

REQUESTS FOR COUNCIL ACTION/DISCUSSION

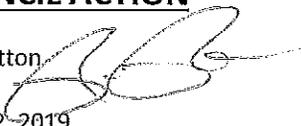
Finance Committee

- 19-066-4/8 – Expenditure Over \$15,000 – Fire Safety Services
- 19-067-4/8 – Then & Now – Pradco – Fire Dept.
- 19-068-4/8 – General Liability Insurance Renewal – USI
- 19-069-4/8 – Amend P&Z Code, Expand Downtown Parking District Number 1
- 19-070-4/8 – Bids, Job #1033: Lafayette Road Sidewalks
- 19-071-4/8 – Agreement w/ Ohio Edison – Pole Removals & Relocations
- 19-072-4/8 – City Hall Parking Structure – Design Build Contractor
- 19-073-4/8 – Real Estate Purchase Agreement – Vacant Land on S. Elmwood
- 19-074-4/8 – Revision to Job Descriptions, Amend 31.07 S&B Code
- 19-075-4/8 – Budget Amendments
- 19-076-4/8 – Increase Expenditure to MNJ Technologies - MCRC

4/8/19

REQUEST FOR COUNCIL ACTION

NO. RCA 19.024.1/28

FROM: Patrick Patton 

COMMITTEE REFERRAL: Streets + Sidewalks
C-O-W

DATE: January 22, 2019

SUBJECT: Discussion of the S. Broadway St Reconstruction Project

This request is in regard to the S. Broadway Street Reconstruction Project. We ask for Council's comments regarding two issues relating to the project:

1. The width of the reconstructed street.
 - The existing street width of S. Broadway is 20 feet; our City code requires residential streets to be 24 feet. (25w/curbs)
2. The brick street design, and specifically, the funding source for the brick.
 - As shown on the attached, City ordinances currently require this street to remain as a brick street. As written, only the affected property owner could change whether or not the street should be done in a material other than brick. There is additional cost to install the brick pavers, Council must determine if the City will bear this cost or if the cost should be assessed to the property owners. 470,000 grant

As a reminder, we have acquired a grant to help fund a portion of this project:

- OPWC funds: \$ 478,000.
- City of Medina 108 funds: \$ 830,712.
- TOTAL: \$1,308, 712.

2-5-19- Pat - preparing plan grant pay for 1/3 of it.

- Plan to replace as is.
- A lot more expensive to use brick.
- stamped should have similar life span. *Patton breaks down*
- Property owners have authority to decide. *(could chip*
- 60% of property owners (30) to make other than brick
- we can assess as much as we want.
- 21 ft. street

Thank you for your consideration.

ESTIMATED COST: None

SUGGESTED FUNDING:

- Paul - suggest discussion or survey w precedents first.
- Coyne - character of neighborhood has changed - a lot of rentals there
- BRICK is outdated now.
- Have petition at meeting
- Reuse brick - bring cost down a bit.
- Grant to Lafayette only.
- Issue letter + formalized date for meeting. (C-O-W)

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

2-5-19 Hold meeting + send letter

Council Action Taken:

Ord./Res. Number:

Date:

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Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

2-5-19 Hold meeting + send letter

Council Action Taken:

Ord./Res. Number:

Date:

PROJECT DIMENSIONS		
NEW STREET		
Length	1,060	feet
Width (brick)	20	feet
Width (concrete)*	21	feet
*Includes a 6 inch concrete curb on each side		
Area (brick pavers on sand)	21,200	sq. ft.
Area (concrete pvmt.)	22,260	sq. ft.

PROJECT DIMENSIONS		
OLD STREET		
Length	1,060	feet
Width (brick)	17	feet
Width (concrete)*	21	feet
*Includes two 2-foot concrete gutters on each side with a 6 inch concrete curb		
Area (brick pavers on sand)	18,020	sq. ft.
Area (concrete pvmt.)	22,260	sq. ft.

OPTION 1		
Typical Residential Pavement 8 inch reinforced concrete		
8 inch concrete & base	\$72.00	per SY
Soil stabilization	\$9.00	per SY
TOTAL per sq. yard	\$81.00	per SY
TOTAL per sq. foot	\$9.00	per SF
Total Budget Estimate	\$200,340	

OPTION 2		
Brick Pavement Brick pavers on 6 inch reinforced concrete		
2.75 inch brick	\$109.33	per SY
6 inch concrete & base	\$62.00	per SY
Soil stabilization	\$9.00	per SY
TOTAL per sq. yard	\$180.33	per SY
TOTAL per sq. foot	\$20.04	per SF
Total Budget Estimate	\$433,134	
Cost difference compared w/Option 1:	\$232,794	
Percentage difference:	116.2%	
Addn'l cost per each property owner	\$7,760	

OPTION 3		
Stamped & Dyed Concrete 8 inch reinforced concrete		
8 inch dyed & stamped concrete & base	\$95.00	per SY
Soil stabilization	\$9.00	per SY
TOTAL per sq. yard	\$104.00	per SY
TOTAL per sq. foot	\$11.56	per SF
Total Budget Estimate	\$244,978	
Cost difference compared w/Option 1:	\$44,638	
Percentage difference:	22.3%	
Addn'l cost per each property owner	\$1,488	

An option to consider: Potential savings available by re-using old brick

Cost per SF to purchase brick:	\$4.50	(\$95,400 total for 21,200 sf)
<u>Cost per SF to install brick:</u>	<u>\$7.65</u>	
TOTAL	\$12.15	per SF

We estimate that we can re-use approximately 2/3 of the old brick.

Amount of re-used brick:	12,013 sf	@ \$1.25 per sf =	\$15,017
Amount of new brick necessary:	<u>9,187 sf</u>	@ \$4.50 per sf =	<u>\$41,340</u>
TOTAL:	21,200 sf	TOTAL:	\$56,357

Savings vs. all new:	\$39,043
Savings of	9.0%

Concerns:

- 1 The 'old' and 'new' brick pavers have different dimensions, including different heights (2.75 inches on new brick, 3.50 inches on old brick)
- 2 Old and new brick cannot be 'mixed' together, they have to be placed apart from each other. This would mean that potentially 500 feet of pavement would be 'new' brick and 560 feet would be 'old' brick.
- 3 To make the different heights (of brick) work, the concrete pavement where the 'new' brick is placed would have to be made 3/4 of an inch taller than the concrete where the 'old' brick is used.
- 4 To re-use the brick, the brick has to be carefully lifted, placed on a pallet, stored somewhere and then returned to the site. There is a cost for this, I've estimated \$1.25 per sf, but it could be higher

COMMENTS TO STREET COMMITTEE REGARDING RED BRICK PAVING ON S. BROADWAY

Per our code (903):

1. S. Broadway shall be 20 feet wide between curbs (the standard City residential pavement is 24 feet wide).
2. Unless Council receives a petition from 60% of the property owners that they desire a concrete pavement, the street MUST be reconstructed with red brick pavement.
3. The process for notifying the property owners of the costs and receiving the petition is as follows:
 - Prior to bidding, Council must decide if the cost for the upgrade to red brick will be assessed to each property owner.
 - Project is to be bid in two options, one with replacing as a red brick street, another will standard concrete pavement.
 - Once actual (bid) costs are known, the City is to submit to property owners a certified letter As well as a letter via regular mail, notifying them of the costs for each option and their share of the costs. The letter will also inform the residents that in order to object to the assessment for a red brick street, they must present a petition to Council signed by at least 60% (as determined by front footage) of the property owners.
 - If this upgrade to red brick is to be assessed, the property owners will be notified that there will be no cost (\$0) to each property owner if a standard concrete pavement is constructed, but that if a red brick pavement is constructed the property owners will be assessed whatever the actual additional cost is (per lineal front foot of curb).
 - After receipt of this notification, property owners have 15 days to file the petition with the Clerk of Council stating their objection to the red brick street.
 - If no petition is received, the street must be completed using red brick.

Section 903.01 (b) (3) of the City's codified ordinances states the following:

Red Brick Streets. All streets or sections of streets, within the City currently surfaced in red brick shall be repaired or reconstructed using red brick, under the following conditions and terms:

When it is decided by the City that a street or section of a street, currently surfaced in red brick needs repair or reconstruction such that a resolution of necessity is needed, the Clerk of Council shall notify all adjacent property owners that such repair or reconstruction is to be done and the comparative costs of such repair or reconstruction being done in red brick or alternative paving. Such notification shall be by certified mail to the tax mailing address of the property owners. Such property owners shall have fifteen days from the date of receipt of the notice (to be figured from the date of the last property owner's receipt of notice) to file with the Clerk of Council a petition setting forth that property owners representing sixty percent (60%) of the adjacent front footage request that such repairs or reconstruction be done in approved material other than red brick. When such a petition is received by the Clerk of Council then the resolution of necessity shall specify that the street shall be repaired or reconstructed in approved material other than red brick. If no petition is filed with the Clerk of Council, then the repair or reconstruction shall be done in red brick. When repairs are such that they may be done without a resolution of necessity, such repairs shall be done in red brick.

- The following City Ordinances and Resolutions Relating to this Issue:
 - City Ordinance No. 42-73 Resolution declaring necessity to improve S. Broadway Street
 - City Ordinance No. 63-73 Resolutions appointing an assessment equalization board to hear objections relative to the improvement of S. Broadway Street
 - City Ordinance No. 65-73 Resolution approving the report of the assessment equalization board on objections to the estimated assessments for S. Broadway Street
 - City Ordinance No. 66-73 Determining to proceed with the improvement of S. Broadway **(***ORDINANCE FAILED***)**
 - City Ordinance No. 126-74 Ordinance authorizing the payment of the costs for the proposed extension of Lake Road and the proposed widening of S. Broadway Street
 - City Ordinance No. 71-80 Authorizing bids for paving bricks for S. Broadway Street
 - City Ordinance No. 81-80 Regarding the issuance of notes for the property owners portion of the improvements to S. Broadway Street
 - City Ordinance No. 89-80 Amending Resolution of Necessity No. 42-73 regarding Improvements to S. Broadway Street
 - City Ordinance No. 134-80 Repealing Ord. No. 81-80 Relative to issuance of notes for the improvements to S. Broadway Street
 - City Ordinance No. 176-81 Ratifying the Action of the Mayor in directing the Law Director to file legal action regarding the results of the November 3, 1981 General Election relative to brick streets.
 - City Ordinance No. 72-82 Repealing Section of the City's Codified Ordinances relative to brick streets.
 - City Ordinance No. 73-82 Relative to the classification of streets by strength **(***this is the current language in the City codified ordinances section 903.01 (b) (3)***)**
 - City Ordinance No. 74-82 Relative to classification of streets by width **(***this is the current language in the City codified ordinances section 903.01 (a) (3)***)**
 - City Ordinance No. 115-82 Regarding the issuance of \$13,089.37 in notes in anticipation of the collection of special assessments for the improvements to Ryan Road
 - City Ordinance No. 68-83 Regarding the improvement of S. Broadway Street
 - City Ordinance No. 90-83 Determining to proceed with the improvement of S. Broadway Street
 - City Ordinance No. 108-83 Regarding the issuance of notes for the property owners portion of the improvements to S. Broadway Street
 - City Ordinance No. 113-84 Regarding the issuance of \$80,000 in notes in anticipation of the collection of special assessments for the improvements to S. Broadway Street
 - City Ordinance No. 73-85 Regarding the issuance of \$62,000 in notes in anticipation of the collection of special assessments for the improvements to S. Broadway Street and Ryan Road
 - City Ordinance No. 95-85 Amending Sections I and II of Ordinance No. 73-85
 - City Ordinance No. 134-89 Establishing a brick street repair program

RCA 19-066-4/8

Finance Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/26/2019

Department: FIRE

Amount: \$18,760.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 107-0110-54413

Vendor: Fire Safety Services

OK
Hansen
3-27-19

Department Head/Authorized Signature: Bel Pat

Item/Description:

Request to purchase 8 sets of Turnout gear (coat & pants)

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

Thank you.

REQUEST FOR COUNCIL ACTION

No. ROA 19-067-4/8

FROM: Keith H. Dirham
DATE: March 21, 2019
SUBJECT: Authorization of payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

Committee: Finance + Council

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pradco for Captain of Fire Department Promotional (see attached invoice). The 2019 purchase order was not created until 3/11/19.

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

ORC 5705.41 (D) (1):

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

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would appreciate the resolution being passed through Finance Committee and Council at the March 25th meeting.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Ord. 60-19
4-8-19



PRADCO

We Understand People

178 East Washington Street
Chagrin Falls, OH 44022
(440) 337-4700

INVOICE

Date

2/16/2019

Account Number

72036

Payment Terms

NET 30 DAYS

CHIEF ROBERT PAINTER
MEDINA FIRE DEPARTMENT
300 WEST REAGAN PARKWAY
MEDINA, OH 44256

\$ _____
AMOUNT ENCLOSED

PAGE 1 of 1

This is your invoice. Please pay the total amount due and return the remittance advice with your check.

Ref. Nbr.	Date	Description	Amount
229051	2/6/2019	Kupec, Mike Fire Captain	1,500.00
229074	2/6/2019	Vazquez, Michael Fire Captain	1,500.00
229088	2/6/2019	Walters, Larry Fire Captain	1,500.00
PO# <u>19-919</u> Line # <u>1</u> Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/> Date: <u>3-7-19</u> Approved: <u>[Signature]</u>			
AMOUNT DUE			\$4,500.00



PRADCO

We Understand People

178 East Washington Street
Chagrin Falls, OH 44022
(440) 337-4700

The services described in this invoice and all future services provided by PRADCO are subject to the terms set forth at original onset of electronic billing. These terms include disclaimers of warranty and limitations of liability. Any conflicting warranties, terms and conditions in the purchase order or any other customer documents are specifically rejected by PRADCO.

OK
D. Hanwell
4-1-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-068-4/8
Committee: Finance + Council

FROM: Mayor Dennis Hanwell
DATE: April 1, 2019
SUBJECT: General Liability Insurance Renewal

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal with Argonaut Insurance Company for General Liability Coverage for the City of Medina, effective 4/1/19 through 4/1/20. The insurance premium is \$142,958 with an additional \$10,500 brokerage fee, for a total of \$153,458. The premium reflects a 2.3% increase from last year. Please note, our broker did not submit this quote to the City until March 29, 2019, due to their extended negotiations with various carriers.

USI

Estimated Cost: \$ 153,458
Suggested Funding:

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

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: YES
Reason: The policy expired April 1, 2019

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 61-19
Date: 4-8-19

Sherry Crow

From: Shannon Bogan <Shannon.Bogan@usi.com>
Sent: Friday, March 29, 2019 4:38 PM
To: Sherry Crow
Subject: FW: CITY OF MEDINA - PROPERTY & LIABILITY INSURANCE RENEWAL
Attachments: Medina Prop - Casualty Fee Agt.doc

Importance: High

Best Regards,

Shannon Bogan
Senior Acct Executive
Commercial Lines Manager
USI Insurance Service LLC
10100 Innovation Drive, Suite 220, Dayton, OH 45342
937.913.1307 | c: 937.499.0975 | f: 866.972.6309 | VOIP 51307
shannon.bogan@usi.com | www.usi.com

*****Please note email address change*****



SUMMIT
AWARD
WINNER
TWO YEAR WINNER

THE USI ONE ADVANTAGE®

Our Approach to Delivering Client Solutions [learn more](#).

Please note that you may not rely on email communication to us to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you have requested.

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From: Shannon Bogan
Sent: Friday, March 29, 2019 3:23 PM
To: scrow@medina.org

Subject: FW: CITY OF MEDINA - PROPERTY & LIABILITY INSURANCE RENEWAL

Importance: High

Hi Sherry,

Attached is the USI Broker Agreement for the upcoming renewal. Please review, sign and forward agreement back at your earliest convenience.

Are we good to bind coverage with Argonaut Insurance? This expires on Sunday? Please let me know as soon as possible so we can advise carrier.

Best Regards,

Shannon Bogan

Senior Acct Executive

Commercial Lines Manager

USI Insurance Service LLC

10100 Innovation Drive, Suite 220, Dayton, OH 45342

937.913.1307 | c: 937.499.0975 | f: 866.972.6309 | VOIP 51307

shannon.bogan@usi.com | www.usi.com

******Please note email address change******



SUMMIT
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From: Rob Beglin

Sent: Thursday, March 28, 2019 5:19 PM

To: scrow@medina.org

Cc: Shannon Bogan <Shannon.Bogan@usi.com>

Subject: CITY OF MEDINA - PROPERTY & LIABILITY INSURANCE RENEWAL

Importance: High

Sherry,

I hope this email finds you well. Thank you for the opportunity to provide you with a renewal quote for the City of Medina. We are pleased to offer the attached renewal summary on behalf of Argonaut Insurance Company. The summary outlines the limits of insurance and other terms and conditions based on the information you submitted to us for the renewal process. During our renewal review and evaluating exposures to loss, we have been dependent upon information provided by the City. If you are aware of any other areas that need to be evaluated, please bring them to our attention as soon as possible and we will provide you with a quote.

The renewal rate remains flat for this years renewal. The expiring contribution is \$150,210 (\$139,710 + \$10,500 Broker Fee). The cost for the 2019 renewal is \$153,458 (\$142,958 + \$10,500 Broker Fee). The renewal premium this year is slightly higher due to the following increases in your exposures:

Street Fund
Highway Fund
Parks & Rec Fund
Police Fund
Fire Fund
RR Renovation Fund
Water Fund
Payroll Fund

*\$3248 increase
2.32%*

In 2018 the city added 10 officers to the police force. Because there was such a drastic increase to the number of officers last year, Trident agreed to let us stair step this increase so as to not hit the City of Medina all at once with a significant increase. Last year we only added a handful of the officers and this year we added the remaining to the law enforcement liability policy.

Please review this proposal carefully and if you have any questions or concerns, please give either Rob or myself a call. Your invoice and auto id cards will be mailed directly to your attention. Once I receive the premium breakdown from the carrier, I will forward to your attention.

In order to bind coverage, we will need the following signed items back from you:

- Signed Consent to Bind – Last Page of Proposal
- Signed Fee Agreement – Attached
- Signed Statement of Values – Property
- Signed Statement of Value - Vehicles
- Signed Terrorism Form either electing or declining coverage (last years

As always, thank you for allowing us the opportunity to provide insurance coverage for the City of Medina. We appreciate your business as well as our relationship.

Best Regards,

Shannon Bogan

Senior Acct Executive

Commercial Lines Manager

USI Insurance Service LLC

10100 Innovation Drive, Suite 220, Dayton, OH 45342



UNDERSTAND. SERVICE. INNOVATE.

INSURANCE RFP RESPONSE

Prepared for:

City of Medina

Policy Period: April 1, 2019 to April 1, 2020

Presented by: Robert M. Beglin, Vice President

Date Prepared: March 27, 2019

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

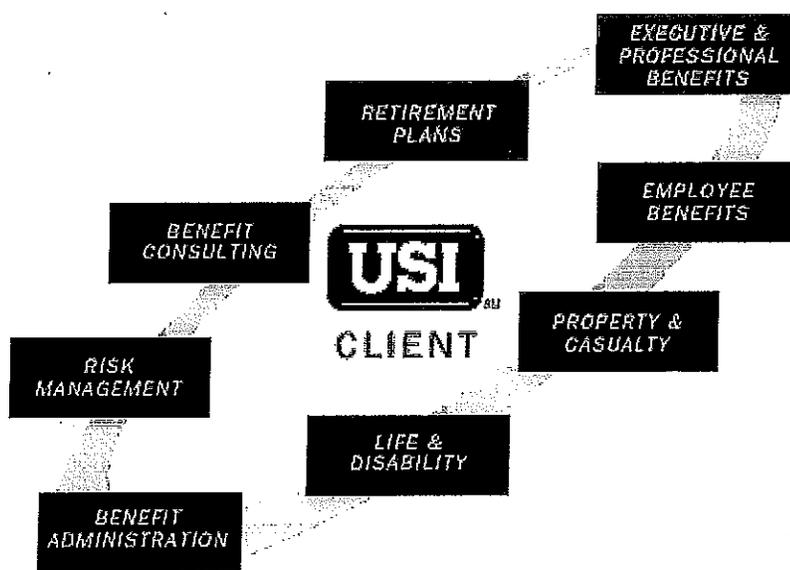
USI Midwest LLC · 10100 Innovation Dr., Suite 220 · Dayton, OH 45342 · 937.223.8891 · www.usi.biz

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About USI

THE POWER OF ONE

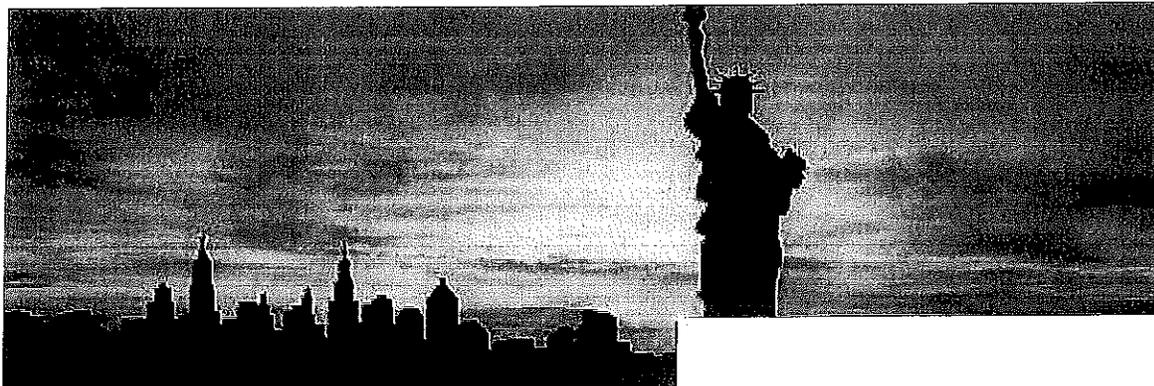
What makes USI different from other traditional brokers and consultants?



A single source.

One point of contact. One service administrator.
One source for all of your insurance and financial services.

USI's unique delivery design gives you unparalleled single-source access to a complete array of linked solutions from our nationwide network of strategic partnerships – and a corresponding, cohesive service program that is not just convenient, but responsive to your risk management profile.



Public Entities

With a long history of partnering with public entities, USI understands that risk management in the public sector is not the same as risk management in the private sector.

Effectively managing risk in the public sector requires the assistance of a special broker who understands the distinct exposures of public entities and one who can work with you in developing a program that best meets your needs.

Making sound decisions regarding loss control and risk financing requires balancing the often-conflicting objectives of maintaining a desirable tolerance of risk while still meeting obligations to provide services, and doing so within a limited budgeting horizon and under what can sometimes be a great deal of political scrutiny.

USI is prepared to assist you with all your risk management needs whether you are a State, County, City Government, Town or Township, School District or Special Purpose District.

PRODUCTS

- Property Insurance Coverage
- Broad Form Commercial Property Including Business Income
- Commercial Inland Marine
- Labor and Machinery
- Commercial Crime
- Commercial Automobile
- Garage
- Ocean Marine
- Aviation

LIABILITY INSURANCE COVERAGE

- Commercial General Liability
- Workers Compensation and Employers Liability
- Industry Liability
- Medical Professional Liability
- Environmental Impairment Liability
- Airport Liability
- Torts and Umbrella Liability

SPECIAL LIABILITY COVERAGE

- Public Officers Liability
- Police Professional Liability
- Educators Legal Liability
- Contracts of Suretyship
- Public Official Bonds

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A.M. Best Rating Guide

<u>Level</u> <u>Category</u>	<u>Level</u> <u>Category</u>	<u>Level</u> <u>Category</u>
A++, A+.....Superior	B, B-.....Fair	D..... Poor
A, A-.....Excellent	C++, C+.....Marginal	E.....Under Regulatory
Supervision		
B++, B+.....Very Good	C, C-.....Weak	F.....In Liquidation
		S.....Rating Suspended

Financial Size Categories

(In \$000 of Reported Policyholder's Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Argonaut Insurance Company	Package	A:XII	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier.

As such, this carrier is not subject to the same regulation which apply to an admitted carrier.

Property

Description	Limit	Deductible
Blanket Building & Contents Limit	\$55,739,288	\$5,000
Earthquake Limit	\$5,000,000	\$50,000
Flood Limit	\$5,000,000	\$50,000
Accounts Receivable	\$250,000	\$5,000
Arson Reward	\$7,500	\$5,000
Building Ordinance or Law	Building Limit	\$5,000
Building Under Construction	\$100,000	\$5,000
Loss to Undamaged Portion of Building	Building Limit	\$5,000
Crime Rewards	\$1,000/\$5,000	\$5,000
Debris Removal	25% of loss	\$5,000
Detached Signs	\$25,000	\$5,000
Extra Expense/Business Income	\$500,000	\$5,000
Fine Arts	\$50,000	\$5,000
Fire Department Service Charge	\$5,000	\$5,000
Fire Equipment Recharge	Included	\$5,000
Flagpoles	\$5,000	\$5,000
Foundations	Included	\$5,000
Newly Acquired or Constructed Property	\$1,000,000 bldg \$500,000 contents	\$5,000
Outdoor Property	\$1,000/\$50,000	\$5,000
Paved Services	Included	\$5,000
Property Off Premises	\$250,000	\$5,000
Personal Property of employees or volunteers	\$1,500/\$50,000	\$5,000
Property in Transit	\$100,000	\$5,000
Pollutant Clean up and Removal	\$25,000	\$5,000

Property - continued

Description	Limit	Deductible
Off Premises Utility Failure	\$100,000	\$5,000
Sewer Backup (Insured's Property)	Included	\$5,000
Valuable Papers	\$250,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Boiler & Machinery

Description	Limit	Deductible
Property	\$55,739,288	\$5,000
Expediting Expense	\$100,000	\$5,000
Hazardous Substances	\$100,000	\$5,000
Computer Equipment	\$100,000	\$5,000
Data Restoration	\$100,000	\$5,000
Spoilage	\$100,000	\$5,000
Service Interruption		24 Hour
Demolition & ICC	\$500,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Inland Marine

Description	Limit	Deductible
Miscellaneous Unscheduled Equipment/ ACV	\$1,175,000	\$1,000
Miscellaneous Scheduled Equipment / RC	\$1,413,857	\$1,000
Communications Equipment/ ACV	\$282,000	\$1,000
Computer Equipment / ACV	\$300,000	\$1,000
Hired, Leased, Borrowed Equipment/RC	\$250,000	\$1,000
Animal Floater	\$18,000	\$1,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Liability

Description	Limit	Deductible
Each Occurrence Limit	\$1,000,000	Nil
General Liability – Aggregate	\$3,000,000	
Damage to Premises Rented to You	\$1,000,000	
Employee Benefits Limit	\$1,000,000	\$1,000
Employer Liability (Ohio Stop Gap)	\$1,000,000	\$1,000
Law Enforcement Liability – Each Occurrence	\$1,000,000	\$10,000
Law Enforcement Liability - Aggregate	\$3,000,000	
Public Official Liability*	\$1,000,000	\$10,000
Public Official Liability Aggregate	\$3,000,000	
Employment Practice Liability*	\$1,000,000	\$10,000
Employment Practice Liability Aggregate	\$3,000,000	
Garage Keepers Liability	\$50,000	\$500

*Retro Date: 4/1/1997

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Automobile

Description	Limit	Deductible
Automobile Liability	\$1,000,000	None
Uninsured/Underinsured Motorists Liability	\$100,000/\$100,000	None
Medical Payments	\$5,000	None
Comprehensive		\$500
Collision		\$500
Non-Owned Liability	Included	None
Hired Car Liability	Included	None
Hired Car Physical Damage	\$50,000	\$500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Excess

Description	Limit	Deductible
Excess Liability Each Occurrence	\$10,000,000	None
Excess Liability Silo Aggregates	\$10,000,000	
Follow form over:		
General Liability		
Ohio Stop Gap Liability		
Law Enforcement Liability		
Public Official Liability		
Employment Practice Liability		
Automobile Liability		

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Premium Summary

Coverage	Proposed Premium
Property	Included
Boiler & Machinery	Included
Earthquake Coverage	Included
Flood Coverage	Included
Inland Marine	Included
General Liability	Included
Employee Benefits Liability	Included
Ohio Stop Gap Liability	Included
Public Official Liability	Included
Employment Practice Liability	Included
Law Enforcement Liability	Included
Automobile Liability	Included
Automobile Physical Damage	Included
\$10MM Excess Liability	Included
Terrorism Coverage	\$ 2,003
Policy Annual Premium	\$140,955
Broker Fee - Argonaut	\$ 10,500
Total Annual Premium Payable to USI Insurance	\$153,458

Payment Terms:

- Annual Payment
- 25% Minimum earned premium
- Premium due upon receipt of invoice

Binding Requirements:

- "Client Authorization To Bind" signed by the insured

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Coverage Endorsements and Exclusions Section

PROPERTY COVERAGE ENDORSEMENTS:

- Replacement Cost
- Margin Clause applicable 125%
- 0% Coinsurance
- 360 –Additional Coverage Modifications
- Liberalization Clause broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
- Loss Payable Clause
- Newly Acquired – automatic up to 120 days for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
- Personal Property of officers and employees of the insured, other than motor vehicles.
- Policy Territory includes the United States of America (its territories and possessions), Puerto Rico and Canada.
- 30 Days Notice of Cancellation – non-renewal or material change.
- 10 Days Notice of Cancellation – non-payment

PROPERTY COVERAGE EXCLUSIONS:

- Broad Form Nuclear Contamination
- Acts of Terrorism unless other wised purchased.
- Delay or loss or market, or any other consequential or remote loss of any kind.
- Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.
- Earth Movement unless purchased
- Errors in Machine Programming or Instructions to Machines.
- Land
- Loss or damage as a result of insects, vermin, birds, or other animals.
- Loss of Earnings to Finished Stock, including time required to reproduce.
- Retaining wall that are not part of a building
- Underground pipes, flues or drains
- Water/Flood Damage unless purchased
- Unexplained or Mysterious Disappearance

BOILER COVERAGE ENDORSEMENTS:

- Equipment Breakdown coverage
- Jurisdictional Inspection

BOILER COVERAGE EXCLUSIONS:

- Corrosion, Erosion, Wear & Tear Exclusion
- EDP Media Exclusion – defect, virus, loss of data or other situation
- Fines

Coverage Endorsements and Exclusions Section - continued

GENERAL LIABILITY COVERAGE ENDORSEMENTS:

- **Aggregates Limits of insurance**
- **Legal Liability**
- **Blanket Additional Insureds Endorsement**
- **Broadened Named Insureds**
- **Contractual Liability**
- **Employees as Insured**
- **Host Liquor Liability**
- **Limited Pollution coverage**
- **Knowledge of Occurrence**
- **Newly Acquired**
- **Non-Owned Watercraft – less than 51 feet long**
- **Volunteers as Insureds**
- **30 Days Notice of Cancellation Non-Renewal or Material Change**
- **10 Days Notice of Cancellation Non-Payment**
- **Includes coverage for:**
 - **EMT's/Fire Department**
 - **Swimming Pools/Waterslides**
 - **Special Events/Parks & Playgrounds/Skateboard Activities**
 - **Chemical Spraying/Cemeteries**
 - **Sewer/Water Utilities**
 - **Rifle Ranges**
 - **Fireworks/Special Events**

GENERAL LIABILITY COVERAGE EXCLUSIONS:

- **Asbestos Exclusion**
- **Aircraft, auto**
- **Bodily injury to any insured**
- **Bodily injury to any person injured while taking part in athletics**
- **Damage to Property of others**
- **Nuclear Energy Liability Exclusion**
- **Pollution Exclusion – except for hostile fire**
- **Professional Services Exclusion**
- **Workers Compensation**
- **War**
- **Watercraft over 26'**

Coverage Endorsements and Exclusions Section - continued

PUBLIC OFFICIAL LIABILITY COVERAGE ENDORSEMENTS:

- Broad Named insured includes past, present and future officials
- Zoning
- Land Use
- Permits
- Liable / Slander / Defamation / Wrongful Eviction

PUBLIC OFFICIAL LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Criminal Acts-applies only to individual(s) who committed act
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations,
- union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity

EMPLOYMENT PRACTICE LIABILITY ENDORSEMENTS:

- Broad named insured
- EEOC Defense \$10,000/\$50,000 -\$5,000 deductible
- Back wages \$50,000 aggregate -\$10,000 deductible
- Non – monetary defense for lawsuit (\$50,000 aggregate)

EMPLOYMENT PRACTICE LIABILITY EXCLUSIONS:

- Collective bargaining agreement
- lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Criminal Acts- applies only to individuals(s) who committed act
- Claim for equitable or injunctive relief initiated by a governmental entity

Coverage Endorsements and Exclusions Section - continued

LAW ENFORCEMENT LIABILITY COVERAGE ENDORSEMENTS:

- Departmental authorized moonlighting
- Civil Rights violations
- Intentional Acts
- Vehicular Hot Pursuit

LAW ENFORCEMENT LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Employment liability claims
- Criminal Acts-applies only to individual(s) who committed act
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances

AUTOMOBILE COVERAGE ENDORSEMENTS:

- Additional Insured Lessors
- Broad Named Insured
- Bodily Injury Redefined
- Communication Equipment Coverage – permanently installed
- Emergency Equipment attached to vehicles
- Employees as Insured
- Fleet Coverage Endorsement
- Hired Autos specified as Covered Autos
- Knowledge of Occurrence
- Loss Payable Clause
- Mandatory State Endorsements
- Notice of Occurrence
- Waiver of Subrogation
- 30 Day Notice of Cancellation Non-Renewal or Material Change
- 10 Day Notice of Cancellation Non-Payment
- Freezing coverage applies for Fire, Ambulance & Rescue vehicles
- One deductible applies for auto physical damage in conjunction with a property or equipment claim
- Hired, borrowed or commandeered vehicles include physical damage coverage
- Fleet Automatic Coverage (no additional premium charged during policy year to add & delete vehicles)

AUTOMOBILE COVERAGE EXCLUSIONS:

- War /Nuclear Energy
- Pollution

Coverage Endorsements and Exclusions Section - continued

EXCESS COVERAGE ENDORSEMENTS:

- **Defense and Supplementary Payments** – in addition to applicable limits
- **Drop Down Clause** – reduced or exhausted underlying limits
- **Employees as Insured**
- **Hostile Fire Pollution Coverage**
- **Named Insured Endorsement** – follows underlying policies
- **Notice of Occurrence**
- **Pay on Behalf Insuring Agreement**
- **30 Days Notice of Cancellation Non-Renewal or Material Change**
- **10 Days Notice of Cancellation Non-Payment**
- **Silo Aggregate** – individual excess limit over each underlying coverage

EXCESS COVERAGE EXCLUSIONS:

- **Asbestos Liability Exclusion**
- **Care, Custody & Control Exclusion** – Real and Personal Property
- **Cross Suits Exclusion**
- **ERISA Exclusion**
- **Insolvency Drop Down Exclusion**
- **Nuclear Energy Liability**
- **Underlying Policy Exclusions** – included
- **Uninsured/Underinsured Motorists Exclusion**
- **Workers Compensation / Unemployment Compensation Exclusion**

Coverage Endorsements and Exclusions Section - continued

CRIME COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- Loss caused by employee dishonesty
- Loss caused by Theft, Disappearance or Destruction of Money and/or securities
- Checks, drafts, promissory notes, or similar written promises to pay a sum certain in money made or drawn upon you

CRIME COVERAGE EXCLUSIONS:

- Nuclear, War or Similar Actions
- Employee required by law to be individually bonded

INLAND MARINE COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- New acquisitions – 90 day automatic coverage
- Rental Expense Reimbursement

INLAND MARINE COVERAGE EXCLUSIONS:

- Vehicles
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water

GENERAL COVERAGE ENDORSEMENTS / EXCLUSIONS:

- Notice of Occurrence
- Unintentional Errors & Omissions
- Sovereign Immunity non-waiver
- One deductible for two or more coverage parts included in loss
- Asbestos Exclusion

Recommendations

- Review of current safety programs and training
- Enrollment in USI Risk Management Center

USI Disclosures

INFORMATION CONCERNING OUR FEES: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 2,003.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Trident Insurance Services, LLC
Company

Print Name

4623729-08
Policy Number

Date

TRIDENT INSURANCE SERVICES: Automobile Schedule for:

Instructions: Submit complete information for all autos, save file and e-mail with Trident application to underwriting@tridentinsurance.net.
 * Refer to Auto Class Codes Worksheet

Information for the Columns below (in bold red) is required for quotation:

Veh #	Year	Make	Model	VIN (last 4 digits)	Class Codes*	Cost New	Valuation	Comp	Coil
1	2010	Ford	Escape	1FMCU9C73AKC78583	01499	\$17,459	ACV	500	500
2	2010	Ford	Escape	1FMCU9C73AKC78584	01499	\$17,362	ACV	500	500
3	2010	Ford	Escape	1FMCU9C73AKC78585	01499	\$17,362	ACV	500	500
4	2004	Ford	DRM Super Duty	1FDWF3P14E48335	01499	\$28,010	ACV	500	500
5	2011	Ford	F-250 4 X 2 Ext. Cab	1FT7X2A688E59697	01499	\$20,067	ACV	500	500
6	1997	Ford	F250	1FTBF2767VK04576	01499	\$15,688	ACV	500	500
7	2005	GMC	2500 HD 4x4	1GTHK24085E07657	01499	\$21,368	ACV	500	500
8	1946	American	La France	1-2276	7909	\$12,787	ACV	500	500
9	1995	Pierce	Custom Pumper	4P1CT02D8SA000555	7909	\$261,475	RC	500	500
10	1997	Pierce	Pumper	4P1CT02D7VA000316	7909	\$307,205	RC	500	500
11	1997	Pierce	Aerial Snorkel	4P1CT0255VA000945	7909	\$605,170	RC	500	500
12	2006	Ford	F250 4X4 Extended	1FTSX21396E096418	7908	\$18,000	ACV	500	500
13	2008	Ford	Explorer EX LT	1FMFU1165281A78292	7908	\$36,880	ACV	500	500
14	2010	Aerial	Ladder Truck	457AX2C93C071032	7909	\$797,000	RC	500	500
15	2000	GMC	Sierra C3500 HD	1GDKC34F8F467380	01499	\$36,292	ACV	500	500
16	2000	GMC	Sierra C3500-HD	1GDKC34F8F467380	01499	\$36,569	ACV	500	500
17	2005	Ford	F350 PICK UP	1FTWF305X5EC46103	01499	\$16,269	ACV	500	500
18	2008	Ford	F-550	1FDAF5668EE12391	21499	\$27,000	ACV	500	500
19	2009	GMC	SIERRA K1500	1GTEK19C92727666	01499	\$20,433	ACV	500	500
20	2008	Ford	FUSION	3FAHP06Z18R264849	7911	\$15,865	ACV	500	500
21	2010	Ford	FUSION	3FAHP06A9AR180440	7911	\$14,825	ACV	500	500
22	2010	Ford	FUSION	3FAHP06A2AR180439	7911	\$14,825	ACV	500	500
23	2008	Mercury	GRAND MARQUIS	2MEFM75V18X650611	7911	\$14,500	ACV	500	500
24	2009	Chevrolet	IMPALA	2G1LV757K6S1177420	7911	\$14,500	ACV	500	500
25	2009	Chevrolet	IMPALA	2G1LV757K6S1177720	7911	\$14,500	ACV	500	500
26	2001	International	Dump	1HTXHAET11004583	21479	\$86,434	ACV	500	500
27	2002	International	PACKER	1HTXHAET421029002	21499	\$86,434	ACV	500	500
28	2002	International	HOOK	1HTXHAET221029001	21499	\$86,434	ACV	500	500
29	2004	Sterling	ACTERRA	2FZ4CHDC84AN46197	21499	\$108,550	ACV	500	500
30	2005	International	PACKER	1HTWVAHT85J039172	21499	\$65,000	ACV	500	500
31	1991	International	CONTAINER	1HTSDJNJKVH382094	21499	\$52,766	ACV	500	500
32	2009	Mack	Truck	1M2AV04C79M002873	21499	\$178,500	ACV	500	500
33	2010	Dodge	RAM	3D7JVEFP0AG111829	01499	\$24,890	ACV	500	500
34	1998	International	DUMP TRUCK	1HTGBAARDWH528842	21479	\$61,086	ACV	500	500
35	2000	International	DUMP TRUCK	1HTGBAARDWH528842	21479	\$61,086	ACV	500	500
36	1998	Chevrolet	TRUCK (Aerial Truck)	1HTGBAAR7H252824*	21479	\$44,779	ACV	500	500
37	2002	International	DUMP	1GBK34F8WF063826	01489	\$24,457	ACV	500	500
38	2002	International	LEAF	1HTGBAARDH517057	21479	\$44,967	ACV	500	500
39	2005	Ford	F 550 DUMP	1HTSDAAR82H501797	21499	\$64,351	ACV	500	500
40	2005	International	7400	1FD4F58P85EA16814	21479	\$35,145	ACV	500	500
41	2006	International	SEWER LET	1HTWDAAR81621390	21499	\$92,657	ACV	500	500
42	2007	International	PLOW	1HTMKAAR46H262888	21499	\$95,000	ACV	500	500
43	2007	Ford	F 550	1HTVDAAR774S0902	21499	\$52,000	ACV	500	500
44	2008	International	Truck	1FD4F58P7FA95909	01499	\$41,697	ACV	500	500
45	2008	GMC	SIERRA 1500	1HTWDAAR4B1651027	21499	\$57,314	ACV	500	500
46	2006	GMC	7400 LEAF	1GTEC190882123157	01499	\$80,000	ACV	500	500
47	2011	GMC	SIERRA 1500	1HTWCAAR37400159	21499	\$69,900	ACV	500	500
48	2006	Ford	F550 DUMP	1GTR2TFA2B2187857	01499	\$23,844	ACV	500	500
49	2007	Ford	CANYON	1FD4F58P86B92778	01499	\$37,000	ACV	500	500
50	2008	Chevrolet	SILVERADO	1GTC5191E578331547	01499	\$14,400	ACV	500	500
51	2010	GMC	SIERRA	1GCHK9K9K8E208488	01499	\$26,650	ACV	500	500
52	2012	International	Sanitation Truck	1GTSKTEAXA236299	01499	\$21,737	ACV	500	500
53	2012	Ford	Transit Connect Van	1HTGSSJ72C1591981	31499	\$175,000	ACV	500	500
54	2000	Mack	Front Loader	1M2SSCN8CT080288	01499	\$22,667	ACV	500	500
55	2003	Mack	Front Loader	1M2AC07C1VM005042	31499	\$154,549	ACV	500	500
				1M2K195C43M022363	31499	\$149,680	ACV	500	500

Veh #	Year	Make	Model	VIN (last 4 digits)	Class Codes*	Cost New	Valuation	Comp	Coil
56	2012	Ford	F150-LGT	1FTFM1G0CCK37705	01499	\$16,840	ACV	500	500
57	2013	Ford	Explorer	1FM5K7AR0D06468426	7912	\$26,318	ACV	500	500
58	2012	Freightliner	Vacuum Sweeper	1FVAD3D1T5CHBU0325	21499	\$199,800	ACV	500	500
59	2012	Ford	Explorer	1FM5K7AR0D0689821	7912	\$29,657	ACV	500	500
60	2014	Ford	Explorer	1FM5K8AR9E6A92065	7911	\$33,002	ACV	500	500
61	2014	Ford	Explorer	1FM5K8AR9E6A92067	7911	\$33,002	ACV	500	500
62	2014	Ford	Explorer	1FM5K8AR4E6B27652	7911	\$30,469	ACV	500	500
63	2011	Ford	F250 4x4	1FTBF2B6X8EAS96955	01499	\$26,215	ACV	500	500
64	2011	Ford	Truck	1FTMF1CM9B9K097834	01499	\$15,703	ACV	500	500
65	2013	Smeal	Fire Truck	52XABZC7GCR1A1102	7909	\$385,278	RC	500	500
66	2000	International	Tandem Trailer	1HTGCA0T2YH817654	68499	\$56,500	ACV	500	500
67	2014	Ford	Explorer	1FM5K8AR8E6C14091	7911	\$33,725	ACV	500	500
68	2014	Ford	Explorer	1FM5K8AR65G14082	7911	\$33,725	ACV	500	500
69	2015	Ford	F250 Truck	1FTBF2B62FEA52794	01499	\$23,548	ACV	500	500
70	2015	Ford	F250 Truck	1FTBF2B67FEA52791	01499	\$23,548	ACV	500	500
71	2015	Ford	F250 Truck	1FTBF2B69FEA52792	01499	\$23,548	ACV	500	500
72	2013	Ford	Transit	NMOL57GN2D1L65864	01499	\$22,600	ACV	500	500
73	2015	Ford	F150 Pick-up	1FTFX1E6M8EK78717	01499	\$29,070	ACV	500	500
74	2014	Ford	Transit Connect Van	NMOL57E2E1160093	01499	\$22,849	ACV	500	500
75	2015	Ford	Transit Wagon 150	1FMZK1CWXK426068	01499	\$30,597	ACV	500	500
76	2015	International	Truck	1HTMYKLOPH663143	31499	\$68,554	ACV	500	500
77	1996	Cleveland	Tandem Trailer	4MNDP2524T0000880	68499	\$6,811	ACV	500	500
78	2008	Landscap	Trailer	4MNDP162785001809	68499	\$2,395	ACV	500	500
79	2013	Cleveland	Tandem Trailer	4MNDP271D1000408	68499	\$12,000	ACV	500	500
80	2009	Quality	Tilt Trailer	5NDF162095000239	68499	\$7,000	ACV	500	500
81	2008	Ford	F250 XL	1FTNF21518E05566	01499	\$22,000	ACV	500	500
82	2013	Chevrolet	IMPALA	2G1WDS4E30D125309	7911	\$0	Liability Only	500	500
83	2015	Ford	Explorer	1FM5K8AR7FGB12981	7911	\$33,735	ACV	500	500
84	2015	Ford	Explorer	1FM5K8AR9FGB12982	7911	\$33,735	ACV	500	500
85	2015	Ford	Explorer	1FM5K8AR0FGB12983	7911	\$33,735	ACV	500	500
86	2015	Freightliner	Truck	1FVHGB2V4FH0S0955	31499	\$172,853	ACV	500	500
87	2015	Ford	Explorer	1FM5K8AR0GC26787	7911	\$33,725	ACV	500	500
88	2009	Freightliner	Truck	1FVAC785X9HAZ167	31499	\$140,000	ACV	500	500
89	2015	Smeal	GA40M-2124 Fire Apparatus w/H6560 Telescoping boom.	457AV2D98C079448	7909	\$625,000	RC	500	500
90	2016	Ford	Explorer	1FM5K8AR7GGA28810	7911	\$32,525	ACV	500	500
91	2016	Ford	Explorer	1FM5K8AR0GGA28809	7911	\$32,525	ACV	500	500
92	2016	Ford	Explorer	1FM5K8AR9GGA28811	7911	\$32,525	ACV	500	500
93	2007	Scooty	Bleachertit Fire Safety Trailer	15ST135T371155192	7909	\$48,975	ACV	500	500
94	2016	Ford	F4D DRW Super Duty	1FDDW4G3G6P43177	01499	\$34,119	ACV	500	500
95	2015	Mack	MRJ Sanitation Truck	1N2AV04C4FM012661	31499	\$225,048	ACV	500	500
96	2016	Freightliner	10SSD Snow Plow Truck	1FVAG5CYG6HFE9527	31499	\$139,837	ACV	500	500
97	2016	Sure-Trac	Utility Trailer	5W1UJ0G1140135	68499	\$1,500	ACV	500	500
98	2017	Dodge	Durango	1C4RCJAG1H725808	7911	\$29,699	ACV	500	500
99	1991	Ford	Leaf Loader	1FDXK848MVA06214	31499	\$84,120	ACV	500	500
100	2001	GMC	Sierra C3500	1GTHC2A91Z1316495	01499	\$22,867	ACV	500	500
101	2015	Ford	Truck	1FTBF2B60FEA32793	01499	\$23,548	ACV	500	500
102	2012	Pierce Impel	Truck	4PLC101A7CA012718	21499	\$431,920	RC	500	500
103	2008	Ford	F-450	1FDXX47X8D511126	21499	\$129,162	ACV	500	500
104	2005	Spartan	Heavy Rescue Truck	457ATZD9950C049850	21499	\$413,777	ACV	500	500
105	2001	Pierce Pumper	Truck	4PLCT02U91A001073	21499	\$306,871	ACV	500	500
106	1993	Sutphen Pumper	Truck	159A1HD991003108	21499	\$275,000	ACV	500	500
107	2014	Ford	Explorer	1FM5K8AR8E6A33350	01499	\$26,734	ACV	500	500
108	2013	Freightliner	Vacuum Truck	1FVAC7D8DHFA7107	01499	\$215,750	ACV	500	500
109	2018	Freightliner	Truck	1FVHGB2V2JH59466	01499	\$107,379	ACV	500	500
110	2018	GMC	Sierra 1500	3GTU2LEH81G126535	01499	\$29,434	ACV	500	500
111	2018	Ford	F150 XL	1FTV1EB91FA98123	01499	\$24,824	ACV	500	500
112	2018	Freightliner	Dump Truck	1FTVH3FE8HV0951	01499	\$133,962	ACV	500	500
113	2017	Ford	Fusion	3FA6P0G72HR300987	7911	\$18,250	ACV	500	500

City of Medina

TRIDENT INSURANCE SERVICES: Statement of Values for:
 Instructions: Submit complete information for each building, save file and e-mail with Trident application to undervalue@tridentinsurance.net.
 Information for the Columns below (in bold red) is required for quotation.

Loc#	Bldg#	Occupancy	Address	City	State	Zip	Values		Total	Valuation
							Building	Contents		
1	1	City Hall/Police Dept	132 N. Elmwood	Medina	OH	44256	4,010,202	1,013,416	5,023,618	RC
2	1	Municipal Court Building	135 N. Elmwood	Medina	OH	44256	2,527,170	234,906	2,762,076	RC
3	1	Main Fire Station	300 W. Reagan Pkwy	Medina	OH	44256	2,994,429	0	2,994,429	RC
4	1	Fire Station #2	500 Lake Road	Medina	OH	44256	722,059	52,884	774,943	RC
5	1	Fire Station	51 Public Square	Medina	OH	44256	171,015	0	171,015	RC
5	2	Garage-Updown Park	51 Public Square	Medina	OH	44256	417,668	57,805	475,473	RC
6	1	Satellite Fire Station	1000 Wadsworth	Medina	OH	44256	722,059	146,386	868,445	RC
7	1	City Garage	781 W. Smith Rd	Medina	OH	44256	7,240,643	151,274	7,391,917	RC
7	2	Vehicle Storage/Equipmt	781 W. Smith Rd	Medina	OH	44256	126,678	0	126,678	RC
7	3	Auto Storage Building	781 W. Smith Rd	Medina	OH	44256	361,030	49,195	410,225	RC
8	1	Memorial Park - Bath House	415 E. Homestead	Medina	OH	44256	106,408	0	106,408	RC
8	2	Memorial Park - Swim Pool	415 E. Homestead	Medina	OH	44256	93,208	0	93,208	RC
8	3	Memorial Park Pavilion and Play Areas (JUMP)	415 E. Homestead	Medina	OH	44256	487,834	0	487,834	RC
8	4	Memorial Park - Homestead Field - Ball Field Lighting	415 E. Homestead	Medina	OH	44256	425,967	0	425,967	RC
9	1	Cemetery Chapel	186 Spring Grove	Medina	OH	44256	122,888	0	122,888	RC
9	2	Mausoleum	186 Spring Grove	Medina	OH	44256	361,030	0	361,030	RC
9	3	Cemetery Garage/Office	186 Spring Grove	Medina	OH	44256	405,357	0	405,357	RC
10	1	Reagan Park Concession-Bill Dunn Field	951 Weymouth	Medina	OH	44256	179,882	113,149	293,031	RC
10	2	Reagan Park Maintenance Garage	951 Weymouth	Medina	OH	44256	107,675	0	107,675	RC
10	3	Reagan Park Pavilions and Play Area	951 Weymouth	Medina	OH	44256	361,030	0	361,030	RC
10	4	Reagan Park - Red Brick Building	951 Weymouth	Medina	OH	44256	102,510	254,584	357,094	RC
10	5	Reagan Park - Pole Barn	951 Weymouth	Medina	OH	44256	17,737	0	17,737	RC
10	6	Reagan Park Restrooms (single and quad)	951 Weymouth	Medina	OH	44256	25,335	0	25,335	RC
10	7	Reagan Park - Skate Park	951 Weymouth	Medina	OH	44256	144,412	0	144,412	RC
10	8	Roscoe Ewing Park Pavilion and Play Area	951 Weymouth	Medina	OH	44256	953,152	0	953,152	RC
11	1	Roscoe Ewing Park Restroom	Roscoe Ewing Park	Medina	OH	44256	74,899	0	74,899	RC
11	2	Sam Masi Park Pavilion and Play Area	Sam Masi Park	Medina	OH	44256	31,670	0	31,670	RC
12	1	Sam Masi Park Restroom	Sam Masi Park	Medina	OH	44256	66,382	0	66,382	RC
13	1	Ray Mellert Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44256	87,383	0	87,383	RC
13	2	Ray Mellert Park - Ball Field Lighting	325 N. Huntington	Medina	OH	44256	245,974	0	245,974	RC
13	3	Ray Mellert Park - Splash Pad	325 N. Huntington	Medina	OH	44256	243,484	0	243,484	RC
13	4	Ken Cleveland Park Pavilion and Play Area	325 N. Huntington	Medina	OH	44256	150,087	0	150,087	RC
14	1	Fred Greenwood Park Pavilion and Play Area	Ken Cleveland Park	Medina	OH	44256	80,679	0	80,679	RC
15	1	Fred Greenwood Park - Splash Pad	W. Sturbridge Drive	Medina	OH	44256	87,383	0	87,383	RC
15	2	Fred Greenwood Park - Combosion	W. Sturbridge Drive	Medina	OH	44256	368,952	0	368,952	RC
15	3	Fred Greenwood Park - Restroom	W. Sturbridge Drive	Medina	OH	44256	107,675	0	107,675	RC
15	4	Fred Greenwood Park - Ball Field Lighting	W. Sturbridge Drive	Medina	OH	44256	31,670	0	31,670	RC
16	1	Jaycee Park Pavilion and Play Area	W. Sturbridge Drive	Medina	OH	44256	56,451	0	56,451	RC
17	1	Huffman Park Pavilion and Play Area	Libyce Park	Medina	OH	44256	105,833	0	105,833	RC
18	1	Huffman Park Restroom	Huffman Park	Medina	OH	44256	31,670	0	31,670	RC
19	1	Koon's Water Tank	130 Koons Ave	Medina	OH	44256	1,803,881	0	1,803,881	RC
19	2	Koon's Booster Pump Station	130 Koons Ave	Medina	OH	44256	568,779	0	568,779	RC
19	3	Steel Water Tank	1100 Wooster Pike	Medina	OH	44256	501,887	0	501,887	RC
20	1	Fair Road Pumping Station	Fair Road	Medina	OH	44256	450,968	0	450,968	RC
21	1	Fair Road Booster Pump Station	Fair Road	Medina	OH	44256	1,063,354	170,952	1,234,306	RC
22	1	Progress Water Tower	800 Progress Dr	Medina	OH	44256	219,361	0	219,361	RC
23	1	Airport - Hangar A	2050 Medina Rd	Medina	OH	44256	2,026,831	0	2,026,831	RC
23	2	Airport - Hangar B	2050 Medina Rd	Medina	OH	44256	450,968	0	450,968	RC
23	3	Airport - Hangar C	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
23	4	Airport - Hangar D	2050 Medina Rd	Medina	OH	44256	594,115	0	594,115	RC
23	5	Airport - Hangar E	2050 Medina Rd	Medina	OH	44256	714,458	0	714,458	RC
23	6	Airport Office - New	2050 Medina Rd	Medina	OH	44256	1,342,776	0	1,342,776	RC
23	7	Hangar D	2050 Medina Rd	Medina	OH	44256	475,039	0	475,039	RC
23	8	Fuel Tank	2050 Medina Rd	Medina	OH	44256	219,151	0	219,151	RC
24	1	Weight Station	1050 Liberty Street	Medina	OH	44256	177,347	0	177,347	RC
25	1	Water Treatment Plant (storage only)	290 Liberty Street	Medina	OH	44256	177,347	0	177,347	RC
26	1	Old County Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	4,882,131	12,299	4,894,430	RC
26	2	Old Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	1,803,881	2,373,657	4,177,538	RC
26	3	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	23,369	23,369	RC
26	4	Water Treatment Plant (storage only)	3733 Granger Rd	Medina	OH	44256	0	630,925	630,925	RC
26	5	Aerator Chamber (unused)	3733 Granger Rd	Medina	OH	44256	107,675	0	107,675	RC
26	6	Sewer Tank/Pump Vault (unused)	3733 Granger Rd	Medina	OH	44256	3,800	2,461	6,261	RC
26	7	115 Property Schedule	3733 Granger Rd	Medina	OH	44256	429,434	113,149	542,583	RC

BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of 04/01/2019, is by and between City of Medina ("Client"), located at 132 N. Elm Avenue, Medina, OH 44256 and USI Insurance Services LLC ("USI"), located at 10100 Innovation Drive, Suite 220, Dayton, OH 45342.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

1. SCOPE OF SERVICES

A). Risk Management

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client's insurance program described as follows: **Property & Casualty Insurance Program, Airport Liability commission is in addition to this fee agreement.**
2. Review insurance policies for conformity with the insurers' proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed;
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client's insurer(s), and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.
6. Prepare a schedule of Client's insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-".
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance and counsel to Client, as requested by Client.
10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.

B) Claims, Loss Control & Engineering

1. Monitor the loss control assistance provided by Client's insurers, evaluate the insurers' recommendations submitted and attempt to negotiate amendments where requested by Client and as appropriate.
2. Provide detailed loss data to Client on a periodic basis, based on data from the insurers or, if available, from USI's databases.
3. Analyze Client's loss data to determine trends in causes and sites of incidents, and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurers, including assistance with claims submission interpretation of insurance policies.
5. Attend claims review meetings convened by Client's insurers as requested by Client.
6. Analyze reserve amounts allocated for claims by insurers and notify Client as to increases.
7. Monitor problematic claims regularly.
8. Conduct loss control surveys at the Client's facilities as agreed in writing by Client and USI.

USI reserves the right to re-negotiate this Agreement in the event that the hours of service provided by USI exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

C) Existing Insurance Policies

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

D) Additional Services

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$10,500, to be fully earned and payable at the time of the execution of this Agreement.]

If USI is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time USI places the coverage. USI will be paid the commission percentage stated for the placement of your insurance as indicated, and will earn and retain the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is agreed to in writing.

USI's compensation for the services excludes federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state and local sales, use, excise or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

Neither state law nor any insurance company requires USI to charge a fee. Ohio law permits such fees but provides that the fees may not be refunded, forgiven, waived, offset or reduced by any commissions earned or received by USI.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

3. TERM OF CONTRACT

The initial term of this Agreement shall be one year from the effective date of this Agreement. This Agreement shall renew automatically, unless terminated in accordance with Section 4, Termination of Agreement, hereof.

4. TERMINATION OF AGREEMENT

This Agreement will renew annually after the initial term, unless either party gives written notice to the other party of non-renewal at least sixty (60) calendar days prior to the end of the initial term or any renewal term. The Client may terminate this Agreement during any renewal term, after the initial term, upon sixty (60) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed fully earned and payable to USI as of the beginning of the term in the year in which such non-renewal or termination occurs. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

5. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving

Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for

payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Ohio and shall be construed in accordance with the laws of such State.

16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

City of Medina

BY: _____

Name: _____

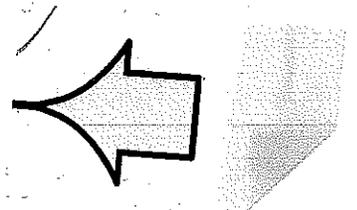
Title: Authorized Representative

USI _____

BY: _____

Name: _____

Title: Authorized Representative



REQUEST FOR COUNCIL ACTION

*OK
D. Hamrey
4-2-19*

No. RCA 19-069-4/8

FROM: Jonathan Mendel, Community Development Director / Finance Committee

DATE: April 2, 2019

SUBJECT: Expand Downtown Medina Parking District Number 1

SUMMARY AND BACKGROUND:

Currently, Parking District Number 1 is established in the City of Medina Planning and Zoning Code under Section 1145.04(d) and exempts all properties within a defined area from the specific parking requirements of Section 1145.04(a) of the Planning and Zoning Code.

With the redevelopment of the Farmers Exchange property and the expansion of Main Street Medina's direct sphere of influence to the southern area of downtown Medina, it is important to critically evaluate the potential regulatory obstacles that could hamper the redevelopment and reimagining of the area recently dubbed "South Town".

The existing Parking District #1 has been active since 1978 and has been part of the continued success of central Medina. Expanding the Parking District into the South Town area would be consistent with the policy and regulation of the existing Parking District and would have the same positive effects as we've experienced over the past 40 years.

Please find attached are:

- March 14, 2019 Planning Commission discussion memo
- Draft March 14, 2019 Planning Commission discussion minutes
- Letter of support from Main Street Medina

Estimated Cost: Not Applicable
Suggested Funding: Sufficient funds in Account No.

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

Emergency Clause Requested: N/A
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

March 14, 2019
Planning Commission
discussion memo

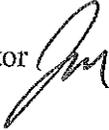


CITY of MEDINA

Community Development Department

MEMORANDUM

TO: Planning Commission

From: Jonathan Mendel, Community Development Director 

Date: March 14, 2019

Subject: Expand Downtown Medina Parking District Number 1

With the redevelopment of the Farmers Exchange property and the expansion of Main Street Medina's direct sphere of influence to the southern area of downtown Medina, it is important to critically evaluate the potential regulatory obstacles that could hamper the redevelopment and reimagining of the area recently dubbed "South Town".

One specific regulatory obstacle for the redevelopment and reimagining is the parking requirements in Section 1145.04 of the Planning and Zoning Code. This section outlines the minimum parking requirement for a variety of specific land uses and thereby mandating the construction or acquisition of parking spaces. These regulations often result in more land area used for vehicle storage than active buildings or land uses as the average parking space requires a minimum of 279 sqft of land (space and access aisle).

For the South Town area, exempting it from compliance with the schedule of minimum parking in Section 1145.04 would permit greater flexibility for reuse and/or redevelopment of properties in this area. This would leave it purely to the developer/owner to determine the market demand for private parking. This regulatory exemption currently exists over a large area of central Medina designated in Section 1145.04(d) as Parking District #1.

The existing Parking District #1 has been active since 1978 and has been part of the continued success of central Medina. Expanding the Parking District into the South Town area (attached Exhibit A) would be consistent with the policy and regulation of the existing Parking District area and would have the same positive effects as we've experienced over the past 40 years.

The process for expanding Parking District #1 is simply City Council legislative process to amend Ordinance 26-78. Section 1145.04(d) states:

Uses within the Downtown Parking District Number 1, as established in Ordinance 26-78 or such other subsequent legislation, shall be exempt from the requirements of this section (see appendix).

Amending Parking District #1 will not require a text amendment to the zoning code as amending Ord. 23-78 would be considered 'subsequent legislation'.

This is presented to the Planning Commission for discussion and comment. The Commission's comments will be passed along to City Council for their legislative review process.

Attached:

- Section 1145.04 (Scheduling of Parking Requirements)
- Ordinance 26-78 (Enacting Parking District #1)

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:

SCHEDULE OF OFF-STREET PARKING REQUIREMENTS

Residential Uses	Formula
Assisted Living, Nursing, Convalescent Home, Transitional Housing	One (1) space for each two (2) resident rooms + one space for every five (5) resident rooms.
Bed and Breakfast	Two (2) spaces for owner + one (1) space for each guest room.
Day Care, Child (In-Home)	See Single Family Detached Dwelling.
Group Home	One (1) space for two (2) beds + one (1) space for every 400 square feet of gross floor area, excluding resident rooms.
Independent Living Facility	One and one-half (1½) spaces for each dwelling unit + one (1) space for every five (5) dwelling units.
In-Law Suite	One (1) space in addition to the requirement of the single family dwelling.
Mobile Home Dwelling	Two (2) spaces for each unit.
Multi-Family Dwelling	Two (2) spaces for each dwelling unit + one (1) space for each five (5) dwelling units for visitor parking.
Single Family Attached and Single-Family Detached Dwelling	Two (2) spaces for each dwelling.
Two Family Dwelling	Two (2) spaces for each dwelling.
Banquet, Conference Center or Meeting Halls	One (1) space for each three (3) seats or one (1) space per 150 square feet of banquet or meeting gross floor area where fixed seating is not available.
Bar or Tavern	One (1) space for every three (3) seats or one (1) space for each seventy-five (75) square feet of floor area, whichever is greater.
Building Materials, Contractors Equipment Sales Yard	One (1) space for 400 square feet of net floor area. For uses solely utilizing outdoor sales yards, one (1) space per 2,000 square feet of sales yard area.
Car Wash, Automated	Three (3) stacking spaces for each automated car wash lane.
Car Wash, Self Service	Two (2) stacking spaces for each stall + two (2) drying spaces for each stall.
Commercial Entertainment	One (1) space for each three (3) seats or one space for each 100 square feet of floor area, whichever is greater.
Commercial Uses	Formula
Commercial Recreation	One (1) space for each fifty (50) square feet of pool area including deck. One (1) space for each 500 square feet of outdoor playground area. Four (4) spaces per lane for a bowling alley. Five (5) spaces for each trail head. Six (6) spaces for each tennis, racquet ball or handball court. Ten (10) spaces for each basketball court. Twenty (20) spaces for each baseball, softball or soccer field.
Convenience Store	One (1) space for each 300 square feet of net floor area + one (1) space per every two (2) pumps.
Day Care Center or Nursery, Child	One (1) space for each 200 square feet of licensed capacity plus sufficient space for child drop-off/loading area.

Distribution Center for Fuel, Food and Goods	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
Drive-In Establishments	One (1) space for each 100 square feet of gross floor area if entirely drive-through. If drive-in facility, one (1) space for each ordering space + one (1) space per 100 square feet of gross floor area
Wholesale Establishment	One (1) space for each 500 square feet of gross floor area.
Financial Institution	One (1) space for each 200 square feet of floor area + four (4) stacking spaces for each drive-in service window.
Funeral Home or Mortuary	One (1) space for each fifty (50) square feet of parlor or chapel space or one (1) per four (4) seats, whichever is greater, but not less than twenty (20) spaces.
Hotel or Motel	One (1) space for each room + one space for each 200 square feet of lobby space + one (1) space for each 100 square feet of meeting area and/or restaurant space or bar/cocktail lounge
Manufacturing Uses	One (1) space for each 500 square feet of manufacturing floor space + one (1)space for each 200 square feet of related office space.
Mixed Uses	The sum of spaces of each use reduced by fifteen percent(15%).
Motor Vehicle Filling Station (without Convenience Retail)	Two (2) spaces for each two (2) fuel pumps + one (1) space for each fifty (50) square feet of attendant facility.
Motor Vehicle Repair or Service Station	Two (2) spaces for each service bay (excluding the bay) + two (2) spaces for every two (2) fuel pumps.
Motor Vehicle, Truck, Trailer and Farm Implement Sales	One (1) space for each 300 square feet of net floor area of the showroom.
Office, Professional and Administrative (excluding medical)	One (1) space for each 400 square feet.
Office, Medical/Dental Clinic	One (1) space per 200 square feet.
Commercial Uses (Cont.)	
	Formula
Outside Storage	Two (2) spaces for the first 2,000 square feet + one (1) space for each additional 2,000 square feet of outdoor storage area.
Personal and Professional Services	One (1) space for each 300 square feet of gross floor area + one (1) space for each service vehicle parked on site
Plant Greenhouse (Commercial)	One (1) space for each 800 square feet of indoor/outdoor sales space.
Research and Development Laboratory	One (1) space for each 400 square feet of gross floor area
Restaurant	One (1) space for each two (2) seats of seating capacity + four (4) stacking spaces for each drive through window.
Retail	One (1) space for each 400 square feet of gross floor area.
Sexually Oriented Business	One (1) space for each 200 square feet of gross floor area.
Truck or Transfer Terminal	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
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.

Warehousing	One (1) space for each 2,000 square feet of warehouse floor area + one (1) space for each 200 square feet of related office space.
Cemetery	One (1) space for each fifty (50) square feet of parlor or chapel space or one (1) per four (4) seats, whichever is greater, but not less than twenty (20) spaces.
Public and Semi-Public Uses	Formula
Club, Fraternity, Lodge or Similar Organization	One (1) space for each 100 square feet of floor area.
Community Center or Recreation Center	One (1) space for each 250 square feet of floor area.
Educational Institution for Primary Education (Pre K-8)	Two (2) spaces for each classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
Educational Institution for Secondary Education (9-12)	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
Educational Institution for Higher Education (University, College, Technical, Vocational)	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium.
Hospital	One (1) space for each bed + one (1) space for each 500 square feet of administrative, office and laboratory space.
Library	One (1) space for each 400 square feet of floor area.
Passenger Transportation Agency and Terminal	One (1) space for each 400 square feet of floor area + one (1) space for each transit vehicle + sufficient space for pick up and drop-off of passengers.
Public Government Facility	One (1) space for each 400 square feet of floor area for administrative use + one (1) space for each government vehicle parked on site. One (1) space for each 800 square feet of indoor maintenance use.
Public Recreation or Park Facility	One (1) space for each fifty (50) square feet of pool area including deck. One (1) space for each 500 square feet of outdoor playground area. Four (4) spaces for each acre for unimproved recreation area. Five (5) spaces for each trail head. Six (6) spaces for each tennis, racquet ball or handball court. Ten (10) spaces for each basketball court. Twenty (20) spaces for each baseball, softball or soccer field. Forty (40) spaces for each football field.
Religious Place of Worship	One (1) space for each five (5) seats or bench seating in the main assembly area. If an educational institution is part of the church, follow guidelines for respective educational institution requirements.

6(Ord. 009-17. Passed 1-23-17.)

(b) Requirements for Additional Buildings or Uses. For buildings or uses not scheduled above, the Planning Commission shall apply the unit of measurement set forth in the above schedule which is deemed to be most similar to the proposed building or use.

(c) Parking for Mixed Uses and Joint Uses. Shared or joint use of up to fifty percent (50%) of required parking spaces may be permitted and credited to the individual uses for two (2) or more uses located on the same parcel, or adjacent parcels, provided that the developer or property owner can demonstrate to the Planning Director that the uses will not substantially overlap in hours of operation or in demand for the shared spaces. This shall be guaranteed by a written agreement from the owner or between the owners involved and all future owners or assigns which shall be submitted with the required plan. Shared parking spaces shall be located no more than three hundred feet (300') from the uses they are intended to serve.

Joint use of parking areas is encouraged. The Planning Commission may permit parking to extend to the side or rear property line in the case of a joint parking area.

Whenever a group of adjoining commercial sites have been developed and are owned separately, the Planning Commission may find it to be in the public interest to encourage the coordination of the circulation system by agreements covering shared parking facilities, including coordination and unifying of ingress and egress driveways.

(d) Parking District. Uses within the Downtown Parking District Number 1, as established in Ordinance 26-78 or such other subsequent legislation, shall be exempt from the requirements of this section (see appendix).

(e) Maximum Number of Parking Spaces. In order to prevent excessive lot coverage, the artificial increase in air temperature, and surface water run-off, no minimum off-street parking space requirement in Section 1145.04, Schedule of Parking Requirements and Standards, shall be exceeded by more than twenty percent (20%) unless good cause can be shown by the applicant and approved by the Planning Commission. Single Family Dwellings and Two Family Dwellings are exempt from this provision.

(f) Handicapped Parking Spaces. Parking spaces for handicapped individuals shall be provided in accordance with the provisions of the Ohio Basic Building Code and the Ohio Revised Code.

(g) Parking in Front Yard. In all commercial, industrial and public facilities district areas, open off-street parking may be located in a required front yard provided a minimum ten (10) foot wide landscaped strip is located between the parking area and the street right-of-way line. In all districts, off-street parking facilities may occupy the required side and rear yard.

(h) Pedestrian Connection. Where a sidewalk exists in a public right-of-way adjacent to a site, or when a sidewalk is required to be constructed as part of development approval, a pedestrian connection shall be constructed from the building to the sidewalk.

(Ord. 109-14. Passed 6-23-14.)

ORDINANCE NO. 26-78

AN ORDINANCE CREATING MEDINA PARKING DISTRICT NO. 1 FOR OFF-STREET PARKING IN THE CITY OF MEDINA, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS: Council has determined that it is in the interest of the inhabitants of the City of Medina to create a parking district for off-street parking; and
WHEREAS: Council hereby determines to create Medina parking district number 1 for off-street parking within the City and establishing the boundaries thereof;

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

SEC. I: That Council hereby creates Medina parking district number 1 for off-street parking within the City of Medina, Ohio, bounded and described as follows:

Intersection of S.Huntington Street and West Smith Road, East on West Smith Road to Intersection of East Smith Road and South Jefferson; North on South Jefferson to East Friendship St.; West on East Friendship Street to North Broadway; North on North Broadway to East North; West on East North to North Court to East Union (this section to include only North Court Street between East North and Union Streets); West on West North to North Elmwood; South on North Elmwood to West Friendship; West on West Friendship to North Huntington, South on North Huntington to intersection of South Huntington and West Smith Road.

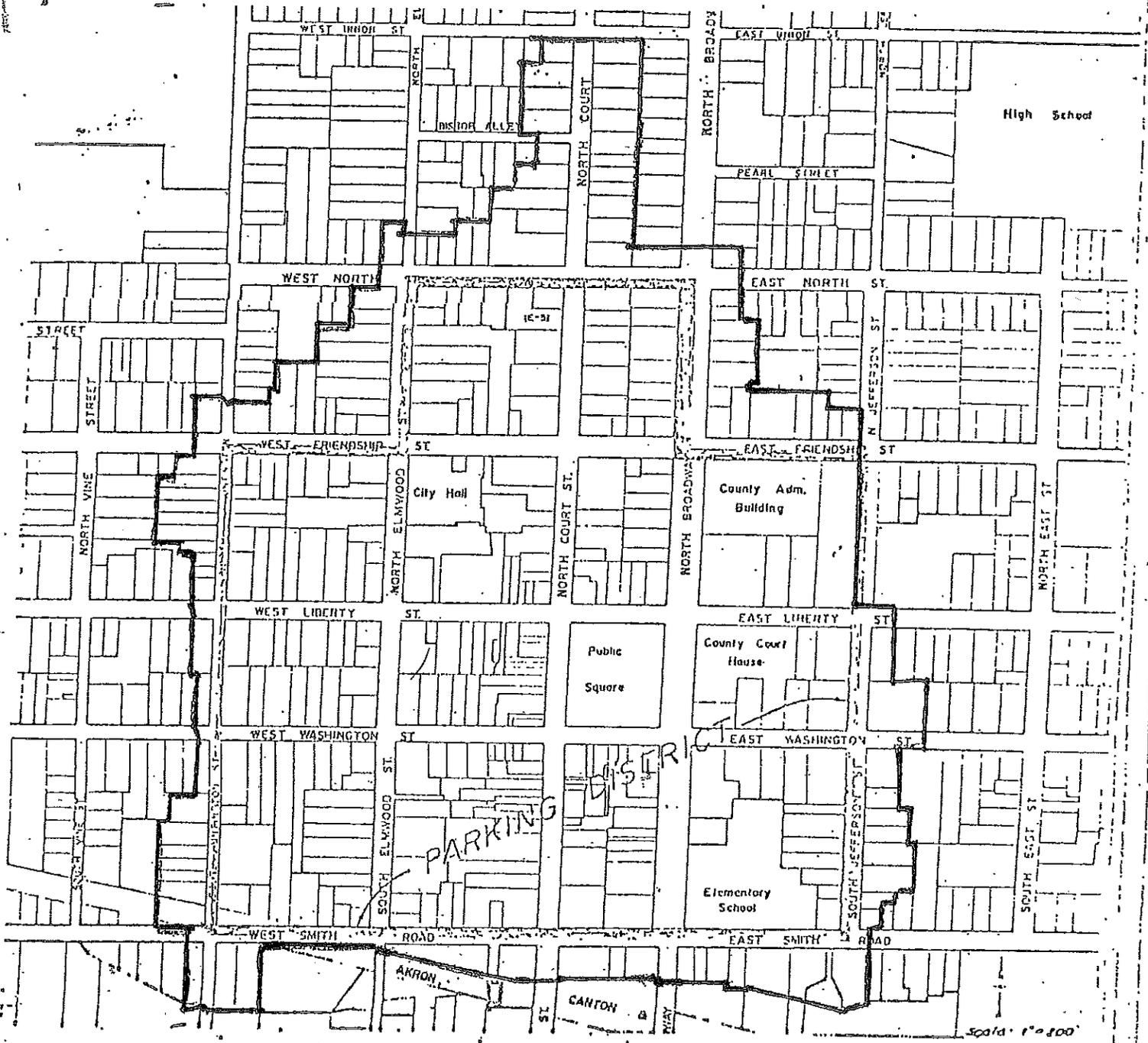
SEC. II: That a schematic drawing of the said Medina parking district number 1 is marked Exhibit A, attached hereto and made a part hereof.
SEC. III: That a legal description of said Medina parking district number 1 is marked Exhibit B, attached hereto and made a part hereof.
SEC. IV: That this Ordinance shall be considered to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety, and for the further reason that off-street parking is needed within the City, and shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: Feb. 27, 1978 SIGNED: [Signature]
President of Council
ATTEST: [Signature] APPROVED: March 1, 1978
Clerk of Council SIGNED: [Signature]
Mayor

I hereby certify that the foregoing Ordinance No. 26-78 was duly published by title only in the Medina County Gazette on the 6th day and the 13th day of March, 1978.

[Signature]
Clerk of Council

Ord. 26-78



DESCRIPTION OF PARKING DISTRICT

Situated in the City of Medina, County of Medina, State of Ohio further bounded and described as follows:

Beginning at the intersection of the East right-of-way line of North Court Street, 66 feet wide, with the South right-of-way line of East Union Street, 33 feet wide; said intersection being the Northwest corner of Medina City Lot 542 being the principal place of beginning of the parcel described herein;

Thence East, along the South right-of-way line of said East Union Street, 148.50 feet to the Northeast corner of City Lot 542;

Thence South about 665.04 feet to the Northwest corner of City Lot 532;

Thence East along the North line of City Lot 532 to the Northeast corner of said Lot 532 in the West right-of-way line of North Broadway, 99 feet wide;

Thence Northeast to the Northwest corner of City Lot 528 in the East right-of-way line of North Broadway;

Thence East, along the North line of City Lot 528, 95.2 feet to a point therein;

Thence South, 72.6 feet to the North right-of-way line of East North Street, 66 feet wide;

Thence Southeast to a point in the South right-of-way line of East North Street;

Thence South 94.6 feet to a point;

Thence East 50 feet to a point;

Thence South 213 feet to a point;

Thence West 10 feet to a point;

Thence South about 19.39 feet to a point;

Thence East about 253.25 feet to a point;

Thence South 50 feet to a point;

Thence East 100 feet to the West right-of-way line of North Jefferson Street, 66 feet wide;

Thence South about 638.9 feet to the North right-of-way line of East Liberty Street, 66 feet wide;

Thence East about 146 feet, along the North right-of-way line of East Liberty Street;

Thence South about 231.02 feet to the North line of City Lot 70;

Thence East about 102.48 feet to a point;

Thence South about 231.01 feet to the South right-of-way line East Washington Street, 66 feet wide;

Thence West about 75.52 feet to a point;

Thence South about 185.8 feet to a point;

Thence East 39 feet to a point;

Thence South 108 feet to the North line of City Lot 57;

Thence East about 23.65 feet to a point;

Thence South about 156.42 feet to a point;

Thence West 60 feet to a point;

Thence South 39 feet to a point;

Thence West 40.81 feet to a point;

Thence South 97.62 feet to the North right-of-way line of East Smith Road, 60 feet wide;

Thence West, along the North right-of-way line of East Smith Road to a point therein;

Thence South about 248.3 feet to a point;

Thence Southwest 65.65 feet to a point;

Thence Northwest to a point in the West line of City Lot 1062;

Thence West about 50 feet to a point;

Thence North about 5.75 feet to a point;

Thence Northwest to the East right-of-way line of South Broadway,
60 feet wide;

Thence Northwest to the Northeast corner of City Lot 1052, said corner
being in the West right-of-way line of South Broadway;

Thence West, along the North line of City Lot 1052 to the Northwest
corner of said Lot in the East right-of-way line of South Court Street,
66 feet wide;

Thence Northwest to the Southeast corner of City Lot 1003 in the
West right-of-way line of South Court Street;

Thence West 57.55 feet to a point;

Thence Northwest 58.95 feet to the Southwest corner of City Lot 1003;

Thence South about 111.53 feet to the Northwest corner of City Lot
1007;

Thence West 15 feet to a point;

Thence North to a point in the South right-of-way line of the Akron
Canton and Youngstown Railroad, Division of Norfolk and Western Railway;

Thence Northwest to the Northeast corner of City Lot 1012;

Thence North about 81.74 feet to the Southeast corner of City Lot 1015;

Thence Northwest, along the North line of the Akron, Canton and Youngs-
town Railroad, to the East right-of-way line of South Elmwood Street, 60
feet wide;

Thence North, about 5.68 feet to the Northwest corner of City Lot 1016
in the South right-of-way line of West Smith Road, 60 feet wide;

Thence West to the Northeast corner of City Lot 1047;

Thence South, 192.06 feet to the Southeast corner of City Lot 1047;

Thence West, along the South line of City Lot 1047 and 1048 to the
East right-of-way line of South Huntington Street, 33 feet wide;

Thence Northwest to the West right-of-way line of South Huntington
Street;

Thence West, about 63.7 feet to a point;

Thence North, about 225 feet to the North right-of-way line of West
Smith Road;

Thence West, to the most Southeasterly corner of City Lot 391;

Thence North, about 346.5 feet to a point;

Thence East, 24.44 feet to a point;

Thence North, 82.5 feet to a point;

Thence East, about 85.3 feet to a point;

Thence North, 165 feet to the South right-of-way line of West Washington Street, 66 feet wide;

Thence Northeast to the North right-of-way line of West Washington Street;

Thence North, 166.3 feet to the North line of City Lot 345;

Thence West, about 22 feet to a point;

Thence North, about 232.26 feet to the North right-of-way line of West Liberty Street, 66 feet wide;

Thence West, about 13 feet to a point;

Thence North, about 168 feet to a point;

Thence West, 40 feet to a point;

Thence North, about 32.4 feet to a point;

Thence West, 72 feet to the West line of City Lot 241;

Thence North, about 244.83 feet to the Northwest corner of City Lot 243;

Thence East, 55 feet to a point;

Thence North, 60.16 feet to the South right-of-way line of West Friendship Street, 66 feet wide;

Thence East, about 54.25 feet to a point;

Thence North, about 191 feet to a point;

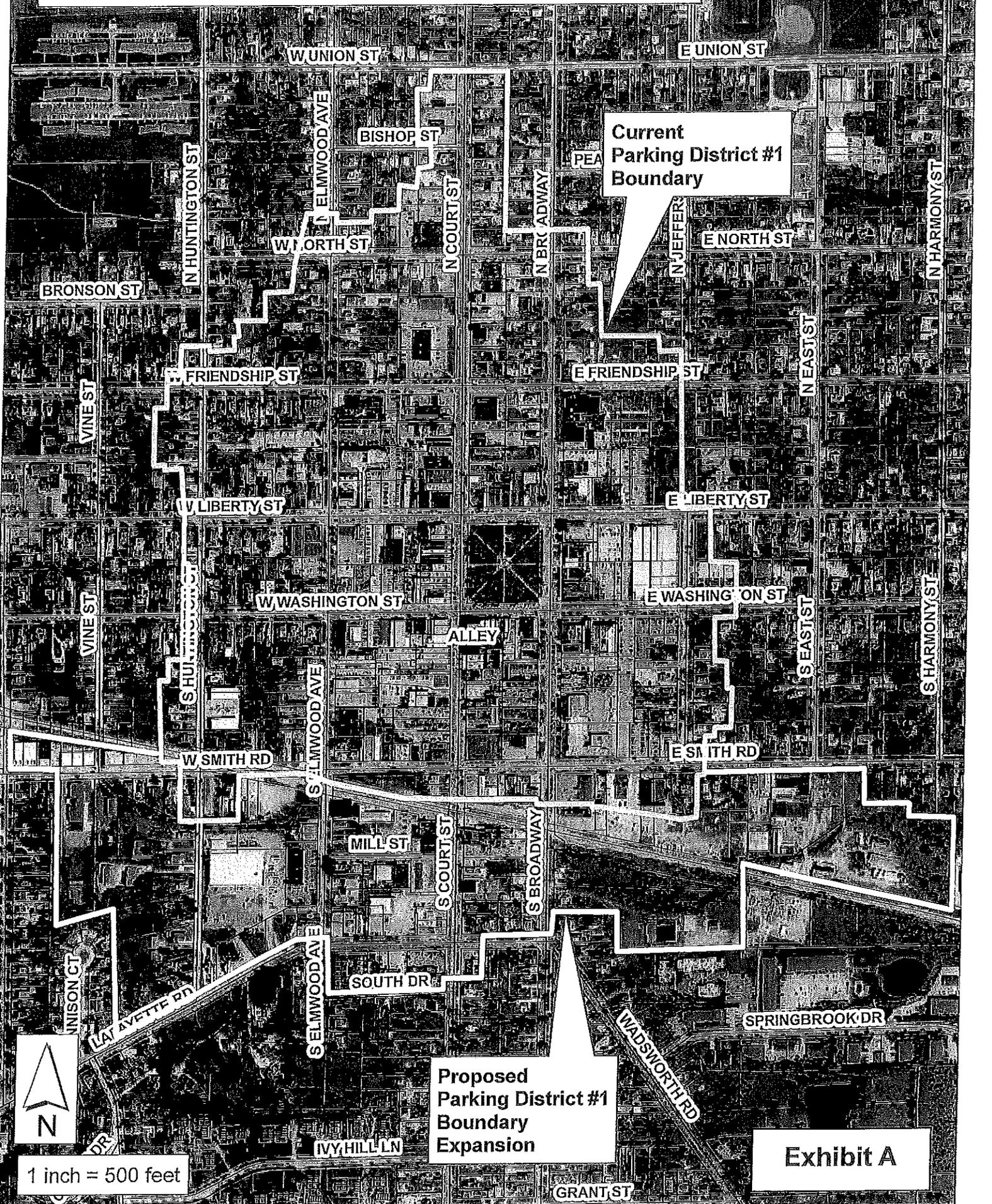
Thence East, about 115.5 feet to the East right-of-way line of North Huntington Street, 33 feet wide;

Thence South, about 18.6 feet to a point;

Thence North, 78.21 feet to the South right-of-way line of West Union
Street, 40 feet wide;

Thence East, about 161 feet to the principal place of beginning.

Current and Expanded Parking District #1



Current
Parking District #1
Boundary

Proposed
Parking District #1
Boundary
Expansion

Exhibit A

1 inch = 500 feet

Draft March 14, 2019
Planning Commission
discussion minutes



CITY of MEDINA
Planning Commission

Draft

Planning Commission Meeting

Meeting Date: March 14, 2019

Meeting Time: 7:00 pm

Present: Paul Rose, Andrew Dutton, Monica Russell, Bruce Gold, Rick Grice, Jonathan Mendel (Community Development Director), Sandy Davis (Administrative Assistant)

Absent: None

Mr. Gold made a motion to approve the minutes from the February 14, 2019 as submitted. The motion was seconded by Mr. Rose.

Vote:

Russell	<u>Y</u>
Grice	<u>Y</u>
Dutton	<u>Y</u>
Gold	<u>Y</u>
Rose	<u>Y</u>
Approved:	5-0.

Announcements: Jonathan Mendel stated the Design build bids are coming in for the parking facility. Mr. Mendel stated there will be a small group doing interviews with the design/build firms with the anticipation of development review. Mr. Mendel stated, at a minimum, the project will need Historic Preservation Board and Planning Commission review. Mr. Mendel requested the board members to look at their schedule for the month of April just in case a special meeting is required to expedite the process.

The Court Reporter swore in all attendees.

Old Business:

There were no cases under Old Business.

there are complaints regarding glare from the installation, staff will investigate and work with the applicant to mitigate the impacts administratively. Mr. Mendel stated this will keep the applicant from having to come back to the Planning Commission and puts it on the Administration to work through the issues if any.

Mr. Risner spoke about a mound with tree plantings already part of the site plan which should help to mitigate any reflection.

Mr. Risner stated they will be starting 24/7 security on April 1, 2019. Mr. Risner stated their cameras view 360 degrees around the entire property. Mr. Risner stated they take the safety of their members seriously.

Mrs. Russell made a motion to approve a Conditional Zoning Certificate for a free standing solar collection system located at 629 & 635 N. Huntington and 550 Miner Drive as presented subject to the following:

1. Subject to review and approval by the Medina Building Department
2. Subject to review and approval by the Medina Engineering Department
3. Phase 2 shall be constructed as-of-right without having to amend the Conditional Zoning Certificate provided it is in substantial compliance with the approved site plan.
4. If there are complaints regarding the glare from the solar system, the property owner and the City Staff will work together to resolve any objective adverse impacts.

The motion was seconded by Mr. Gold.

Vote:

Dutton	<u>Y</u>
Rose	<u>Y</u>
Gold	<u>Y</u>
Grice	<u>Y</u>
Russell	<u>Y</u>
Approved	5-0

Discussion Item –

Mr. Mendel gave a brief history of the current parking district. Mr. Mendel stated the existing parking district #1 in the yellow outline was created in 1978 to effectively under code section 1145.04(d) of the Zoning Code enables it and also then exempts property within that district from having to meet the minimum parking requirements of the zoning code. Mr. Mendel stated there is no required parking under this zoning code. Mr. Mendel stated that does not mean they can't provide parking but it leaves the property owner or the developer of a property to determine what the parking need would be for themselves. Mr. Mendel stated part of this expansion which is in the white in the aerial photograph would be an expansion so this would, the intent here is so, we have Farmer's Exchange property is redeveloping very quickly and it's going to be a nice project when it is done and will add a lot of capacity, business capacity to the city. Mr. Mendel stated it's going to add 16 more residential units so just as an FYI, they had to readjust their

plan, they don't have basement level units anymore and they kind of did more 2 bedrooms and 1 bedroom on the second and third floors of the building so there is only 16 as opposed to the 33 that were originally, that you guys reviewed last fall. Mr. Mendel stated we got some new residential units, restaurant, marketplace, and then the basement level will still be open for commercial use for some kind of neat spaces for businesses that need spaces.

Mr. Mendel stated so we have got that redevelopment and then we've got a number of properties on that in the Southtown area, if you've heard, Habitat for Humanity bought the old Hawkins grocery store, that's got a lot of extra land in addition to the parking lot that can be, you know, redevelopment potential. Mr. Mendel stated there's lots of side parking lots between buildings and parking lots and that could have some redevelopment potential. Mr. Mendel stated Main Street Medina has also expanded its direct sphere of influence from the 9 square historic district to also include what is, I think everybody has just been calling it Southtown. Mr. Mendel stated it sounds good and it's literally the south part of town. Mr. Mendel stated the extension of the parking district would help with the redevelopment of the projects in this area, existing ones, and then future ones. Mr. Mendel stated so for example, under the code requirements, the original plan for Farmer's Exchange was 33 residential units which would have required 66, no 74 parking spaces, 2 per unit plus 1 for every 5 units, 1 for every parking spaces for visitor parking so like 74 residential parking spaces, which wasn't going to fit on that site and that has the potential for, are we going to force people into buying properties next door, demolish it just to put up a surface parking lot. Mr. Mendel asked if that really a path we want in this area that's adjacent to the downtown area and plus it allows for flexibility of redevelopment of properties within this area. Mr. Mendel stated this area is also, in the white, is predominantly what's already zoned commercial or industrial right now. Mr. Mendel stated expanding this parking district would reduce one of the items that generates a lot of land consumption with a development. Mr. Mendel stated on average, a parking space requires 279 sq. ft. of land for one parking space, that's kind of like the parking space plus its adjacent drive isle, effectively. Mr. Mendel stated it's a rough number but a general average number for how much land area, how much space you need for a parking space. Mr. Mendel stated this process, when you look at the code, it talks about parking district and subsequent legislation so I am bringing it this evening to the Planning Commission for commentary because the way the code is set up, it really doesn't require a text amendment by the Planning Commission, or a text amendment review through that process. Mr. Mendel stated it's really purely a legislative process at the City Council level to just amend the previous ordinance which was 26-78 Ordinance. Mr. Mendel stated it would be amending that to increase the area via legislative process by the City Council. Mr. Mendel stated since the Planning Commission, we deal with parking, site plan review and site development all the time, I assume the City Council is going to want to have an input from the Planning Commission. Mr. Mendel stated that is why he wanted to bring it to you guys to just kind of talk about it, get some comments, some commentary about it. Mr. Mendel stated he tried looking in the records from 1977 and 1976, 78 when it was created and couldn't really find anything that had real substance to it but luckily we have Rick Grice here who was here and the Planning Director in 1977, 78 so he might give some insight as to why it was created. Mr. Mendel stated his experience has been that these type of parking districts are created so that you

are not forcing the removal of the built environment. Mr. Mendel stated in the Historic District, think of the west side of Public Square. Mr. Mendel stated when somebody goes into one of those buildings, maybe they would have bought the building next door and tore it down and had a side parking lot, then you lose that street wall as you go along. Mr. Mendel stated that is one instance but then are we going to require all this parking so you get in the Southtown area, the former Hawkins is the Restore and the Habitat for Humanity office is really going to need all of that land that they have but if they could develop it for a small office building or a small apartment building or little strip building or some kind of commercial mixed use building that they can land lease and make more money for themselves but not really jeopardize the accessibility to their site and its currently laid out gives them some flexibility for use of their property.

Mr. Grice stated everything Mr. Mendel said is pretty much the thought process was then. Mr. Grice stated the only thing to add to that was the two parking areas that were built, the one over by the theater and then the one on South Court Street near Thyme, those two parking lots were basically paid for through the parking district because there was an assessment process against credits for the parking they did have and what Mr. Mendel was saying was absolutely the process of not wanting to tear down to get to it. Mr. Grice stated the assessments were really very low, it was pretty minimal but was to help pay for both of those lots so that is really all it was. Mr. Grice stated everything Mr. Mendel stated about not wanting to tear down, even at the time there was the concern of the balance between "well I don't have to have any parking so I am not going to" against the reality of well no you don't because you are in a parking district but the reality is if you are going to have commercial or apartment complex going up on the corner, the reality is you are not going to have residential tenants if they have to park 4 blocks away in a city lot. Mr. Grice stated that has over the years not been a problem, good balance of needing 20 but doing 15 which is enough for what they want to do. Mr. Grice stated it seems to have balanced out pretty well.

Mrs. Russell stated her understanding of what Mr. Grice said is if somebody back then wanted to, once you created the parking district, then people who were buying or developing could get around the parking requirement by paying an assessment. Mr. Grice correct. Mrs. Russell stated the city then used that money to build a parking lot. Mr. Grice stated they did not build a parking deck but built two parking lots.

Mr. Grice stated they basically took areas that had parking like behind Medina Hardware which is all gravel, so it was a total square footage divided by an average parking lot, a half aisle to come up with a number to provide space for "x" number of cars. Mr. Grice stated that is how it was done. Mr. Grice stated it has worked well. Mr. Mendel stated they have 41 years of using this method in practice and it has been working out really well. Mr. Mendel stated the Dr. Raymond redevelopment when going through the development review process, he made it explicit they did not have to provide any parking and probably could have gotten away with just providing parking for the residential units and used public parking on the same block for commercial units. Mr. Mendel stated he has 38 spaces but that was his decision. Mr. Mendel stated we don't have that assessment

process now and the policy worked out after those parking lots were paid for, now it is just purely not to require more surface area dedicated to the storage of vehicles.

Mr. Grice stated even there is no assessment, the city built a parking deck and are looking at a second parking deck. Mr. Grice stated it is providing parking.

Mrs. Russell asked if there is any city owned property in Southtown. Mr. Mendel stated the Champion Creek Trailhead Park is city owned. Mr. Mendel stated that is the only city owned property.

Mr. Rose stated off to the right, isn't the Bennett Lumber site owned by the City? Mr. Mendel stated yes, he considers that site for potential redevelopment but it may not be city owned in perpetuity like the park and could be combined for redevelopment with the Restore which will be sold. Mr. Mendel stated that is 2.5 blocks from the square with good redevelopment potential.

Mr. Gold asked if Southtown is considered the inner city. Mr. Mendel stated it is contiguous with the oldest part of the developed part of Medina.

Mr. Gold asked how the business owners in this new south area feel about this. Mr. Mendel stated last year when Main Street formally approved the expansion of their area, which really is not a regulatory expansion but is basically just stating their direct influence area, they were happy. Mr. Mendel stated a lot of the property owners that care were involved in the planning of Main Street Medina for years such as VCS Salon, Habitat, were happy.

Mrs. Russell stated she is on the Board of Directors for Main Street Medina and stated when they discussed expanding the area of influence to bring business into the district, the business owners were pretty pleased that Main Street was taking an interest in that area because they know that Main Street is responsible for many big events on the Square and of course they are looking at doing events in that area to bring people to their businesses and revitalize that area as it the next logical place for there to be redevelopment in our town.

Mr. Mendel stated Main Street Medina has been doing a lot of public meetings, one in November of December with neighborhood business owners and property owners. Mr. Mendel stated they did one in February and will do one in April. Mr. Mendel stated they are just visionary meetings for the district. Mr. Mendel stated the underlying zoning district is very flexibility as far as building setbacks, design, and residential mixed use construction.

Mr. Mendel discussed how this benefits projects in the area. Mr. Mendel stated there is potential there to create public parking areas that can offset the needs of public parking by individual sites.

Mr. Dutton stated he has a concern about that. Mr. Dutton stated the reason it works in the current district is there is on street parking and we have public lots. Mr. Dutton stated in the expansion area, as far as he can tell, there is no on street parking and there is no plan for public parking. Mr. Dutton stated generally, a development is going to put in what they think they need. Mr. Dutton stated he is concerned we don't have a plan for providing that. Mr. Dutton stated it is only spots here and there and maybe in the future we'll think about it but we should think about it before changing the district.

Mr. Rose stated that goes along with the question he has, what if we get that dream boutique hotel builder who wants to build in the Southtown area. Mr. Rose stated he knows he will not want to go to a hotel where he needs to park several blocks away. Mr. Rose stated he thinks without some sort of parking close by, a developer coming in would not be happy about that. Mr. Mendel stated we are not prohibiting parking, it is just saying they do not have to meet the minimum parking requirement of the code. Mr. Rose stated in that case would we want to require parking. Mr. Mendel stated we could do it as part of the development review process as we did with Dr. Raymond's project which was originally a smaller 22 space parking lot to the rear of the building and then he acquired more land and added additional parking. Mr. Mendel stated he has got 38 parking spaces, which is he thinks is inducing demand for parking. Mr. Mendel stated he discussed this with Dr. Raymond and how this would have to be managed. Mr. Mendel stated he would be surprised if a developer for a boutique hotel doesn't come in and build himself a nice, appropriately scaled, private parking lot for themselves on a site. Mr. Mendel stated they would work together, it is not prohibited but the city will not impose the parking requirements on a project where it won't fit and they can find alternatives elsewhere.

Mr. Mendel stated if there is an action that the Commission provides as a non-binding recommendation or comment as to if this is good or good with conditions.

Mrs. Russell stated she is intrigued by the idea of doing a development and not need the parking standards, they could pay for the space they are not going to have. Mrs. Russell stated that way they have some money available to build a surface lot. Mrs. Russell stated she is excited for Southtown but unlike the square where there is dedicated parking, she does not know where people would park in Southtown if development comes.

Mr. Mendel stated it is going to be a very gradual process. Mr. Mendel stated you might get Farmer's Exchange and maybe the AutoZone, which has 3 times more parking than building, maybe Habitat takes a segment of the lawn and builds a 12 unit apartment building with 12 parking spaces. Mr. Mendel stated he does not see dramatic change happening quickly. Mr. Mendel stated the marketing is strong and the buildings are occupied with active uses and businesses.

Mr. Grice stated the Farmer's Exchange is a perfect example. Mr. Grice stated they are not going to put the kind of money into it that they are and not have parking. Mr. Grice stated someone living there is not going to want to park 4 blocks away and same with the

restaurant customers walking a distance. Mr. Grice stated they need to do something on site but it may not be 100%.

Mr. Mendel stated he agrees and he thinks the egg before the chicken is ok. Mr. Mendel stated they may not have a direct plan on creating public parking right away but this is an easier action that won't have as much of an impact directly as trying to coordinate and find space to lease as public parking or buy land and develop public parking. Mr. Mendel stated this is an easier step to do that creates flexibility.

Mr. Grice asked if anybody would like to put forth a recommendation. Mr. Gold stated he would propose a recommendation of acceptance of the new expanded parking district. Mr. Dutton stated he would add a suggestion that the city look to the future for potential public parking opportunities in this district. Mr. Dutton stated it would be attractive to developers to see there is public parking next to the site they want to develop and they would not need to worry about it. Mr. Gold stated he does not see the City Council spending the money for putting, even if it is just a surface lot. Mr. Rose stated Council would not reject it out of hand but would look at it with the feasibility of the site and make an appropriate decision at the time. Mr. Rose stated he sees a bit of a problem right now with the discussion of "maybe" this site can be used or "maybe" that site can be used. Mr. Rose stated at some point someone will drive through and not be able to find a parking spot and go out of town to eat.

Mr. Mendel stated part of the recommendation to council is putting that in their head, the path of least resistance would be, like with the Castle Noel lot and the Huntington lots, is do a lease for public parking for parking that is already built at Habitat.

Mr. Rose asked how many people on South Broadway and other places that have on street parking now, how inconvenienced are they going to be. Mr. Mendel stated he does not believe there would be a lot of inconvenience. Mr. Mendel stated right now during the weekday you can park all day long on W. Friendship right next to City Hall. Mr. Mendel stated there is never anybody parking on the side of W. Friendship in the downtown area. Mr. Mendel stated there is a lot of on-street parking throughout the downtown streets.

Mr. Rose stated once the Farmer's Exchange project is done and customers are coming and the parking lot is full and parking lots within a reasonable walking distance are full and you start taking up the street parking. Mr. Rose stated you have residents who don't have garages or driveways on their property on Broadway and now they can't park their car. Mr. Mendel stated on the 200-300 block of S. Broadway, you cannot park on Broadway Street so he does not think that would be a concern. Mr. Mendel stated there are some property owners such as Master Kim and VCS Salon might say people are going to park in their private parking but in a minimum parking regulatory framework, this happens anyways. Mr. Mendel stated it naturally happens where people sometimes park in one place and walk to another place. Mr. Mendel stated that is what he means by inducing demand. Mr. Mendel stated on the 400 block of Broadway, people will probably not park there if they cannot get a parking spot at Farmer's Exchange. Mr.

Mendel stated they will probably go over to the Grainery Exchange parking lot or the front parking lot of South of the Square Collision or the Court Street parking lot from Auto Zone or VCS. Mr. Mendel stated those are existing parking areas that would create a release valve for parking. Mr. Mendel stated that becomes a private property owner discussion. Mr. Mendel stated some private property owners don't like towing potential customers or future customers.

Mr. Mendel stated it would be, maybe under a recommendation, there is some commentary about administration and council starting to think about what could be the creation of public parking spaces in this area as part of the next step of expanding the parking district. Mr. Mendel stated he has been keeping that in mind.

Mrs. Russell asked if a formal recommendation is needed. Mrs. Russell stated generally she likes the idea but she would like to keep an eye on the future of the public parking.

Mr. Mendel stated it can be a recommendation. Mr. Grice asked if a vote is necessary or just the conversation this evening to take to council that the Commission is ok with it but would like to see some thought given to future parking areas in the district.

Mr. Mendel stated the minutes are done as verbatim as possible to be part of the package for a RCA to council for review.

Mr. Mendel stated it is not a regulatory required recommendation by the Planning Commission.

Mr. Grice stated based on that, comments were provided so that should be sufficient.

Having no further business, the meeting was adjourned.

Respectfully submitted,

Sandy Davis

Rick Grice, Chairman

Letter of Support
from Main Street
Medina



Main Street Medina

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

An accredited National Main Street Program

Mr. Jonathan Mendel
Director, City of Medina Community Development
132 N. Elmwood
Medina, OH 44256

March 12, 2019

Dear Mr. Mendel-

On behalf of Main Street Medina, we are very pleased to hear that you are considering an exemption of the current parking requirements in Section 1.145.04 for the area known as South Town. Since our creation in 2007, we've focused on the development and economic vitality of the nine block Medina Historic District. Today, the Historic District is a vibrant destination for residents and guests, largely due to the numerous special events in the district, and the 0% vacancy rate. In 2018, our board voted to expand our district footprint to include South Town.

We will be hosting a South Town community visioning and design session on April 25th, and it is our hope that, over time, South Town will become a vibrant extension of the Uptown district, but with its own identify. Currently, there is the opportunity for strong redevelopment of existing structures, and the capacity for new, mixed-use infill construction. Projects of catalytic scale, such as the Farmers Exchange renovation, rely on some flexibility with code requirements.

Popular destinations around the State have lifted or modified their parking requirements, and development has thrived. Districts such as Ohio City, Gordon Square, Tremont, and Little Italy in Cleveland, along with Short North and German Village in Columbus, have very limited, dedicated parking, yet these communities are thriving. If people want to attend an event or support a business, they will find parking and be willing to walk a distance.

Main Street Medina respectfully asks that you support the proposal to expand Parking District #1, to include the area known as South Town.

Sincerely-

Matt Wiederhold
Executive Director, Main Street Medina

ORDINANCE NO. 136-84

AN ORDINANCE AMENDING MEDINA PARKING
DISTRICT NO. 1, AND DECLARING AN
EMERGENCY.

WHEREAS: Ordinance No. 26-78, passed February 27, 1978, created Medina Parking District No. 1 for off-street parking in the City of Medina; and

WHEREAS: Council hereby determines it is necessary to amend the existing district.

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

SEC. I: That Medina Parking District No. 1 is hereby amended in accordance with the legal description marked Exhibit A, attached hereto and made a part hereof.

SEC. II: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to provide essential off-street parking within the City; wherefore, this Ordinance shall be in full force and effect from and immediately upon its passage and signature by the Mayor.

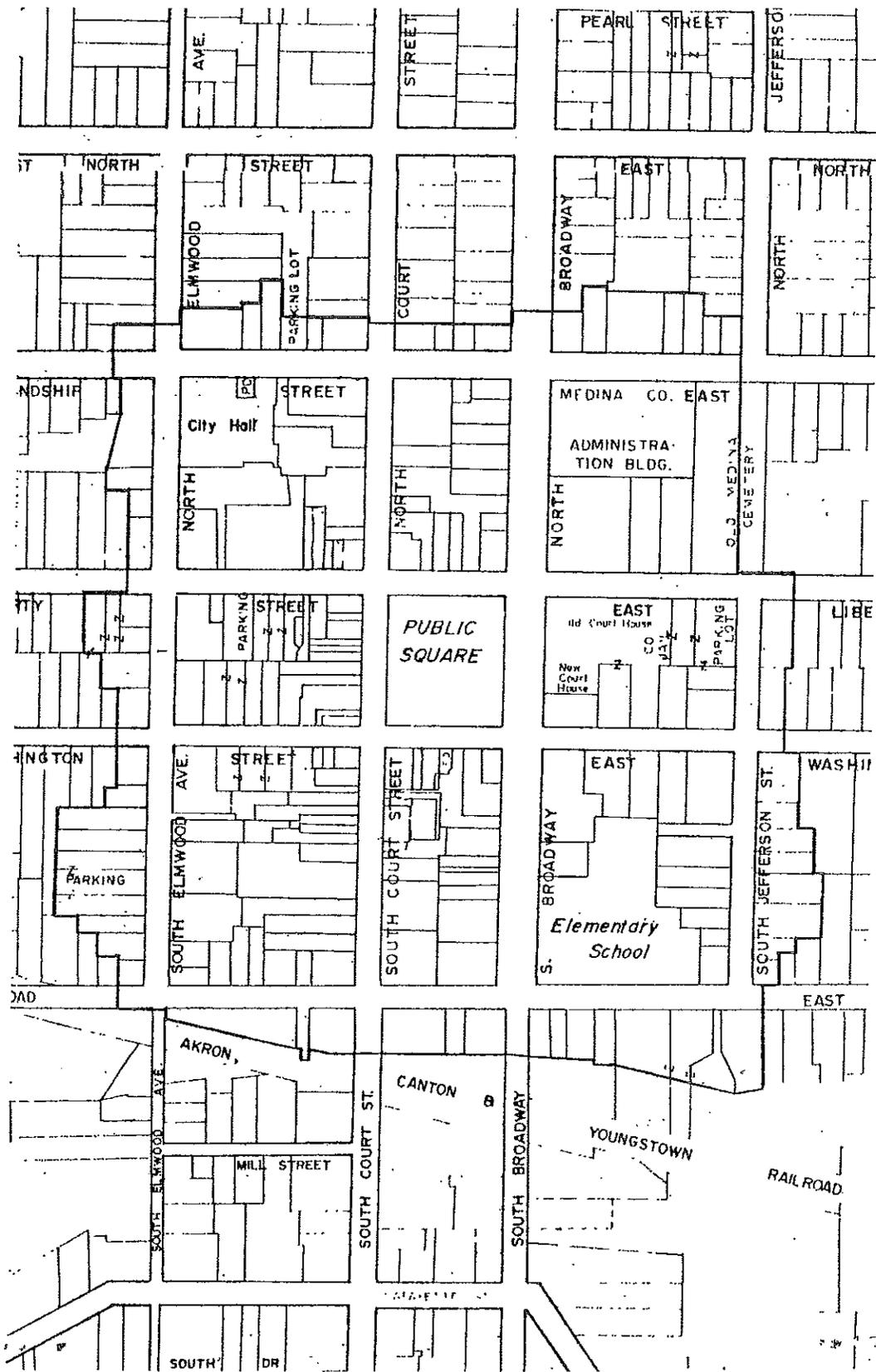
PASSED: October 9, 1984 SIGNED: [Signature]
President of Council Pro-Tem

ATTEST: [Signature] APPROVED: October 11, 1984
Clerk of Council

SIGNED: [Signature]
Acting Mayor

I hereby certify that the foregoing Ordinance No. 136-84 was duly published by title only in the Medina County Gazette on the 2 day of ~~October~~ ^{November} and the 9 day of ~~October~~ ^{November}, 1984.

[Signature]
Clerk of Council



DESCRIPTION OF
MEDINA PARKING DISTRICT NO. 1 AS AMENDED

Situated in the City of Medina, County of Medina, State of Ohio further bounded and described as follows:

Beginning at the intersection of the East Right-of-Way line of North Court Street, 66 feet wide, with the North Right-of-Way line of Friendship Street, 66 feet wide;

Thence North along the East Right-of-Way line of said North Court Street, 69.28 feet to the principal place of beginning of the parcel described herein;

Thence East to the West Right-of-Way of North Broadway, 99 feet wide;

Thence North, about 31.06 feet to a point;

Thence East, about 179 feet to a point;

Thence North, 59.39 feet to a point;

Thence East, about 60 feet to a point;

Thence South about 9.39 feet to a point;

Thence East about 253.25 feet to a point;

Thence South 50 feet to a point;

Thence East 100 feet to the West Right-of-Way line of North Jefferson Street, 66 feet wide;

Thence South about 638.9 feet to the North Right-of-Way line of East Liberty Street, 66 feet wide;

Thence East about 146 feet, along the North Right-of-Way line of East Liberty Street;

Thence South about 231.02 feet to the North line of City Lot 70;

Thence West about 19.1 feet to a point;

Thence South about 231.01 feet to the South Right-of-Way line of East Washington Street, 66 feet wide;

Thence East about 46.1 feet along the South Right-of-Way line of East Washington Street;

Thence South about 185.8 feet to a point;

Thence East 39 feet to a point;

Thence South 108 feet to the North line of City Lot 57;

Thence East about 23.65 feet to a point;

Thence South about 156.42 feet to a point;

Thence West 60 feet to a point;

Thence South 39 feet to a point;

Thence West 40.81 feet to a point;

Thence South 97.62 feet to the North Right-of-Way line of East Smith Road, 60 feet wide;

Thence West, along the North Right-of-Way line of East Smith Road to a point therein;

Thence South about 248.3 feet to a point;

Thence Southwest 65.65 feet to a point;

Thence Northwest to a point in the West line of City Lot 1062;

Thence West about 50 feet to a point;

Thence North about 4.25 feet to a point;

Thence Northwest 169.12 feet to the East Right-of-Way line of South Broadway, 60 feet wide;

Thence Northwest to the Northeast corner of City Lot 1052, said corner being in the West Right-of-Way line of South Broadway;

Thence West, along the North line of City Lot 1052 to the Northwest corner of said Lot in the East Right-of-Way line of South Court Street, 66 feet wide;

Thence Northwest to the Southeast corner of City Lot 1003 in the West Right-of-Way line of South Court Street;

Thence West 57.55 feet to a point;

Thence Northwest 58.95 feet to the Southwest corner of City Lot 1003;

Thence South about 111.53 feet to the Northwest corner of City Lot 1007;

Thence West 15 feet to a point;

Thence North to a point in the South Right-of-Way line of the Akron Canton and Youngstown Railroad, Division of Norfolk and Western Railway;

Thence Northwest to the Northeast corner of City Lot 1012;

Thence North about 81.74 feet to the Southeast corner of City Lot 1015;

Thence Northwest, along the North line of the Akron, Canton and Youngstown Railroad to the East Right-of-Way line of South Elmwood Street, 60 feet wide;

Thence North, about 5.68 feet to the Northwest corner of City Lot 1016 in the South Right-of-Way line of West Smith Road, 60 feet wide;

Thence West, about 130.17 feet along the South Right-of-Way line of West Smith Road to a point;

Thence North, about 120.00 feet to a point;
Thence West, 0.83 feet to a point;
Thence North, 8.5 feet to a point;
Thence West, about 49.17 feet to a point;
Thence North to a point 11.52 feet South of the North line of Medina City Lot 21;
Thence West, 57 feet to a point;
Thence North, 54.04 feet to a point;
Thence West to a point in the West line of Medina City Lot 22;
Thence North along the West line of Medina City Lots 22 and 23 to the Southwest corner of Medina City Lot 24;
Thence East, about 135.1 feet to a point;
Thence North, 42 feet to a point;
Thence East, 25 feet to a point;
Thence North to the North Right-of-Way line of West Washington Street, 66 feet wide;
Thence West to the Southwest corner of Medina City Lot 353;
Thence North, 106.6 feet to a point;
Thence West 45 feet to a point;
Thence North to the South line of Medina City Lot 325;
Thence West to the Southwest corner of Medina City Lot 325;
Thence North, 133.92 feet to the South Right-of-Way line of West Liberty Street, 66 feet wide;
Thence East, about 96.97 feet to a point;
Thence North to a point 42 feet South of the North line of Medina City Lot 150;
Thence West, 63.36 feet to a point;
Thence North, 60 feet to a point;
Thence Northeasterly 122.08 feet to a point;
Thence North, 102 feet to the South Right-of-Way line of West Friendship Street, 66 feet wide;
Thence West, about 14 feet to a point;
Thence North, about 134.14 feet to a point;

Thence East to the East Right-of-Way line of North Elmwood Street,
66 feet wide;

Thence North to a point 10 feet South of the Southwest corner of Medina
City Lot 137;

Thence East, 161.5 feet to a point;

Thence North to the South line of Medina City Lot 137;

Thence East, about 41.3 feet to a point;

Thence North to the South line of land now or formerly owned by R. Harry
and Lethan N. Waltz;

Thence East to the East line of Medina City Lot 137;

Thence South, about 93.54 feet to a point;

Thence East to the West Right-of-Way line of North Court Street, 66 feet
wide;

Thence South, about 13.86 feet to a point;

Thence East, about 66 feet to the principal place of beginning.

REQUEST FOR COUNCIL ACTION

*OK
for Hammer
4-2-19*

FROM: Patrick Patton

NO. RCA 19-070-4/8

DATE: April 2, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Job #1033: Lafayette Road Sidewalks

This request is for permission to advertise, bid and award the installation of concrete sidewalks on Lafayette Road from S. Huntington Street to Oak Street. This project is being primarily funded by a federal CDBG grant. The funding for the project will thus be as follows:

- \$ 82,500 from CDBG Grant
- \$ 21,500 from 108-0610-54114
- \$104,000 TOTAL

The Engineering Department will complete preparation of all design documents, including all necessary construction drawings and specifications.

ESTIMATED COST: \$104,000.

SUGGESTED FUNDING: CDBG Grant
Street & Storm Water Special (108)

Sufficient Funds in Account Number:

Transfer Needed

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

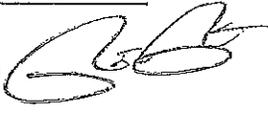
Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

*As H. Amos
OK
4-2-19*

NO. RIA 19-071-4/8

FROM: Patrick Patton 

DATE: April 2, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Agreement with Ohio Edison for Pole Removals and Relocation for City Hall Parking Structure
(City Job #1030)

This request is for Council's authorization for the Mayor to enter into an agreement and contract with Ohio Edison in order to allow Ohio Edison to remove and relocate several utility poles on City owned property that will be in conflict with the proposed City Hall Parking Structure.

The cost for this service is as follows:

- Installation cost = \$38,033

ESTIMATED COST: \$38,033

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes.
Reason: The construction for the parking facility is scheduled to begin in early May, 2019. These poles must be removed/relocated in advance of construction

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

April 3, 2019

City of Medina
Attn: Pat Patton
132 N Elmwood St
Medina, Ohio 44256

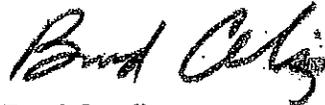
Dear Mr. Patton:

Please review and sign the enclosed contracts for 132 N Elmwood St Medina Ohio (garage project). The total amount due for project will be \$38,032.18. Please return all signed documents in the envelope I have enclosed for your convenience. **Do not send a check when returning the signed documents.** our Accounting Department will send an invoice. No work will be scheduled until the signed contract and customer payment has been received.

After all requirements have been met, please contact Erin Lance @ 330-723-9212 or elance@firstenergycorp.com to schedule the installation of the facilities.

If you have any questions, do not hesitate to call me at (440) 326-3238.

Sincerely,



Brad Cowling
Distribution Tech

Enc.

CUSTOMER INFORMATION: (Please Print)			
CUSTOMER NAME CITY OF MEDINA		ACCOUNT NO	
SERVICE ADDRESS 132 N ELMWOOD ST		SUITE NO	CUSTOMER PHONE (330) 350-0213
CITY MEDINA	STATE OH	ZIP CODE 44256	CUSTOMER PHONE (ALT) (330) 350-0213
MAILING ADDRESS 132 N ELMWOOD ST			
CITY MEDINA	STATE OH	ZIP CODE 44256	
<p>I request to have the Ohio Edison Company perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by the Ohio Edison Company. I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from the Ohio Edison Company will not be impacted in any way regardless of the provider I select to do this work. This is not a invoice.</p>			
CUSTOMER NAME (Or DBA/INC) PRINT:		CUSTOMER NAME (Or DBA/NO) SIGN:	
IF COMMERCIAL OR INDUSTRIAL CUSTOMER - SIGNEE'S TITLE IN THE COMPANY			DATE

If there are any questions concerning this work please call the Ohio Edison Company at 1-800-633-4766.

FOR THE OHIO EDISON COMPANY USE ONLY				
CREWS WORK REQUEST NO	CODE	BILLABLE ID	WORK DESCRIPTION	PRICE
59926779		A	RELOCATE OVERHEAD FACILITIES FOR NEW PARKING GARAGE	\$ 33,510.03
Total Federal Income Tax:				
Total State Tax:				
State: OHIO		Rate:		
County: MEDINA		Total Sales Tax:		\$ 4,522.15
Total to be Billed:				\$ 38,032.18

REMARKS
 RELOCATE OVERHEAD FACILITIES FOR NEW PARKING GARAGE

OHIO EDISON COMPANY REPRESENTATIVE (Print) BRAD COWLING	OHIO EDISON COMPANY REPRESENTATIVE (Signature) 
---	--

Please return one SIGNED copy to:

BRAD COWLING 6326 LAKE AVE ELYRIA, OHIO 44035

**Ohio Line Extension Customer Work Approval and Payment Designation - Form X-3847
Terms and Conditions**

Ohio Edison Company, Illuminating Company, or Toledo Edison Company ("Operating Company") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of Operating Company.

BILLING AND PAYMENT

In the event that Operating Company performs the agreed to work prior to payment, Operating Company will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to Operating Company upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 ½%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse Operating Company in full for all costs of collection, including attorney fees, incurred or paid by Operating Company in connection with collecting, or attempting to collect, any amounts due under this Agreement.

INDEMNIFICATION

Owner agrees for itself, its successors and assigns, to defend, indemnify and save Operating Company, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by Operating Company under this Agreement, unless initiated or proximately caused by the sole negligence of Operating Company. Notwithstanding the foregoing, Operating Company shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

LIMITATION OF LIABILITY

Neither Operating Company, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of Operating Company's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

FORCE MAJEURE

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of Operating Company.

ARBITRATION

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

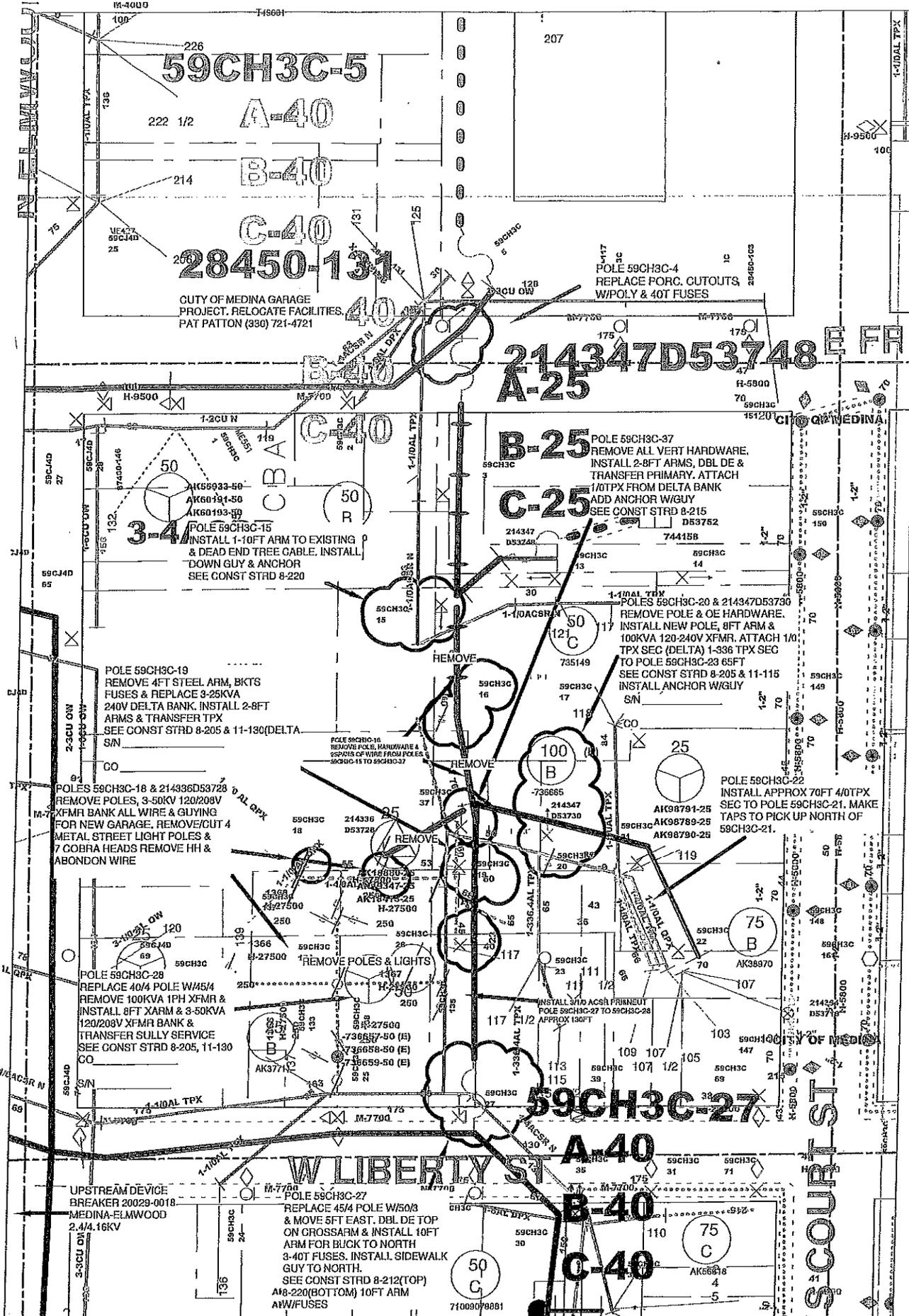
NON-WAIVER

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.

Customer Initials _____ Date _____



Designer : COWLING, BRAD A	Phone : (440)326-3238	WR Name : 59925779	Region : Ohio Edition -- Ohio Central Region
Sales Rep : COWLING, BRAD A	Phone : (440)326-3238	Township - County : -----	Substation : MEDINA Circuit : ELMWOOD
Scheduler : LANCE, ERN	Phone : (330)723-9212 ext.	Customer City of MEDINA	Upstream Device: SEC MAP
Work Request: 59926779	SAP Order #: 16099347	Street No : 132	Primary Voltage : 2.4/4.16 KV
Apprv: _____ Date: _____	Apprv: _____ Date: _____	City : MEDINA	Forestry Req: N
Proposed : [Y or N] # of Y		Zip : 44256	Exemptions N
			Foreman's Signature: _____ Const. Comp. Date: _____

Scale: 1" = 50'

1 2 D

Patrick Patton

From: Cowling, Brad A <bcowling@firstenergycorp.com>
Sent: Monday, April 01, 2019 7:33 AM
To: Patrick Patton
Subject: RE: Medina City Hall Parking Deck - Ohio Edison poles to be removed or relocated
Attachments: SELSC030-P19040107310.pdf

Morning Pat,

I completed an estimate to relocate our facilities for the new parking garage. The City of Medina would be responsible for \$38,032.18. We are doing some facility upgrades near the location that are part of the project that will not be billed to the city. I attached a rough design sketch for your reference. Please let me know when this gets approved so I can complete the contracts and mail them out for your signature. If you have any questions, please let me know.

Thanks,

Brad Cowling
Distribution Tech
Medina Engineering
(440) 326-3238
(440) 251-0740
bcowling@firstenergycorp.com

From: Patrick Patton <papatton@medinaoh.org>
Sent: Thursday, January 31, 2019 3:48 PM
To: Cowling, Brad A <bcowling@firstenergycorp.com>
Cc: Wills, Bobby R <bwills@firstenergycorp.com>
Subject: [EXTERNAL] Medina City Hall Parking Deck - Ohio Edison poles to be removed or relocated

Brad-

Hope everything is going well with you and that you are feeling better. We talked a few weeks ago about the City's upcoming City Hall Parking Deck project and how we will need some utility poles removed and relocated. Attached are the preliminary site plan, an aerial photo and the survey; I marked each of these up to outline what we will need. You'll see that I believe we need two (2) poles removed and two (2) other poles relocated (four (4) total).

We are in the process of selecting a contractor, we expect to hire one in mid April. At this point we expect construction to begin in early to mid May.

I would like to request a proposal from Ohio Edison to complete this work; we would like to give you the go ahead as soon as possible. It is my understanding that Edison will charge us to remove or relocate poles outside of the right of way. I note that three of the four poles are outside the right of way, but one of the poles (referred to as #4 on the attached) is in the public right of way.

Let me know if you have any questions, I would be happy to meet with you if necessary to discuss.

Thanks.

REQUEST FOR COUNCIL ACTION

OK
Attorney
4-2-19

NO. RCA 19-072-4/8

FROM: Patrick Patton

DATE: April 2, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: City Hall Parking Structure – Design Build Contractor

This request is for Council’s authorization to enter into a contract with a design builder for the design and construction of the City Hall Parking Structure.

The City received both technical and cost proposals from the three short listed design build teams on March 22nd. The technical proposals are currently being reviewed. The review committee will interview the three teams on April 4, 2019. Based on the review and the interview, each team will receive a score for the technical proposal. This score represents 50% of their total score.

On April 5, 2019 the cost proposals will be opened and scored. The cost proposals score will also represent 50% of the total score. The team with the highest combined score will be recommended to Council for award.

Please be advised, this project received a \$1 million grant from the State of Ohio. The total budget for the design and construction of the parking deck is \$3.8 million. The City’s share will thus be \$2.8 million.

Lastly, for Council’s information, we do expect other costs in conjunction with this project. Ohio Edison must remove and relocate several utility poles that will be in conflict with the parking deck; the estimate for this work is a little over \$38,000. Also, the City will have to engage a geotechnical engineer to complete the foundation inspection, as well as construction materials inspection firm to test and monitor the concrete and steel reinforcing placement. The estimate for this service is approximately \$50,000. Lastly, we will be recommending that we engage a construction documentation service to complete a pre-construction survey and perform monthly construction documentation. The cost of this service is \$8,400.

Thank you for your consideration.

ESTIMATED COST: \$3,800,000

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number: \$2,800,000 (City funds)
\$1,000,000 (State grant)

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: In order to complete this project by December, 2019 the construction phase must begin in early May, 2019. Prior to commencing construction, the design builders must prepare the construction drawings. This work must begin as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:
Date:

OK
Dennis Hanwell
4-3-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-073-4/e

FROM: Dennis Hanwell, Mayor
DATE: April 3, 2019
SUBJECT: Real Estate Purchase Agreement
SUMMARY AND BACKGROUND:

Committee: Finance

Respectfully request Council to authorize the Mayor to execute a Real Estate Purchase Agreement for three (3) parcels of vacant land, located on S. Elmwood Avenue, Medina, Ohio; Medina County Permanent Parcel Nos. 028-19A-21-265, 028-19A-21-266 and 028-19A-21-267; containing approximately eight-tenths (.8) acres aggregate and the buildings, fixtures, and improvements, if any, located on the property. The purchase price is \$50,000.00, as well as other fees yet to be determined, included in the attached Real Estate Purchase Agreement. The agreement has been reviewed and approved by Law Director Greg Huber and the Medina County Prosecutor's Office.

See attached Real Estate Purchase Agreement

Estimated Cost: \$50,000.00 plus undetermined fees per contract
Suggested Funding:

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

NEW APPROPRIATION needed in Account No. 143-0748-54411 (JEDD Fund)

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "**Agreement**") is entered into as of _____, 2019 (the "**Effective Date**") by and between the City of Medina, Ohio, an Ohio municipal corporation ("**Purchaser**") and the Medina County Board of County Commissioners, a body politic ("**Seller**"), effective on the Effective Date.

RECITALS

A. Seller owns three (3) parcels of vacant land, located on S. Elmwood Ave, Medina, Ohio; Medina County Permanent Parcel Nos. 028-19A-21-265, 028-19A-21-266 and 028-19A-21-267; containing approximately eight-tenths (.8) acres aggregate (the "**Land**"), and the buildings, fixtures, and improvements, if any, located on the Land.

B. The Land is specifically described in **Exhibit A** attached to this Agreement.

C. Purchaser wishes to purchase the Land, improvements (if any) located on the Land and all other property rights and appurtenances thereto, including without limitation all easements, rights, hereditaments and interests appurtenant thereto (collectively called the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale.** Subject to the provisions hereof, Seller shall sell to Purchaser and Purchaser shall purchase from Seller, for the consideration and upon the terms provided in this Agreement, the Property, together with all easements, rights and appurtenances to the Property, but excluding oil and gas leases and rights of way of record, free and clear of all liens, encumbrances, liabilities, obligations, rights, and third-party interests except the real property taxes and assessments for the year of conveyance and thereafter, and except as otherwise provided in this Agreement. Otherwise Purchaser hereby purchases the property in "as-is/where is" condition.

2. **Purchase Price.** The purchase price for the Property will be Fifty Thousand Dollars (\$ 50,000.00) (the "**Purchase Price**") payable as follows:

(a) Five Thousand Dollars (\$ 5,000.00) deposited by Purchaser (the "**Earnest Money Deposit**") with Transfer Title Agency 748 N Court St, Medina, OH 44256 (the "**Title Company**") contemporaneously with the execution of this Agreement by Purchaser. The Title Company shall place the Earnest Money Deposit in an escrow account.

(b) The balance of the Purchase Price, adjusted as provided for in this Agreement, will be paid by Purchaser to the Title Company in immediately available funds at Closing.

3. **Inspection by Purchaser.**

(a) Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser the due diligence materials set forth on **Exhibit B** attached to this Agreement and incorporated herein.

(b) After the Effective Date of this Agreement and continuing until Closing, Purchaser and Purchaser's agents, employees, consultants and permittees may enter upon the Property for the purpose of inspecting, making environmental audits (including, if desired by Purchaser, Phase I and II environmental studies), and conducting other due diligence with respect to the Property, including, but not limited to, inspecting: (i) the physical condition of the Property; (ii) the status of compliance with laws, regulations or ordinances issued or imposed by any governmental or public authority having jurisdiction over the Property; (iii) the availability of utilities, (iv) zoning certification; and (v) the presence or absence of hazardous substances.

4. **Title Insurance.** Seller will cause the Title Company to furnish to Purchaser, at Seller's expense, a current commitment for title insurance within fifteen (15) calendar days after the Effective Date, together with legible copies of all documents listed as exceptions in the commitment, and a current certificate of taxes due, on the current standard form of 2006 ALTA Owners Title Insurance Policy (the "**Commitment**"). Seller will deliver or cause to be delivered to Purchaser, at Purchaser's expense, promptly after the Closing, the owner's title insurance policy issued by the Title Company insuring Purchaser's title to the Property consistent with the Commitment (the "**Title Policy**"), and subject to the matters approved by Purchaser in accordance with paragraph 5 below (the "**Permitted Exceptions**").

5. **Title Objections.** Within fourteen calendar days after Purchaser receives the Commitment, Purchaser shall notify Seller in writing of any objections to any items identified in the Commitment. Seller will have fourteen calendar days after it receives Purchaser's written objections ("**Seller's Cure Period**") to notify Purchaser in writing of those objections that Seller is willing to cure, if any, or to advise Purchaser that Seller does not intend to cure such items. If Seller fails to cure to the satisfaction of Purchaser any written objection by Purchaser of which Seller has been given notice in accordance with this paragraph, or elects not to cure, then Purchaser may elect, as its sole remedy to either (a) waive the objection by written notice to Seller within ten business days after Seller's Cure Period and proceed to Closing, or (b) terminate this Agreement by written notice to Seller, in which case the Earnest Money Deposit will be paid to Purchaser and the parties will be released from all obligations hereunder. Purchaser will have seven (7) calendar days after receipt of any amendment to the Commitment to object to any changes in the same fashion as objections to the initial Commitment under this paragraph. Any items in the Commitment that Purchaser does not object to, or which Purchaser subsequently waives, will be deemed approved by Purchaser. Purchaser hereby acknowledges that the following exceptions to title are Permitted Exceptions and Purchaser may not object to them: (i) those items created by Purchaser or which Purchaser has agreed to assume in its sole discretion; (ii) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (iii) covenants, conditions, restrictions, agreements and easements of record that do not interfere with Purchaser's intended use of the Property; and (iv) legal highways. The foregoing

notwithstanding, except for the Permitted Exceptions, all mortgages, liens and other encumbrances of ascertainable amounts incurred by, for, or on behalf of Seller and encumbering the Property shall be paid by Seller at or before Closing.

6. **Title at Closing.** At Closing, Seller will convey to Purchaser fee simple title to the Property, free of all liens other than the Permitted Exceptions, by general warranty deed. Seller will deliver to Purchaser any assignments, transfers, and other documents as reasonably requested by Purchaser to fully vest Purchaser with such title to the Property and all appurtenances, hereditaments, rights and interests in connection with the Property.

7. **Closing.** The closing of the transactions contemplated under this Agreement (the "**Closing**") will take place on the business day as agreed by Purchaser and Seller on or after which all conditions to the obligations of the parties to consummate the transactions contemplated have been satisfied or waived (other than conditions with respect to actions the respective parties will take at the Closing itself). The Closing will be held at the offices of the Title Company. The following will occur at the Closing:

(a) **Deed.** Seller will deliver to Purchaser (or its nominee) a general warranty deed to the Property subject only to the Permitted Exceptions, in the form attached as **Exhibit C.**

(b) **Closing Certificate.** Seller will deliver to Purchaser the certificate required by paragraph 10(b)(vi) below.

(c) **Purchase Price.** Purchaser will deliver to the Title Company the balance of the Purchase Price due at Closing, and the Title Company will pay to Seller the Purchase Price, as adjusted under this Agreement.

(d) **Certificate of Non-Foreign Status.** Seller will deliver a certificate of non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(e) **Settlement Statements.** Seller and Purchaser will execute and deliver to the appropriate settlement and closing statements.

(f) **Other Documents.** Each party will deliver to the other party and the Title Company such agreements, assignments, conveyances, instruments, documents, certificates and the like as may be necessary or helpful to carry out its obligations under this Agreement.

8. **Prorations and Closing Costs.**

(a) **Taxes.** Real property taxes for the year of the Closing will be apportioned to the date of Closing based upon the most recent levy and assessment. Such apportionment will be a final settlement between the parties. If, at the time of Closing, the Property is subject to or affected by any assessment payable in installments of which the first installment is a charge or has been paid, all remaining installments will be paid by Seller at Closing.

(b) **Transaction Costs.**

(i) Seller will pay the cost of title examination, conveyance fees and transfer taxes, and the cost of preparing the general warranty deed.

(ii) Purchaser will pay the cost of an Owners Fee Policy and any endorsements to the Title Policy, the premium for any lender's title insurance policy, and the recording fee for the warranty deed and the Purchaser's mortgage, if any; provided that Seller shall pay for any special endorsements as may be supplied by Seller in cure of title objections in accordance with paragraph 5 above.

(iii) Escrow fees of the Title Company will be divided equally between Seller and Purchaser. Each party will be responsible for payment of its own attorneys' fees.

9. **Seller's Use of the Property Before Closing Date.** From and after the Effective Date of this Agreement:

(a) Seller will operate and maintain the property in a manner consistent with past practice and in the ordinary course of business.

(b) Seller will not grant or convey any easement, lease, lien or other encumbrance which cannot be released at Closing, or any other legal or beneficial interest in the Property without the prior written consent of Purchaser.

(c) Seller will not violate any law, ordinance, rule or regulations affecting the Property.

(d) Seller will preserve intact and unimpaired the condition of and any and all easements, appurtenances, privileges and licenses in favor of the Property.

(e) Seller will pay when due all payments on any liens or encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the date of Closing.

(f) Prior to closing, Seller will remove all its personal property from the premises including any and all recycling bins that are upon the property.

10. **Closing Conditions.**

(a) **Conditions to Seller's Obligations.** Seller's obligations under this Agreement to perform the Closing are expressly conditioned upon the following:

(i) Seller receives the Purchase Price in cash or other immediately available funds; and

(ii) Purchaser delivers to Escrow Agent all closing documents required to be executed and delivered by Purchaser pursuant to this Agreement, or as may be reasonably requested by the Title Company.

(b) **Conditions to Purchaser's Obligations.** Purchaser's obligations under this Agreement to perform the Closing are expressly conditioned upon the following:

(i) **Title Review.** Purchaser's inspection, review and approval or deemed approval of the Commitment in accordance with paragraph 4 above.

(ii) **Title Policy.** Purchaser shall have received an irrevocable commitment of the Title Company to issue the Title Policy to Purchaser.

(iii) **Inspection of the Property.** Purchaser is satisfied with Purchaser's inspection and review of the physical condition of the Property in accordance with paragraph 3 above.

(iv) **Governmental Approvals.** Purchaser has obtained all governmental approvals and permits necessary for the development and operation of the Property as contemplated by Purchaser,

(v) **Third Party Agreements.** Seller has terminated all management and other contracts affecting the Property.

(vi) **Seller's Warranties.** Seller's representations and warranties contained in paragraph 13 below are true and correct as if made at the time of Closing and Seller delivers to Purchaser at the Closing a certificate to such effect.

(vii) **No Material Adverse Change.** No material adverse change from the date of this Agreement to the date of Closing in the condition or economics related to the Property.

11. **Approval or Waiver of Conditions.** The conditions set forth in paragraph 10(b) are for the benefit of Purchaser. Purchaser, in its sole discretion, may waive such conditions without affecting its rights hereunder. If Purchaser notifies Seller on or before the date specified for notice to Seller ("**Notice Date**") that Purchaser is dissatisfied with any of the conditions set forth in paragraph 10(b), Seller will have a period of 10 business days after the Notice Date to cure the condition with which Purchaser is dissatisfied. If Seller fails to, or elects in its sole discretion not to, so cure, unless the parties otherwise agree in writing, the Earnest Money Deposit will be promptly returned to Purchaser by the Title Company together with any interest thereon and the parties will be released from all obligations hereunder.

12. **Condemnation.**

(a) If notice is received by Seller before the Closing that any portion of the Property will be taken in condemnation or pursuant to the right of eminent domain, or if any such proceeding (judicial, administrative or otherwise) is commenced after the Effective Date hereof, there will be no disposition or settlement of such condemnation or eminent domain proceedings without the prior written consent of Purchaser, such consent may not be unreasonably withheld, conditioned or delayed, and (a) this Agreement, at the option of Purchaser, may be declared null and void and the Earnest Money Deposit immediately will be returned to Purchaser; or (b) Purchaser may close the purchase of the Property without any abatement in Purchase Price and any award or proceeds received from such condemnation or right of eminent domain proceeding will be assigned to Purchaser, and Seller will pay to Purchaser any funds received by Seller in connection with such condemnation.

13. **Seller's Warranties.** Seller hereby represents, warrants and agrees that as of the Effective Date, except as may be caused or created by Purchaser:

(a) Seller is duly organized and validly existing under the laws of the State of Ohio.

(b) Seller has the capacity and authority to execute this Agreement and perform the obligations of Seller under this Agreement. All actions necessary to authorize the execution, delivery and performance of this Agreement by Seller have been taken and such action has not been rescinded or modified. The execution of this Agreement and the consummation of the transactions contemplated hereby constitute the valid and binding obligation of Seller in accordance with the terms of this Agreement except as such obligation may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity.

(c) Seller is the sole owner of, and has good and indefeasible title to the Property, subject only to the Permitted Exceptions. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement.

(d) Seller is not a "foreign Person" within the meaning of Section 1445 of the Internal Revenue Code.

(e) Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller is bound.

(f) There is no pending or, to Seller's knowledge, threatened litigation affecting or related to the Property or Seller's interest in the Property or that would affect the transactions contemplated by this Agreement. There are no condemnation, environmental, zoning or other land use proceedings pending or, to Seller's knowledge, contemplated which would affect all or any part of the Property.

(g) Seller has not received any notice or order from any governmental authority in respect of any proposed change in the valuation of the Property for personal property or real estate tax purposes from that assessed for the current assessment period nor does Seller know of any action or proceeding designed to levy any special assessments against the Property. Seller has not been notified of possible future improvements by any public authority, any part of the cost of which would or might be assessed against the Property or of any contemplated future assessments of any kind. No tax complaint, tax certiorari or similar proceedings seeking an increase or reduction in value for real estate taxes are pending, whether on behalf of Seller or otherwise, in respect of the Property.

(h) Seller has complied in all material respects with all applicable laws, ordinances, orders, rules, regulations, licenses, permits and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices which may be applicable to the Property. No application for variance or change in zoning, use or occupancy is pending. No notices or citations of any applicable private restriction or of the violation of any zoning regulation or directive of any governmental authority or authorities having jurisdiction relating to the Property or any parts thereof have been received by Seller.

(i) Seller has not received any written notice from a governmental authority that the Property fails to comply with any laws, regulations, ordinances, orders or other requirements of any governmental authority having jurisdiction over or affecting the Property or any part thereof.

(j) For purposes of this subparagraph (j), the following definitions apply:

(i) "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any federal, state, or local governmental authority, including but not limited to, any material or substance which is (r) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted hazardous waste" under any provision of law of the state in which the Property is located, (s) radon, (t) petroleum and petroleum products, (u) asbestos, (v) polychlorinated biphenyl, (w) radioactive material, (x) designated a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317), (y) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (z) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) "Environmental Laws" means all statutes specifically described in the definition of Hazardous Materials and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with the Hazardous Materials.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, pleading, investigation, proceeding, judgment, letter or any other written or oral communication from the United States Environmental Protection Agency, the department or agency of the state where the Property is located which deals primarily with protection of the environment, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted in or which may result in the release of any Hazardous Materials into the environment including, the surface water, groundwater, soil, air or other environmental media, or other violation or alleged violation of environmental laws and shall expressly include the imposition of any lien pursuant to any federal, state or local environmental laws, ordinances or regulations.

No Hazardous Materials have been located on the Property or released into the environment from or discharged, placed or disposed of at, on or under the Property; the Property has never been used as a dump for waste material; the Property and its prior uses comply with, and at all times have complied with, all Environmental Laws; and the Property is free of all Hazardous Materials other than minor quantities used for cleaning and other similar permitted purposes and stored in accordance with Environmental Laws. Seller has not received any Notice from any applicable governmental agency seeking any information or alleging any violation of Environmental Laws. To Seller's knowledge, there is not located at the Property any underground or above ground tanks. Seller is not aware that any tank previously has been removed from the Property. To Seller's knowledge, no condition, circumstance or set of facts in respect of the Property constitutes a significant hazard to health, safety, property or the environment for which Seller is or may be liable.

14. **Purchaser's Warranties.** Purchaser hereby represents, warrants and agrees that as of the Effective Date:

(a) Purchaser is a municipal corporation duly organized and validly existing under the laws of State of Ohio.

(b) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. All actions necessary to authorize the execution, delivery and performance of this Agreement by Purchaser have been taken and such action has not been rescinded or modified. The execution of this Agreement and the consummation of the transactions contemplated hereby constitute the valid and binding obligation of Purchaser in accordance with the terms of this Agreement except as such obligation may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity.

(c) Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or which Purchaser is bound.

15. **Default.**

(a) **Time.** Time is of the essence of this Agreement and of the performance of all obligations, covenants and agreements pursuant to this Agreement.

(b) **Purchaser's Default.** If Purchaser fails to perform any of Purchaser's obligations under this Agreement (other than Purchaser's obligation to close the purchase of the Property upon performance by Seller, as to which no notice need be given and no grace period will be allowed), Seller will give written notice to Purchaser of such default. Purchaser will have 10 days following receipt of such notice to cure such default, or, if such default is not a monetary default and cannot reasonably be cured in 10 days with the exercise of reasonable diligence, such longer period as may be reasonably necessary, to cure such default within the exercise of reasonable diligence, but not to exceed 30 days following receipt of such notice ("**Purchaser's Cure Period**"). If Purchaser fails to cure such default during Purchaser's Cure Period, before the cure of the default, Seller may terminate this Agreement and retain the Earnest Money Deposit as liquidated damages.

(c) **Seller's Default.** Except as otherwise specified above, if Seller fails to perform any of Seller's obligations hereunder, Purchaser will give written notice to Seller of such default. Seller will have 10 days following receipt of such notice to cure such default, or, if such default cannot reasonably be cured in 10 days with the exercise of reasonable diligence, such longer period as may be reasonably necessary to cure such default within the exercise of reasonable diligence, but not to exceed 30 days following receipt of such notice ("**Seller's Cure Period**"). If Seller fails to cure any such default during Seller's Cure Period, Purchaser may either (i) extend the Closing date to permit Seller to cure the default, or (ii) before the cure of the default, treat this Agreement as being in full force and effect and pursue any legal or equitable remedy, including specific performance, or (iii) before the cure of the default, terminate this Agreement, in which case the Earnest Money Deposit will be immediately returned to Purchaser, and Purchaser may also pursue any legal or equitable remedy.

(d) **Remedies Exclusive.** SELLER'S EXCLUSIVE REMEDY FOR DEFAULT BY PURCHASER WILL BE RETENTION OF THE EARNEST MONEY DEPOSIT IN ACCORDANCE WITH PARAGRAPH 15(b).

16. **Broker's Fee.** Seller and Purchaser each represent that it has not dealt with any brokers in connection with this transaction.

17. **Miscellaneous.**

(a) **Survival.** The provisions of this Agreement will survive the Closing, and will not be merged therein.

(b) **Amendment.** No amendment or modification of this Agreement will be valid or binding unless reduced to writing and executed by the parties hereto and their assigns.

(c) **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that upon prior written notice to Seller, Purchaser may assign this Agreement without Seller's consent to any affiliated entity in which Purchaser is the majority owner, or is under common ownership with Purchaser, or to a limited partnership of which Purchaser, its principal, or an affiliate of Purchaser is the general partner, or to a limited liability company of which Purchaser, its principal, or an affiliate of Purchaser is a member or manager, so long as Purchaser remains liable for the obligations contained in this Agreement.

(d) **Notices.** All notices required herein will be in writing and delivered to the parties hereto by personal service or facsimile transmission, or mailed to the parties hereto by personal delivery, recognized overnight courier or delivery services, or registered or certified mail, postage prepaid, return receipt requested, at the addresses or facsimile number set forth below:

If intended for Purchaser:

City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Attn: Mayor

With copies (which shall not constitute notice) to:

City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Attn: Law Department

If intended for Seller:

County of Medina
144 North Broadway Street
Medina, OH 44256
Attn: Scott Miller, County Administrator

With a copy to:
Medina County Prosecutor's Office
72 Public Square
Medina, OH 44256
Attn: Michael K. Lyons, Chief Assistant Prosecutor

If intended for the Title Company:

Attn: _____

Any such notice will be deemed effectively given and received at the time of receipt by any person at the address for notices, if delivered personally, by facsimile, or by an express mail service, or upon receipt or refusal if deposited in the United States mail, postage prepaid, certified or registered, return receipt requested. Any party may designate a different address for the purpose of this paragraph by notice given in accordance herewith.

(e) **Adequate Consideration.** Both parties agree that the covenants and promises contained herein are good and sufficient consideration for their respective obligations required hereunder.

(f) **Governing Law; Waiver of Jury Trial.** This Agreement and the interpretation hereof, shall be governed by and construed all respects in accordance with the laws of the State of Ohio, without regard to principles or conflicts of law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought exclusively against either of the parties in the state or federal courts located in Ohio. ANY RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT IS HEREBY KNOWINGLY AND VOLUNTARILY WAIVED BY THE PARTIES.

(g) **Interpretation.** Captions and headings used in this Agreement are for convenience of reference only and will not affect the construction of any provision of this Agreement. As used herein, the singular will include the plural, and vice versa; and any gender will be deemed to include the masculine, feminine and neuter gender. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

(h) **Binding Effect.** The provisions hereof will be binding upon and inure to the benefit of the successors, representatives and assigns of the parties.

(i) **Waiver.** No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement will operate as a waiver of any other right or remedy, except as otherwise provide herein. No delay on the part of any party in the exercise of any right or remedy will operate as a waiver thereof.

(j) **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, which when any, but not necessarily the same counterpart is executed by all of the parties will constitute the binding agreement of each. Photocopies

and faxes, pdf's and other electronic copies or transmissions of signed copies of this Agreement shall have the same force and affect as a signed original contract.

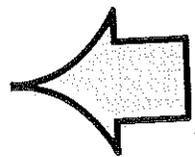
(k) **Entire Agreement.** This Agreement and the Exhibits attached hereto embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written or oral, formal or informal with respect thereto.

(l) **Business Days.** Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday in the United States, such time for performance will be extended to the next business day.

18. **Escrow Agent.** The Title Company (referred to as "**Escrow Agent**" in this paragraph), as Escrow Agent, agrees that upon receipt of the Earnest Money Deposit, it is authorized to accept the same and to hold and release the same in accordance with the terms and conditions of this Agreement. This Agreement shall constitute the escrow instructions, subject only to the Escrow Agent's Standard Conditions of Acceptance of Escrow; provided, however, that the provisions of this Agreement shall govern in the event of any conflicts therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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



By: _____
Printed Name: Dennis Hanwell
Title: Mayor

**MEDINA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: *Pat Geissman*
Printed Name: Patricia G. Geissman
Title: County Commissioner

By: _____
Printed Name: William Hutson
Title: County Commissioner

By: *A.M. Swedyk*
Printed Name: Colleen M. Swedyk
Title: County Commissioner

Exhibit B
Diligence Materials

- 1) Seller's most recent title report or title policy, and copies of all exception documents listed therein;
- 2) Seller's most recent survey;
- 3) Seller's most recent environmental report;
- 4) Real estate tax bills for the past three years;
- 5) Agreements that are not cancelable on 30 days' notice or less;
- 6) Engineering, mine works maps or similar reports respecting the Property.
- 7) [Other]

Exhibit C
Form of Deed

REQUEST FOR COUNCIL ACTION

No. RCA 19-074-4/8

FROM: Civil Service Commission

Committee: Finance

DATE: 4/3/19

SUBJECT: Revision to Job Descriptions

SUMMARY AND BACKGROUND:

Law Director Huber has requested to have the Physical Demands section at the end of each job description, moved under the Essential Job Functions of each job description. This issue was discovered during some legal matter and each job description needs to have these physical demands noted as being essential to being able to perform on a daily basis in each position.

The Civil Service Commission approved to adopt the new job descriptions as presented at the Civil Service Commission meeting April 3, 2019, and now we respectfully request Council to approve and adopt the revised job descriptions into the Salary and Benefits Code Section 31.07.

Estimated Cost:

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

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Batch Number
(Finance use only)

RCA Number RCA19-075-4/8
(Council use only) Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

NO. 2019-010

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE _____
FINANCE COMMITTEE x
COUNCIL x

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		143-0748-54411	Econ Dev-Land	\$ 51,000.00		x
			Total:	\$ 51,000.00		

EXPLANATION:

New appropriation needed for land purchase from JEDD funds.

DEPARTMENT HEAD: Keith Dirham/Lori Bowers

DATE: 4/3/2019

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 62-19

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

*REA 19-096-4/8
Finance Only*

**City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 4/3/2019

Department: MCRC

Amount: \$396.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 574-0350-53315

Vendor: MINJ Technologies (M00029)

Department head/Authorized signature: *[Signature]*

Item/Description:

New computers need new cables

Increase PO 19-852 / new PO

P.O. was \$22,716 Over to \$24,000

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council _____

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

Thank you.



QUOTE

DATE
04/03/2019

QUOTE NO
0001172435

MNJ Technologies Direct, Inc.
1025 Busch Pkwy
Buffalo Grove, IL 60089-4504
(847) 634-0700

P.O.:
PRINTED: Apr 3, 2019 12:21 pm
ORDERED BY: ROB STAMPER

SALESPERSON:	Jimmy Lochner
EMAIL:	jlochner@mnjtech.com
PHONE NO:	(847) 876-8841
EXT:	8341

BILL TO: (00-9500719)
CITY OF MEDINA
PO BOX 703
Medina, OH 44258

SHIP TO: (CITY)
CITY OF MEDINA
132 N ELMWOOD AVE
Medina, OH 44256

ATTN:

ATTN: ROB STAMPER
Phn: 3307233931
Email: itsupport@medinaoh.org

LN	PRODUCT	QTY	ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)	
1	MNJ768554	9		StarTech.com StarTech.com DisplayPort to VGA Video Adapter Converter - DisplayPort video converter - displayport - VGA - Video - DisplayPort Male MFG PART NO. :DP2VGA	27.00	243.00	
2	MNJ7752974	9		Tripp Lite 6ft DisplayPort to DVI-D / DP to DVI Adapter Converter Single Link Video Cable M/M - Single Link Adapter DP2DVI (M/M) 6-ft. MFG PART NO. :P581-006	17.00	153.00	
						Net Order:	\$396.00
						Estimated Sales Tax:	\$0.00
						Shipping Charges:	\$0.00
						Total:	\$396.00
						Less Deposit:	\$0.00
						Order Balance:	\$396.00
Thanks for the opportunity. We appreciate all your business							
SHIP VIA		FOB		TERMS			
FEDEX GROUND				Not 30 Days			

190852

m00029