Junior High School, Middle School, Intermediate School, and High School ^{1, 3, 5, 7, 11}	
Two-Family Dwelling	Public or Quasi-Public Owned Park or Recreation Facility ^{1, 3, 4, 5, 9, 11, 18, 19}	
	Publicly Owned or Operated Government Facility ^{3, 7, 8, 11}	
	Religious Place of Worship ^{1, 3, 7, 11, 12}	

-CHAPTER 1129 – M-U Multi-Use District-

1129.02 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the M-U Multi-Use District:

Residential	Public/Semi-Public	Commercial
Single-Family Attached Dwelling	None	Bed and Breakfast Inn
Single-Family Detached Dwelling		Convenience Retail
Two-Family Dwelling		Funeral Home
		Office
		Personal or Professional Services without a Drive Through
		Short Term Rental

-CHAPTER 1135 – C-2 Central Business District-

1135.03 PRINCIPALLY PERMITTED USES.

The following uses shall be permitted in the C-2 Central Business District:

Residential	Public/Semi-Public	Commercial
Attached Single-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Club	Bar or Tavern
Multi-Family Dwellings within a Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area	Passenger Transportation Agency and Terminal	Clinic
		Commercial Entertainment
		Commercial Recreation
		Convenience Retail
		Mixed Use Building - Not including Ground Level Residential Units in the Public Square Area
		Off-Street Parking Lot, Garage or Deck
		Office
		Personal or Professional Services
		Restaurant
		Retail Business
		Short Term Rental
		Other Similar Uses as Determined by the Planning Commission

-Chapter 1145 – Off Street Parking and Circulation-

1145.04 SCHEDULE OF PARKING REQUIREMENTS AND STANDARDS.

- (a) Schedule of Parking Requirements. Accessory off-street parking spaces shall be provided not less than as set forth in the following schedule:

Commercial Uses	Formula
Sexually Oriented Business	One (1) space for each 200 square feet of gross floor area.
Short Term Rental	One (1) space for each bedroom.
Veterinary Office or Hospital	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

-Chapter 1155 – Supplemental Regulations-

CHAPTER 1155

Supplemental Regulations

1155.01 Fences.

1155.02 Performance standards.

1155.03 Portable storage units.

1155.04 Outdoor vending machines and carrier service boxes.

1155.05 Dumpsters, recycling and donation boxes.

1155.06 Solar panels.

1155.07 Home occupation.

1155.08 Parking and occupancy of boats, camping vehicles, motor home/recreational vehicle, and trailers in residential districts.

1155.09 Parking of commercial vehicles, buses, trailers or trucks in residential districts.

1155.10 Regulations for drive-in, drive-through, or carry-out eating and drinking establishments.

1155.11 Outdoor storage and outdoor display of bulk goods in commercial and industrial districts.

1155.12 Outdoor storage in residential districts.

1155.13 In-law suites.

1155.14 Wind turbine and wind energy systems.

1155.15 Pedestrian connection.

1155.16 Short term rentals.

1155.16 SHORT TERM RENTALS.

- (a) The maximum overnight occupancy of a short term rental shall not exceed two (2) persons per bedroom, plus two (2) additional people.
- (b) The hosting of events including, but not limited to, weddings, receptions, parties, or similar gatherings shall not be permitted at short term rentals.
- (c) A short term rental shall only be permitted within four thousand (4,000) feet of the Medina Uptown Park which is bound by East Liberty Street, South Broadway Street, East Washington Street, and South Court Street.

RESOLUTION NO. 188-24

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION, AUTHORIZING THE NECESSARY TAX LEVIES, AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Resolution accepting the 2025 amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor is hereby accepted as provided by the Medina County Auditor.
- SEC. 2:** That a copy of the Resolution provided by the Medina County Auditor is marked Exhibit A, attached hereto and made a part hereof.
- 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 that the rates must be certified to the County Auditor before November 1, 2024 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: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Res. 188-24

ANTHONY P. CAPRETTA

Medina County Auditor

144 North Broadway St. • Medina, Ohio 44256

Date: September 27, 2024

To: Township Fiscal Officers
Village Fiscal Officers/Clerks
City Finance Directors
Library Treasurers

From: Kristen Johnson, Tax Settlements *KJ*
Medina County Auditor's Office

Re: Resolution Accepting Amounts & Rates

Attached please find your copies of the:

1. Extension Letter from the Ohio Department of Taxation
2. Resolution Accepting Amounts and Rates

The Extension Letter is for your audit next year. It indicates the reason for extending the dates for the Resolution Accepting Rates.

This Resolution must be approved and returned to our office by **November 1, 2024**.

If you have an additional levy, a replacement levy or a renewal levy with an increase on the ballot for November and it passes, you will be sent another Resolution Accepting Amounts and Rates after the election. The updated resolution must be approved and returned to our office by **November 29, 2024**.

If you have any questions, please call me at 330-725-9766 or email at kjohnson@ohmedinaco.org.
Thank you!

Res 188-24
Exh. A

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of MEDINA, MEDINA
County, Ohio, met in Regular session on the 28th day of October
(Regular Or Special)
2024, at the office of Medina City Council with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2025
and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Auditor of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of MEDINA.

MEDINA County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$1,703,000	2.10	
Police Pension		\$902,400	1.10	
Ambulance Fund	\$1,784,400			3.20
TOTAL	\$1,784,400	\$2,605,400	3.20	3.20

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. RENEWAL	2.20	\$1,106,400
AMBULANCE Fund: Levy authorized by voters on NOVEMBER 5, 2019 for not to exceed 5 years. INCREASE	1.00	\$678,000

and be it further
RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this
 Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20_____.

Attest:

 President of Council

 Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Medina County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files

and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby

certify that the foregoing is taken and copied from the original Res. 188-24

now on file, that the foregoing has been compared by me with said original document,

and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. Res. 188-24

Medina
COUNCIL OF THE CITY OF

County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR

(City Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Auditor

By _____
Deputy

ORDINANCE NO. 189-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVOCABLE USE PERMIT WITH JAMES SIPOS TO USE OR OCCUPY THE FRAMED SHED LOCATED ON CITY PARK PROPERTY KNOWN AS CITY LOT NO. 5720, ADJACENT TO THE RESIDENCE AT 1050 STURBRIDGE DRIVE.

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

- SEC. 1: That the Mayor is hereby authorized to execute a Revocable Use Permit with James A. Sipos to use or occupy the framed shed located on City park property known as City Lot 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. Sipos's property at 1050 Sturbridge Drive, Medina, Ohio.
- SEC. 2: That a copy of the Revocable Use Permit is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3: That the Clerk of Council is hereby directed to file the Revocable Use Permit with the Medina County Recorder.
- 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

REVOCABLE USE PERMIT

ORD. 189-24
Exh. A

Permission is hereby granted to **James A. Sipos ("Permittee")** to use or occupy the framed shed located on City park property known as City Lot No. 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. Sipos's property at 1050 Sturbridge Drive, Medina, Ohio. The framed building is owned by the Permittees and is located on City-owned park property. The area of encroachment is shown on the property sketch attached hereto and incorporated herein as "Exhibit A." Permission is not granted for any other use or structures on City-owned property.

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the City of Medina has in exercising its jurisdictional powers and this permit shall be binding upon the City of Medina and the Permittee, his heirs, successors, and assigns.

The City of Medina, for any reason and at any time, may order the removal of the encroachment that is the subject of this use permit. If for any reason the City of Medina or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation, or repair of the encroachment, it shall be promptly undertaken at the sole expense of Mr. Sipos. The parties agree that the framed building shall be removed at the property owner's expense upon any sale or transfer of the property known as Permanent Parcel No. 028-19D-10-286 unless a separate revocable use permit is granted by City of Medina to the subsequent property owner. Failure on the part of the Permittee to conform to the provisions of this permit shall be cause for suspension, revocation, or annulment of this permit, as the City of Medina deems necessary, and the City may remove the encroachment at the Permittee's sole expense. The Permittee shall indemnify and hold the City of Medina harmless from any and all liability, loss, claim, suit, and damage which the City of Medina may incur on account of death or injury to any person, and for damage to or loss of property of the City of Medina, arising out of or resulting from the presence or existence of the encroachment in the encroachment area. Permittee shall not be responsible to indemnify and hold the City of Medina harmless from liability caused by the City of Medina's (and its employees and agents') own negligence or intentional tortuous conduct.

No alterations may be made to the encroachment except that the Permittee may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachment is removed or destroyed, no new facility shall be permitted to encroach on the City park without the express, written consent of the City of Medina. The encroachment for which this permit is issued shall be subject to all permits required by the City of Medina. A site plan of the intended encroachment is attached to and incorporated into this permit as "Exhibit A."

Any requests relative to these encroachments shall be made in writing to the following:

Law Director
City of Medina
132 North Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

Dated at Medina, Ohio _____ day of _____, 2024

CITY OF MEDINA

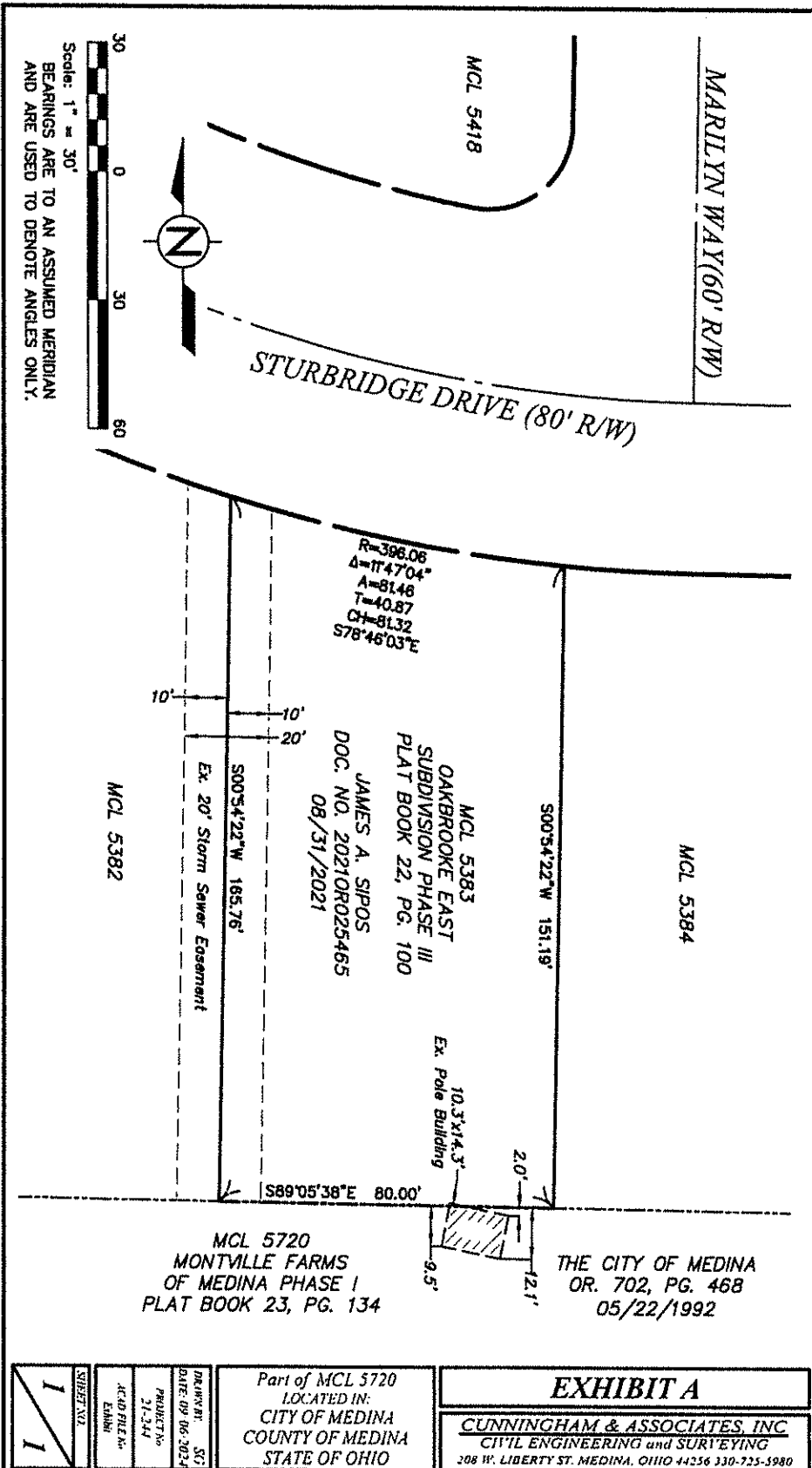
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, City of Medina, by **Dennis Hanwell**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC



1	1
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SHEET NO.	1
PROJECT NO.	21-344
ACAD FILE NO.	ENR01
DATE: 09/06/2024	
DRAWN BY: SC	

Part of MCL 5720
LOCATED IN:
CITY OF MEDINA
COUNTY OF MEDINA
STATE OF OHIO

EXHIBIT A

CUNNINGHAM & ASSOCIATES, INC
CIVIL ENGINEERING and SURVEYING
308 W. LIBERTY ST. MEDINA, OHIO 44256 330-725-5980

ORDINANCE NO. 190-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVOCABLE USE PERMIT WITH DOMINIC P. CHEFF III AND GINA A. CHEFF TO USE OR OCCUPY THE FRAMED SHED LOCATED ON CITY PARK PROPERTY KNOWN AS CITY LOT NO. 5720, ADJACENT TO THE RESIDENCE AT 1044 STURBRIDGE DRIVE.

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

- SEC. 1:** That the Mayor is hereby authorized to execute a Revocable Use Permit with Dominic P. Cheff III and Gina A. Cheff to use or occupy the framed shed located on City park property known as City Lot 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. and Mrs. Cheff's property at 1050 Sturbridge Drive, Medina, Ohio.
- SEC. 2:** That a copy of the Revocable Use Permit is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Clerk of Council is hereby directed to file the Revocable Use Permit with the Medina County Recorder.
- 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

REVOCABLE USE PERMIT

ORD. 190-24
Exh. A

Permission is hereby granted to **Dominic P. Cheff III and Gina A. Cheff** ("**Permittees**") to use or occupy the framed shed located on City park property known as City Lot No. 5720, Permanent Parcel No. 028-19D-14-024, located adjacent to Mr. and Mrs. Cheff's property at 1044 Sturbridge Drive, Medina, Ohio. The framed building is owned by the Permittees and is located on City-owned park property. The area of encroachment is shown on the property sketch attached hereto and incorporated herein as "Exhibit A." Permission is not granted for any other use or structures on City-owned property.

The granting of this permit shall not be construed as an abridgement or waiver of any rights which the City of Medina has in exercising its jurisdictional powers and this permit shall be binding upon the City of Medina and the Permittees, his heirs, successors, and assigns.

The City of Medina, for any reason and at any time, may order the removal of the encroachment that is the subject of this use permit. If for any reason the City of Medina or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation, or repair of the encroachment, it shall be promptly undertaken at the sole expense of Mr. and Mrs. Cheff. The parties agree that the framed building shall be removed at the property owner's expense upon any sale or transfer of the property known as Permanent Parcel No. 028-19D-10-285 unless a separate revocable use permit is granted by City of Medina to the subsequent property owner. Failure on the part of the Permittees to conform to the provisions of this permit shall be cause for suspension, revocation, or annulment of this permit, as the City of Medina deems necessary, and the City may remove the encroachment at the Permittees' sole expense. The Permittees shall indemnify and hold the City of Medina harmless from any and all liability, loss, claim, suit, and damage which the City of Medina may incur on account of death or injury to any person, and for damage to or loss of property of the City of Medina, arising out of or resulting from the presence or existence of the encroachment in the encroachment area. Permittees shall not be responsible to indemnify and hold the City of Medina harmless from liability caused by the City of Medina's (and its employees and agents') own negligence or intentional tortuous conduct.

No alterations may be made to the encroachment except that the Permittees may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachment is removed or destroyed, no new facility shall be permitted to encroach on the City park without the express, written consent of the City of Medina. The encroachment for which this permit is issued shall be subject to all permits required by the City of Medina. A site plan of the intended encroachment is attached to and incorporated into this permit as "Exhibit A."

Any requests relative to these encroachments shall be made in writing to the following:

Law Director
City of Medina
132 North Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

Dated at Medina, Ohio _____ day of _____, 2024

CITY OF MEDINA

DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, City of Medina, by **Dennis Hanwell**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC

Accepted this _____ day of _____, 2024

DOMINIC P. CHEFF III, Property Owner

GINA A. CHEFF, Property Owner

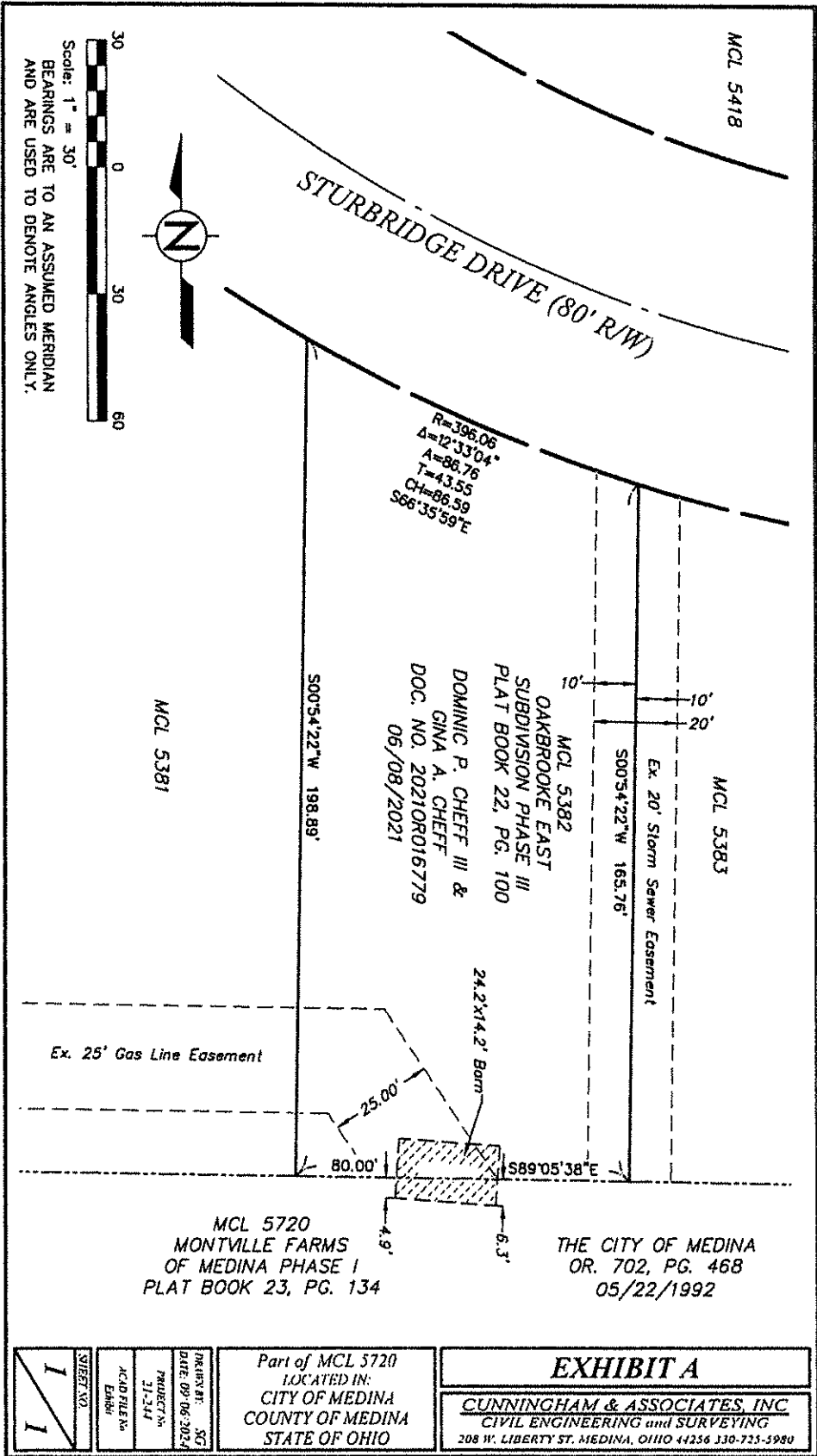
STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, **Dominic P. Cheff III and Gina A. Cheff**, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and his voluntary act individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal at this _____ day of _____, 2024, at Medina, Ohio.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 Elmwood Avenue
P.O. Box 703
Medina, OH 44258
(330)722-9070



1	STREET NO.
	1
ACAD FILE NO.	31-244
PROJECT NO.	31-244
DATE	09/06/2023
REVISION	SG

Part of MCL 5720
 LOCATED IN:
 CITY OF MEDINA
 COUNTY OF MEDINA
 STATE OF OHIO

EXHIBIT A

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

ORDINANCE NO. 191-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EUTHENICS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE SOUTH HUNTINGTON STREET BRIDGE REPLACEMENT PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Professional Services Agreement with Euthenics, Inc. for engineering design services for the South Huntington Street Bridge Replacement Project.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$311,249.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, 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

Effective date:

ORD-191-24
Exh. A

An Agreement for the Provision of Limited Professional Services

Design Professional: Euthenics, Inc.		Client: City of Medina	
8235 Mohawk Drive		132 North Elmwood Avenue	
Strongsville, Ohio 44136		Medina, Ohio 44256	
		Attn: Patrick Patton, P.E.	
Project No.: 1314		Date: October 7, 2024	
Project Name: South Huntington Street Bridge Replacement Project (PID 120263)			
Location: City of Medina Ohio			
Scope of Services: See Attached Scope and Fee			
Fee Arrangement: Cost Plus Net Fee plus Expenses – See Attached Scope and Fee			
Principals	\$	Technicians	\$
Engineer	\$	Clerical	\$
Retainer Amounts:			
Special Conditions:			
Offered by: <i>Alan R. Piatak</i> <small>Signature</small>		Accepted by: (Client):	
Alan R. Piatak / President <small>Printed name / title</small>		<small>Signature</small>	<small>Date</small>
<small>Printed name / title</small>		<small>Printed name / title</small> <small>Signature indicates the authority to bind the company to the terms herein</small>	
<u>The terms and conditions on the reverse of this form are part of this Agreement.</u>			

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 0%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

~~The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.~~

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.

October 2017

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK
CITY OF MEDINA, OHIO**

SCOPE OF SERVICES

The project is to prepare contract plans and specifications for the replacement of the bridge carrying South Huntington Street over Champion Creek in the City of Medina, Medina County, Ohio. This written scope of services further defines the design team's scope in relation to the ODOT LPA Scope of Services on file for this project.

Upon notice to proceed, Euthenics will gather all existing data including plans, utilities, survey control, and right of way information. Contact will be made to OHIO811 (formerly OUPS). A utility spreadsheet will be developed listing ownership, address and contacts, and documenting all correspondence. Euthenics will prepare and send out Property Owner Notification Letters.

All survey will be by field methods. The field survey will include the following items:

Primary project control, benchmarks, and reference points; existing centerline & right-of-way including location of property pins and property lines; all planimetric and terrain topographic features such as plan view view features (guardrail, signs, etc.), DTM features needed for ground surface (ground and pavement elevations), overhead and underground utilities, and storm drainage pipes; bridge survey including deck and roadway over bridge, approach slabs, abutments and piers, and bottom of beam elevations; and stream cross-sections for hydraulics. The data obtained from this survey will be reduced to a graphic format AutoCAD Civil 3D basemap which will be used for final design. The survey will be performed in accordance with the latest version of ODOT's Survey and Mapping Specifications.

A hydraulic analysis will be performed to size the required waterway opening. An existing conditions model will be created to establish baseline flow conditions and a proposed conditions model will be created to verify the proposed bridge achieves a no rise condition. The bridge is not located within a FEMA Flood Zone. Creek profiles and cross sections used for hydraulic analysis will be obtained from field survey. USGS Streamstats will be used for hydrology and the existing and proposed condition models will be developed using HEC-RAS. A scour analysis using the FHWA Hydraulic Toolbox is included in this task.

The anticipated replacement bridge is a single-span prestressed concrete composite box beam bridge on stub abutments. The new bridge will be supported on shallow or deep foundations contingent on the recommendations of the Geotech Report. The intent is to replace the existing bridge with a new bridge that has a low chord set equal to or above the existing low chord such that the waterway opening is not reduced. This will ensure that hydraulic requirements are satisfied with the project. The proposed bridge will be designed in accordance with the latest AASHTO LRFD and ODOT Bridge Design Manual standards. An abbreviated Design Report will be submitted during preliminary design to document the selection of the proposed bridge and summarize why it was chosen over other structure types.

The remaining design services will be in accordance with the latest ODOT & AASHTO manuals. The proposed bridge width is estimated to be 40' wide. The anticipated work limits are approximately 100 feet south of the bridge to the intersection with West Smith north of the bridge. The horizontal and vertical alignments are expected to be maintained to the maximum extent practicable. The vertical alignment may be raised slightly to accommodate a deeper bridge deck compared to the existing wearing surface. Cross-sections will be developed to verify grading impacts and limits due to the widened bridge. New drive profiles, apron details, and guardrail assemblies will be designed with the project. Drainage will be analyzed with spread calculations and storm sewer analysis using ODOT's CDSS software to ensure that drainage design requirements are met. The roadway will be closed to traffic during construction.

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK
CITY OF MEDINA, OHIO**

SCOPE OF SERVICES

Upon confirmation that the intended replacement structure satisfies the design standards and hydraulic requirements, staged plan submittals will be made following ODOT plan requirements. These services include Water Works Design and Sanitary Design as a result of the existing utilities being impacted by construction. Limited lighting work is anticipated and that work will consist of providing conduits and pull boxes for future lighting. A breakdown of the anticipated plan sheets are provided in the breakdown of the estimated manhours.

Plan submittals will be combined to help expedite the project schedule. We anticipate submitting a Preliminary Design Report which will include the H&H Report, Draft Geotechnical Report, Stage 1 Plans, and a Preliminary Engineer's Cost Estimate. Upon approval of this submission, a combined Stage 2/3 Plans will be developed and submitted. Once Stage 2/3 Plans are approved, a complete PS&E submittal will be made that will include all necessary items for plan filing with ODOT Central Office (Final Plans, Final Cost Estimate, Geotechnical Certification Letter, Right of Way Certification Letter, and Utility Note).

Proposed work is expected to extend outside of the existing right of way with permanent and temporary takes required. Euthenics will develop Preliminary and Final Right of Way plans including legal descriptions and closure calculations so that the City can acquire the proposed right of way necessary for the construction of this project.

Right of Way Acquisition services to obtain the necessary right of way for the project will be performed by ORC. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Geotechnical Services will be provided by SME including a Geotechnical Report with foundation Recommendations. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Environmental services to obtain environmental clearance for the project will be performed by Lawhon. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

On-going services during construction are not included in the scope of services.

A detailed breakdown of the proposed work tasks, engineering fees and estimated manhours are enclosed.

ORDINANCE NO. 192-24

**AN ORDINANCE AMENDING ORDINANCE NO. 163-24,
PASSED SEPTEMBER 9, 2024, PERTAINING TO THE
AGREEMENT WITH IamGIS FOR GEOGRAPHIC
INFORMATION SYSTEMS (GIS) SERVICES**

WHEREAS: Ordinance No. 163-24, passed September 9, 2024, authorized an increase to the expenditure to IamGIS from \$42,000.00 to \$44,750.00; and

WHEREAS: Ordinance No. 163-24, passed September 9, 2024, failed to authorize the Mayor to sign the Statement of Work.

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

SEC. 1: That the Mayor is hereby authorized to sign the Statement of Work for IamGIS to provide Geographic Information Systems (GIS) Services for the Engineering Dept.

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Form of Statement of Work Schedule

ORD. 192-24
EXH. A

This Statement of Work ("Statement of Work"), adopts and incorporates by reference the terms and conditions of the Customer Agreement ("Agreement"), which was previously entered into between the Parties iamGIS Group, LLC ("iamGIS") and City of Medina, OH Water Dept. ("Customer"), as it may be amended from time to time. This Statement of Work is effective beginning on 8/1/2024 ("SOW Effective Date") and will remain in effect until 5/31/2026 ("Expiration Date"), unless earlier terminated in accordance with the Agreement. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

1. Deliverables:

- Enhanced background satellite imagery (EagleView)
- Update and provide Support for Customer's iamGIS basemap with Enhanced Imagery layer

2. Pricing. All costs listed below are based on the scope and assumptions included in this Statement of Work.

- Prorated amount for 8/1/2024 – 5/31/2025 (10 months) = \$1,250 – Invoiced
- Annual amount for 6/1/2025 – 5/31/2026 (12 months) = \$1,500 – Invoiced 6/1/2025 with iamGIS Software Services bill

Item	Price	Billing Terms
Enhanced Imagery	\$1,500/year	On the effective date, iamGIS will invoice Customer in full for the annual Software Services fees, and on an annual basis thereafter, according to the terms outlined in the Agreement.
Total:	\$1,250 (invoiced) \$1,500 (invoiced 6/1/2025)	

3. Other Statement of Work-specific Terms and Conditions.

Customer invoiced along with contract

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.

iamGIS:
iamGIS Group, LLC

Customer:
City of Medina, OH Water Dept.

Name:
Title:
Date:

Name:
Title:
Date:

ORDINANCE NO. 193-24

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
A SANITARY SEWER EASEMENT FROM THE LEGACY
HOTEL OF MEDINA, LLC.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept a Sanitary Sewer Easement from the Legacy Hotel of Medina, LLC.
- SEC. 2:** That the Easement is marked Exhibit A, attached hereto and incorporated herein, is part of Medina City Lot 9423, Parcel No. 028-19A-21-402.
- 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

Sanitary Sewer Easement

ORD.193-24
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollar (\$1.00) and other good and valuable consideration recited herein given to LEGACY HOTEL OF MEDINA 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 sanitary sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SANITARY 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:

Said easement is granted upon parcel number: 028-19A-21-402

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

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 observe, maintain, repair, or replace the proposed sanitary sewer and appurtenances if any maintenance issues arise. Grantee will be responsible for all excavation and backfill associated with any such maintenance activities but all surface restoration will be the responsibility of the Grantor.
2. Grantee will for its successors and assigns agrees that it will use its best efforts to have any future maintenance of the proposed sanitary sewer main and appurtenances undertaken by a competent sanitary sewer main contractor who shall complete said construction as expeditiously as possible.

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 without written consent from the City of Medina; 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. Grantor shall complete the installation and testing of the proposed sanitary sewer and appurtenances in accordance with the plans and/or specifications approved by the City of Medina and Board of County Commissioners of Medina County, Ohio.
3. Authorize the City of Medina and the Board of County Commissioners of Medina County, Ohio and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 257 S. Court Street; Permanent Parcel No. 028-19A-21-402, part of Medina City Lot 9423 with the necessary equipment to observe, maintain, repair and or replace the proposed sanitary sewer and appurtenances. The Grantee will complete all

excavation and backfilling necessary to observe, maintain, repair or replace the sanitary sewer and appurtenances.

4. Release the City of Medina and the Board of County Commissioners of Medina County, Ohio, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason for the observaton, maintenance, repair or replacement of the sanitary sewer main and appurtenances at the property designated as 257 S. Court Street; Permanent Parcel No. 028-19A-21-402, part of Medina City Lot 9423.
5. Grantor shall replace any existing surface treatment, pavement, patio pavers, lawn, landscaping, shrubbery, or other improvements which may be damaged as a result of future maintenance, repair, or replacement of the sanitary sewer and appurtenances by the Grantee.
6. Grantor will secure and protect all permanent structures associated with the sanitary sewer in the easement area.
7. Grantor will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

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.



Cunningham & Associates, Inc.

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

EXHIBIT A

Legal Description for Varied Width Sanitary Easement
Project No. 22-137
July 25, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9423 as shown by plat recorded in Document Number 2024PL000016 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of said MCL 9423, also being a point on the Western Right-of-Way of South Court Street, having a 66-foot Right-of-Way;

Thence along the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 114.87 feet to a point thereon and the TRUE PLACE OF BEGINNING of the Easement Area herein described;

Thence at a right angle and perpendicular to the Northern line of said MCL 9423, bearing South 00°03'54" West, a distance of 10.35 feet to a point;

Thence at a right angle and parallel to a portion of the Northern line of said MCL 9423, bearing North 89°56'06" West, a distance of 41.71 feet to a point;

Thence, bearing South 04°57'40" West, a distance of 125.76 feet to a point on the Southern line of aforesaid MCL 9423;

Thence along the Southern line of said MCL 9423, bearing North 89°40'53" West, a distance of 20.07 feet to a point thereon;

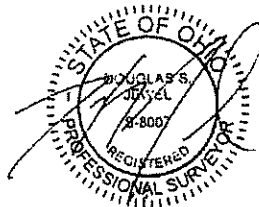
Thence, bearing North 04°57'40" East, a distance of 135.57 feet to a point on the Northern line of said MCL 9423;

Thence along the Northern line of said MCL 9423 bearing, North 89°05'15" East, a distance of 28.17 feet to an angle point therein;

Thence continuing along the Northern line of said MCL 9423, bearing South 89°56'06" East, a distance of 32.78 feet to a point thereon and the TRUE PLACE OF BEGINNING containing 0.0721 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 July 2024.



SITUATED IN THE CITY OF
 MEDINA, COUNTY OF OHIO
 AND BEING KNOWN AS PART
 OF MEDINA CITY LOT 9423

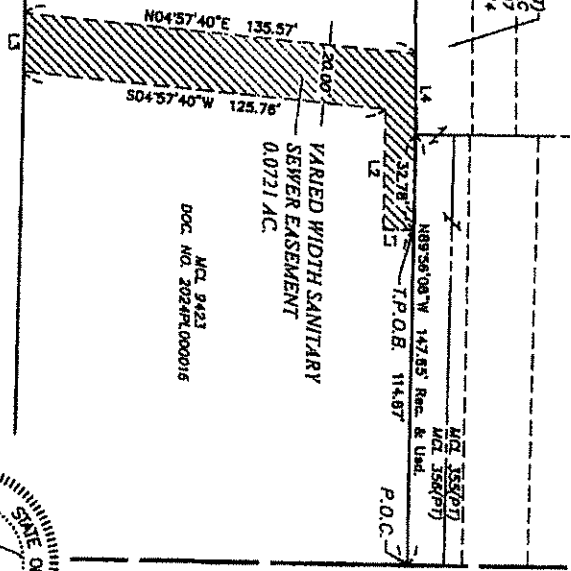
MCL 384 (P1)
 HRR PROPERTIES, LLC
 DOC. NO. 201409012297
 06/20/2014

MCL 9423
 RING REAL ESTATE LLC
 DOC. NO. 1993080643031
 12/20/1999

Line #	Direction	Length
L1	S00°54'W	10.35
L2	N89°36'06"W	41.71
L3	N89°40'53"W	20.07
L4	N89°03'15"E	28.17

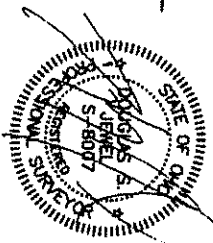


BEARINGS ARE TO AN ASSUMED MERIDIAN
 AND ARE USED TO DENOTE ANGLES ONLY.



MCL 358 (P1)
 THE CITY OF MEDINA
 OR 211, PG 33
 07/17/1984

MCL 9423
 DOC. NO. 20244FL000016



SOUTH COURT STREET (66' R/W)

EXHIBIT B

Part of MCL 9423
 LOCATED IN:
 CITY OF MEDINA
 COUNTY OF MEDINA
 STATE OF OHIO

CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING and SURVEYING
 201 W. LIBERTY ST. MEDINA, OHIO 44758 330-727-1980

DATE 07/17/1984	PROJECT MCL 9423	BY CUNNINGHAM & ASSOCIATES, INC.	SCALE AS SHOWN
--------------------	---------------------	-------------------------------------	-------------------

ORDINANCE NO. 194-24

AN ORDINANCE AMENDING ORDINANCE NO. 71-24, PASSED APRIL 9, 2024, RELATIVE TO THE EXPENDITURE TO SIGNAL SERVICE COMPANY, FOR THE STREET DEPARTMENT.

WHEREAS: Ordinance No. 71-24, passed April 9, 2024, authorized the increase of the expenditure to Signal Service Company to \$62,000.00; and

WHEREAS: It has become necessary to further increase the expenditure in order to cover expenses related to damage of the traffic control cabinet at W. Liberty and N. State Street.

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

SEC. 1: That Ordinance No. 71-24, passed April 9, 2024, is hereby amended to increase the expenditure to Signal Service Company, in the amount of \$68,460.00, increasing P.O. No. 2024001125 from \$62,000. To \$130,460.00 for the Street Department.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 195-24

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) VENTRAC TRACTOR 4520N FOR THE STREET AND
WATER DEPARTMENTS.**

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) Ventrac Tractor 4520N with attachments and purchased utilizing the Sourcewell Purchasing Program through Mast-Lepley Turf, is hereby authorized for the Street and Water Departments.

SEC. 2: That the funds to cover this purchase, in the amount of \$50,367.50, are available as follows: \$25,183.75 in Account No. 105-0610-54413 and \$25,183.75 in Account No. 513-0533-54413.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 196-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING AGREEMENT BETWEEN THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE CITY OF MEDINA, OHIO PERTAINING TO THE PROSPECT STREET BRIDGE PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the Prospect Street Bridge Project.
- SEC. 2:** That a copy of the Preliminary Engineering Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That the funds to cover this agreement in the estimated amount of \$12,000.00 are available in Account No. 108-0610-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

WLE _____ Subdivision Mile Post _____

Agreement No. _____

PRELIMINARY ENGINEERING AGREEMENT

This Engineering Agreement (“Agreement”) is made as of _____, 2024 by and between **Wheeling & Lake Erie Railway Company**, a Delaware corporation with its principal place of business in Ohio (“RAILROAD”), and the **CITY OF MEDINA, OHIO**, (“CITY”)

EXPLANATORY STATEMENT

1. The CITY wishes to facilitate the development of plans for the replacement of the City’s Prospect Street Bridge (MED-MR262-0.29 (Prospect Bridge) adjacent to the RAILROAD’s _____ Subdivision tracks at Mile Post _____, in the City of Medina in Medina County, OH. (the “Project”).
2. Removal and replacement of the existing water and storm sewer lines crossing below the railroad crossing structure is proposed at Mile Post _____, and the CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1 Generally. The work to be done by RAILROAD under this Agreement shall consist of: (1) the preparation or review and approval of engineering and design plans, specifications, drawings and other documents pertaining to the Project, (2) the preparation of cost estimates for RAILROAD’s work in connection with the Project, and (3) the review of construction cost estimates, site surveys, assessments, studies and related construction documents submitted to RAILROAD by the CITY for the Project (“**Engineering Work**”). Engineering Work may also include: (1) office reviews, (2) field reviews, (3) attendance at hearings and meetings, and (4) preparation of correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RAILROAD to perform work which, in RAILROAD’s opinion, is not relevant to RAILROAD’s participation in the Project.
- 1.2 Effect of RAILROAD Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), RAILROAD signifies only that the Plans and improvements constructed in accordance with the Plans satisfy RAILROAD’s requirements.

RAILROAD expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY, or any other purpose of such Plans or improvements constructed in accordance with the Plans.

2. Reimbursement of RAILROAD Expenses.

2.1 Reimbursable Expenses. The CITY shall reimburse RAILROAD for all costs and expenses incurred by RAILROAD in connection with the Engineering Work, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to consultants and subcontractors by RAILROAD and (6) RAILROAD labor, together with RAILROAD labor overhead percentages established by RAILROAD pursuant to applicable law, (collectively, "**Reimbursable Expenses**").

2.2 Estimate. RAILROAD has estimated the total Reimbursable Expenses for the Project to be approximately **\$12,000.00** (the "**Estimate**" as amended or revised). As per 23 CFR 646.216 (d) (vi), RAILROAD shall submit an itemized estimate for approval by the CITY prior to beginning work. In the event RAILROAD anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the CITY with the revised Estimate of total Reimbursable Expenses for the CITY's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RAILROAD may elect, by delivery of notice to the CITY, to immediately cease all further Engineering Work, unless and until CITY provides such approval and confirmation.

2.3 Federal Reimbursement. Any federal reimbursement to the CITY for railroad work performed on projects undertaken pursuant to the provisions of 23 CFR part 646, subpart B, shall be made in accordance with 23 CFR part 140, subpart I, as applicable.

2.4 Payment Terms

2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the "**Payment Schedule**," as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.

2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.

2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

Wheeling & Lake Erie Railway Company
100 East First Street
Brewster, Ohio 44613

3. Appropriations. The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.
4. Termination.
- 4.1 By the CITY. The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.
- 4.2 By RAILROAD. RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.
- 4.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.
5. Subcontracts. RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.
6. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RAILROAD: Wheeling & Lake Erie Railway Company
 100 East First Street
 Brewster, OH. 44613
 Attention: Jeffrey A. Davis, Jr.
 Manager of Real Estate

If to the CITY: Ohio Department of Transportation
 1980 W. Broad Street
 Columbus, OH. 43223
 Attn: Patrick Patton, City Engineer

7. Project Construction. Nothing contained in this Agreement shall be deemed to constitute RAILROAD's approval of or consent to the construction of the Project.
8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. RAILROAD may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. RAILROAD shall consult with the CITY prior to assignment. Upon assignment of this Agreement by RAILROAD and the assumption by RAILROAD's assignee of RAILROAD's obligations under this Agreement, RAILROAD shall have no further obligations under this Agreement. The CITY shall not assign its rights or obligations under this Agreement without RAILROAD's prior written consent, which consent may be withheld for any reason.
11. Termination by Operation of Law. If engineering efforts covered under said agreement are not complete by June 30, 2019, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2019, and ending no later than June 30, 2021; until such time as engineering efforts covered under said agreement are complete. Said renewal is conditioned upon the CITY determining future appropriations will permit the CITY to renew said obligations.
12. Record Keeping Requirements. The RAILROAD shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. During the period covered by this contract and until the expiration of three years after final payment under this contract, the RAILROAD agrees to provide CITY, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the RAILROAD involving transactions related to this contract.
13. Conflicts of Interest

- 13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
14. Equal Employment Opportunity
- 14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- 14.3 RAILROAD agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. RAILROAD shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the RAILROAD's compliance with Title VI.
15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally, RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.

16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.
19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
 - 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
 - 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.
23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.

24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.

26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.

27. Signatures. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Ohio Department of Transportation:

By: _____
 Dennis Hanwell
 Mayor

Wheeling & Lake Erie Railway Company

By: _____
 Print Name: _____
 Title: _____

EXHIBIT A

PAYMENT SCHEDULE

Progress Payments

Notwithstanding anything to the contrary set forth in this Agreement, the CITY shall pay RAILROAD in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, the CITY shall remit full payment to RAILROAD, with no retainage, for its Reimbursable Expenses within thirty (30) days following delivery to the CITY of an invoice.

RESOLUTION NO. 197-24

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR THE CYBERSECURITY SOFTWARE AND SERVICES GRANT FOR THE MEDINA MUNICIPAL COURT.

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 for grant assistance for the Cybersecurity Software and Services Grant to assist with improving cybersecurity infrastructure for the Medina Municipal Court.
- 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 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. 198-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR JOB #1096, THE REAGAN PARK COLD STORAGE BUILDING.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1096, the Reagan Park Cold Storage Building, in accordance with plans and specifications on file in the office of the Mayor, for the Parks Department.
- SEC. 2:** That the estimated cost of the project, in the amount of \$165,000.00, is available as follows: \$112,779.00 in Account No. 104-0301-54412 and \$52,221.00 in Account No. 389-0301-54412.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 199-24

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 183-23, PASSED NOVEMBER 13, 2023,
RELATIVE TO THE PAVILION RENTAL FEES FOR THE
PARKS AND RECREATION DEPARTMENT.**

WHEREAS: Ordinance No. 183-23, passed November 13, 2023, authorized an amendment to the Pavilion Rental Fees for the Parks and Recreation Department; and

WHEREAS: The Pavilion Rental Fees for the Parks and Recreation Department currently read as follow:

PAVILION USE

Resident	\$25.00 weekdays	\$35.00 weekends / holidays
Non-resident	\$35.00 weekdays	\$45.00 weekends / holidays
Non-profit	\$25.00 weekdays	\$25.00 weekends / holidays

These fees are for a 3-hour time limit per day. The only exclusion from the non-profit fee is the Medina City School District, Buckeye Local School District, community fundraisers, community outreach programs, and City sponsored events. Any changes made after the pavilion booking has occurred will incur a \$5.00 administrative fee.

UPTOWN PARK / GAZEBO

Type of Event	Size of Event	Deposit Amount *	Resident/Non-Profit	Non-Resident/Corp.
Wedding / Gathering	1—200	\$100.00	\$100.00	\$200.00
Small Event	201—500	\$750.00	\$200.00	\$400.00
Large Event	501 +	\$1,500.00	\$500.00	\$1,000.00
Multi-Use Event	6+ similar events per year	Same as above event and size	50% discount—on base fee, \$50 additional per day beyond 6	\$200.00 per day

*Deposit Refund subject to inspection by designee of the Mayor

ADDITIONAL FEES (Upon Request)**

****If additional services are required but not requested by Permit Holder, costs will be withheld from the deposit.**

Garbage	\$75.00 Per Collection
Snow Removal	\$75.00 Per Day
Barricades / Road Closures	\$35.00
Sound System – Basic	\$50.00 per event. No charge for non-profit organizations
Sound System – Distributed	\$100.00 per day including non-profit organizations

*Park users are prohibited to use the sound system between the hours of 11:00 pm – 8:00 am

Spider Boxes First 3 spider boxes are free. Each additional spider box is \$25.00 per location.
 Electricity Available at no charge at the corner arches, bandstand and the Gazebo.

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

SEC. 1: That the Pavilion Rental Fees for the Parks and Recreation Department shall be amended to read as follow:

PAVILION USE

Resident \$25.00 weekdays \$35.00 weekends / holidays
 Non-resident \$35.00 weekdays \$45.00 weekends / holidays
 Non-profit \$25.00 weekdays \$25.00 weekends / holidays

These fees are for a 3-hour time limit per day. The only exclusion from the non-profit fee is the Medina City School District, Buckeye Local School District, community fundraisers, community outreach programs, and City sponsored events. Any changes made after the pavilion booking has occurred will incur a \$5.00 administrative fee.

UPTOWN PARK / GAZEBO

Type of Event	Size of Event	Deposit Amount *	Resident/Non-Profit	Non-Resident/ <u>Corp. For Profit</u>
Wedding / Gathering	1—200	\$100.00	\$100.00	\$200.00
Small Event	201—500	\$750.00	\$200.00	\$400.00
Large Event	501 +	\$1,500.00	\$500.00	\$1,000.00
Multi-Use Event	6+ similar events per year	Same as above event and size	50% discount—on base fee, \$50 additional per day beyond 6	\$200.00 per day

*Deposit Refund subject to inspection by designee of the Mayor

**** Special Event insurance is required for small events and large events in the Uptown Park. A copy of a Certificate of Insurance must be submitted insuring the responsible party for liability insurance coverage of not less than bodily injury \$500,000.00 each person, \$1,000,000.00 aggregate and property damage \$500,000.00 each occurrence, \$1,000,000.00 aggregate naming the City of Medina as an additional insured.**

ADDITIONAL FEES (**Upon Request)

If **additional services are required but not requested by Permit Holder, costs will be withheld from the deposit.

Garbage \$75.00 Per Collection
 Snow Removal \$75.00 Per Day
 Barricades / Road Closures \$35.00

Sound System – Basic \$50.00 per event. No charge for non-profit organizations

Sound System – Distributed \$100.00 per day including non-profit organizations

*Park users are prohibited to use the sound system between the hours of 11:00 pm – 8:00 am

Spider Boxes First 3 spider boxes are free. Each additional spider box is \$25.00 per location.

Electricity Available at no charge at the corner arches, bandstand and the Gazebo.

SEC. 2: **That Ordinance 183-23, passed November 13, 2023 is hereby repealed.**

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

Effective date:

ORDINANCE NO. 200-24

AN ORDINANCE AUTHORIZING THE DISBURSEMENT OF A CREDIT FROM MEDICAL MUTUAL (MMO), PERTAINING TO A 2023 CONTINGENT PREMIUM REFUND, AND DECLARING AN EMERGENCY.

WHEREAS: The City has received a \$146,337.26 credit from Medical Mutual of Ohio (MMO) for a 2023 contingent premium refund; and

WHEREAS: The Council intends to share a portion of this refund with employees; and

WHEREAS: The remainder of the refund will be used by the City to pay the City’s portion of the MMO premium.

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

SEC. 1: That the Council hereby authorizes a reduction in the Employee Contribution to healthcare of up to \$73,150.00. This Reduction will be granted as a \$66.50 reduction to the premium deduction for 10 paychecks for qualifying employees who meet the following requirements:

1. Were employed by the City of Medina and covered by the City of Medina’s healthcare policy during 2023; and
2. Are employed by the City of Medina and covered by the City of Medina’s healthcare policy at the time the paycheck with the reduced premiums are processed; and

SEC. 2: That the remainder of the premium refund shall be retained in the General Fund of the City.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the credit can be disbursed as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor