

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

June 10, 2019
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (May 28, 2019)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a C-1 permit to Rivalry Brews LLC, dba Rivalry Brews, 1st Floor, 124 Lafayette Rd. #101, Medina.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Res. 83-19

A Resolution congratulating Benjamin W. Colonius on attaining the rank of Eagle Scout.

Res. 84-19

A Resolution Congratulating Discount Drug Mart on the occasion of their 50th Anniversary.

Dignitaries' commendations:

- Michelle Gillcrist – N. Ohio Regional Liaison -Office of Ohio Governor Mike Dewine
- Rebecca Armstrong – State Treasurer of Ohio, Deputy Director of Public Affairs
- Stephen D. Hambley – State of Ohio Representative
- Darrell Kick – State of Ohio Representative
- Leah Jones – U.S. Senator Sherrod Brown Regional Representative

- Heidi Matthews – Congressman Gonzales’s Office – District Director
- William Hutson – Medina County Commissioner
- Colleen Swedyk – Medina County Commissioner

Ord. 85-19

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the North-Taxiway Extension Project at the Medina Municipal Airport.

Ord. 86-19

A Resolution authorizing the filing of an Application for Grant Assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the Small Cities PY19 Community Development Block Grant (CDBG) Program.
(emergency clause requested)

Ord. 87-19

An Ordinance authorizing the Mayor to execute a Railroad Crossing Agreement between the City of Medina and the Wheeling and Lake Erie Railway Company relative to the West Smith Road Crossing.
(emergency clause requested)

Ord. 88-19

An Ordinance authorizing the increase of the expenditure to Core and Main to \$60,000 for the Water Department.

Ord. 89-19

An Ordinance authorizing the purchase of one (1) 2019 Ford F550 4 Wheel Drive Truck from Montrose Ford for the Street Department.

Res. 90-19

A Resolution relating to a Moratorium on Enforcement of Zoning Setback, Parking, and Landscape Requirements where nonconformities result from governmental taking of property pertaining to the Ohio Department of Transportation’s (ODOT) State Route 18 Project.

Council comments.

Adjournment.

~ Light refreshments will be served following tonight's meeting ~

MEDINA CITY COUNCIL
Tuesday, May 28, 2019

Opening:

Medina City Council met in regular, open session on Tuesday, May 28, 2019. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Chief Kinney, Chief Painter, Dan Gladish, Mike Wright, Janson Wehrley and Jonathon Mendel.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, May 13th, 2019 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yeas of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Reports of Standing Committees:

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

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb stated he has two meetings scheduled, one on demolition procedures in the code scheduled for June 13th, and the other meeting is on LGBTQ protection scheduled for June 17th.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

Water & Utilities Committee: Mr. Starcher had no report.

Emerging Technologies Committee: Mr. Rose had no report but has a scheduled meeting on June 19th.

Requests for Council Action:

- 19-095-5/28 – Grant Application – Bryne JAG Grant
- 19-096-5/28 – Amend Ord. 75-19 – MCRC Lifeguard Pay Effective Date
- 19-097-5/28 – Bids, North Taxiway Extension
- 19-098-5/28 – Wheeling & Lake Erie Railroad Crossing Agreement
- 19-099-5/28 – Rezone 1088 S. Court St. – R-3 to C-3
- 19-100-5/28 – Increase Exp. – Core & Main – Water Dept.
- 19-102-5/28 – Purchase 2019 F550 Ford Series SD – Street Dept.

Reports of Municipal Officers:

Dennis Hanwell, Mayor, spoke of the Memorial Day Parade and how proud he is of this community. The number of folks that came out and filled up the square on both sides of the street as well as all along Liberty Street between the Square and the Cemetery, just a strong reverence and respect for the Veterans and he very much appreciated it.

- 1) Parking Deck - Construction of parking deck south of Medina City hall will commence this May. Parking will be very limited at Medina City Hall and lot between Sully's patio and Porter's Shoes. Available long term lots are at the southeast corner of West Liberty and South Elmwood; lot on west side of 200 block of South Elmwood (between Smith and Washington); as well as at the existing parking deck behind Common Pleas Courts.
- 2) Farmer's Markets - began on Saturday, May 18th on Public Square and will continue into the fall from 9 a.m. – 1 p.m. each Saturday.
- 3) Drug Court Awareness event on Public Square, May 29th noon – 2 p.m.
- 4) MCS end of school dance party on Square, May 30th 5 p.m. -7 p.m.
- 5) Sat. June 1st Kids Day of Play on Square – MSM – 9 a.m. – 2 p.m.
- 6) Sat. June 1st Ormaco Jazz Under the Stars on Square 7 p.m. – 9 p.m.
- 7) Medina Community Band concert - Square, June 7th at 8:30 p.m.

Keith Dirham, Finance Director stated there is one item on the agenda that he will address when they get there.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Department, had no report.

Kimberly Marshall, Economic Development Director, - Absent.

Jonathan Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Recreation Center Director, thank all the patrons who came out to the Memorial Pool yesterday although it was a little chilly in the morning to swim the pool was at 78 degrees and climbing. Some bad weather is expected this week so watch for closings on their Face Book page. Also, please note, that if the outdoor pool is closed, the entire rec center is available to all season members and pass holders, you are not just limited to the pools at the rec on those days.

The roof project has begun. This will run through September so please be patient with field house and rec pool closing schedules.

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The parking lot repairs are scheduled to begin Monday, June 3rd, pending weather and the exit for the PAC will be the entrance and exit for those days of repair.

A special thank you to the Mayor and Miles Reed for presenting at two of the last three senior lecture series. The seniors greatly appreciate their presentations and they are always very informative.

The next scheduled Rec Advisory Board meeting will be this Thursday, June 18th, at 7:30 a.m. at the Recreation Center.

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

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, was absent.

Nino Piccoli, Service Director, reported the West Smith Road project is progressing, and will remain closed until mid-August of this year.

Ohio Edison is working on removing some old poles and adding new poles in and around the construction site for the new proposed parking structure. There will be an impact with power for some businesses and residents and the property owners will be notified ahead of the same.

City of Medina has issued a RFP for the parking structure -- submittals for Design Build proposals will be due July 8, 2019 at 10 a.m.

Nino stated in the Service Department they have been dealing with numerous high grass violations. They have a process that they follow with respect to notification involving certified letters and at times publication in a local newspaper. Once the notification protocols are met the properties will be monitored and maintained throughout the year.

Confirmation of Mayor's appointments.

Business Development Committee – Bethany Dentler – Exp. 12/31/19
CRA Housing Council – Bethany Dentler – Exp. 12/31/21

Mr. Shields moved to approve the Mayor's appointments, seconded by Mr. Simpson. The roll was called on the Mayor's appointments and was approved by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose.

Notices, Communications and Petitions

Unfinished Business:

There were none.

Introduction of Visitors:

Dan White resides at 961 Norwegian Wood Drive. Mr. White spoke of how his family loves the City of Medina and have lived here for the last 10 years. His concerns are with Carlisle Brake and Friction factory and the loud noises and bad smells they are forced to deal with on a daily basis. He would love to find some kind of solution in a natural sense such as possibly building a mound like the Country Club has with pine trees or something of that nature to help block that off.

Mr. Shields gave an update on the situation stating they recently as of last Friday had a meeting with Carlisle Brake and their plant manager and safety director. Jim expressed the resident's concerns in detail, they walked the perimeter of the building. The mound is probably not an option because they pulled out a lot of dirt in the area where they want to expand eventually, so it wouldn't make sense to bring dirt back in. The other thing they realized is that a large portion of the woods behind their property belongs to the Ohio Army Reserves, The National Guard. It doesn't belong to Carlisle. They spoke to Carlisle about a possible sound wall, and they stated it is not in their budget right now to put one up. The City will help look into possible grants and some funding. The City also asked them for some restrictions on the hours of operations. Jim feels it was a good meeting where the City let them know the concerns from the ward meeting and from emails Mr. Gladish has received from residents, they were going to go back and see what they could address to help us out with some of those issues and so we are in the early stages, we just had that meeting on Friday. Mr. Shields stated that was the first time he ever met with Carlisle directly and they were very open to trying to being a good neighbor. They heard us, they took good notes, and they said to let them see what they can do about some of these things and they will get back to us. Once we have an answer we will share that with the neighborhood as well.

Mayor Hanwell stated in this facility they have special bases under these 30 ton presses so they come down and stamp the machine and you could be standing 3 feet away and you don't feel the floor vibrate. The reason for that is the foundation is on rubber so it absorbs the impact which then lessens the sound and it seems to him a great deal of the sounds seems to be coming from when they are taking the scrap metal out and putting it in the bins which are on the house side of the property. We talked to them about possibly moving it but they built an overhang probably 30 to 40 foot overhang with these large gondolas, and so it's not a matter of moving the bin. We talked to them about restricting taking that scrap outside even if they had to put it in larger bins inside and then during the day take it outside where it's not as problematic as in the middle of the night. Mayor Hanwell stated they were very receptive to our concerns and what we need to accomplish, and we are hopeful we can work to a positive resolution.

Roselia White resides at 961 Norwegian Wood Dr. spoke of liking the City of Medina but when she plays in the woods behind her home she often experiences bad odors and sometimes gets dizzy from the smell. The lights from the Carlisle factory are very bright but the trees having leafs on them now helps a lot.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 078-19:

An Ordinance amending Ordinance No. 75-19, passed May 13, 2019, relative to the Salary

Schedule pertaining to Lifeguards at the Medina Community Recreation Center. Mr. Shields moved for the adoption of Ordinance/Resolution No. 078-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 078-19, seconded by Mr. Simpson. Mr. Dirham stated when they passed this amendment to the life guard pay they didn't specify when it would begin. Keith specified that it begins at the beginning of a pay period so we are not paying lifeguards two different rates in the same pay period. The roll was called on adding the emergency clause and was approved by the yea votes of B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields and D. Simpson. The roll was called and Ordinance/Resolution No. 078-19 passed by the yea votes of D. Simpson, B. Starcher, J. Coyne, E. Heffinger, B. Lamb, P. Rose and J. Shields.

Ord. 079-19:

An Ordinance amending the Program and Activity Fee Structure for the Medina Community Recreation Center. Mr. Shields moved for the adoption of Ordinance/Resolution No. 079-19, seconded by Mr. Simpson. Mike Wright stated that Ord. 79-19 is to update their Program and Activity Fees. These numbers are setting maximum fees charged and do not necessarily reflect what they are going to be. The reason they took off the "Special and Community Events Fee Structure" is that those were deemed too broad of fees. Council wanted us to narrow down what those charges will be and how they will be assessed. The roll was called and Ordinance/Resolution No. 079-19 passed by the yea votes of J. Coyne, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Starcher.

Ord. 080-19:

An Ordinance authorizing the Mayor to enter into Amendment No. 11 to the Agreement with Delta Airport Consultants, Inc. to provide design and consulting work for the North Detention Basin Project at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 080-19, seconded by Mr. Simpson. Mr. Huber stated they are required by the County of Medina to construct a detention basin to handle surface water runoff at the Medina Airport this agreement is an agreement between the city of Medina and Delta Airport Consultants who are our engineers at the airport that authorize the payment to Delta for the design work and the coordination with the FAA on the plans for this construction. The roll was called and Ordinance/Resolution No. 080-19 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher and J. Coyne.

Ord. 081-19:

An Ordinance authorizing the increase of the expenditure to Ohio Regional Development Corporation for the PY17 CHIP Fair Housing Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 081-19, seconded by Mr. Simpson. Mr. Mendel stated this is to increase the existing P.O. that they have for paying out ORDC who are their hired consultant to administer their CHIP program. They need to increase it by \$2,000 to help pay for the Fair Housing portion of their contract. The roll was called and Ordinance/Resolution No. 081-19 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne and E. Heffinger.

Medina City Council
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Res. 082-19:

A Resolution authorizing the Mayor to file an application for grant assistance with the Bureau of Justice Assistance, U.S. Department of Justice for the Edward Byrne Justice Assistance Grant (JAG) Program for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 082-19, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 082-19, seconded by Mr. Simpson. Chief Kinney stated this grant would fund a Traffic Enforcement Officer to be a partial grant for this salary. The emergency clause is requested due to the grant application is due June 3rd, 2019. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, B. Starcher J. Coyne, E. Heffinger, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 082-19 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Starcher, J. Coyne, E. Heffinger and B. Lamb.

Council Comments:

Mr. Heffinger stated this is the last week of school so all the kids will be out this summer so please drive safely there will be a lot of children around where they are not usually around. Eric told the kids to enjoy their summer because he will as a teacher.

This weekend is the annual Kid's Day of Safety on the Square, our third year having a city table there.

Mr. Simpson directed his comment to the Mayor and Mr. Piccoli stating that every year the presentation of the Spring Grove Cemetery and the cemetery Sexton James Hoyt and his staff for always doing a remarkable job not only with the cleanliness and the shape of the chapel and mausoleum, but the grounds with the wet season we've had so far and how everything looked so good.

Mr. Rose had the privilege of serving on the Municipal Court Jury and recommends it because you get to see how the city actually works or at least go and watch how a court proceeding goes. Paul thanked all the Veterans for their services; some gave some and some gave all. For those that gave all they are the reason we are able to do what we do here today, that we have our freedoms, so keep that in mind anytime you see a veteran.

Mr. Simpson stated he misquoted and is always use to praising Mr. Piccoli but the praise should have went more so this time to Mr. Wehrley our Parks Director.

Mr. Lamb stated the date for the demo special legislative meeting is Wednesday, June 12th. H reported the community garden is well on its way, they are working on a lease with the County. He stated he was at the Farmer's Market and he wanted to thank Eric Heffinger the Ward 3 Councilman for organizing the administrations outreach.

Bill spoke of a couple from Michigan that was in town for a wedding and they had never been to Medina, they asked many questions about the architecture of the Court House and how the Square ended up like it was. They were completely taken aback by the Historic District in Medina.

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Rocking the Court music event on South Court Street is June 8th 4-7 p.m. (north end of South Court and around the corner and up South Broadway) Ten bands, food trucks, food stations and fun things to do.

The Design Committee Community Garden Party is on June 22, tickets are available at Cool Beans, Miss Molly's, Root Company and Visitor Bureau. He thanked everyone that donated to the laundry program

Adjournment:

There being no further business before Council, the meeting adjourned at 8:06 p.m.

Teresa Knox, Acting Clerk

John M. Coyne, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7403935		NEW	RIVALRY BREWS LLC DBA RIVALRY BREWS 1ST FL 124 LAFAYETTE RD #101 MEDINA OH 44256
PERMIT NUMBER		TYPE	
05 28 2019			
ISSUE DATE			
C1			RECEIVED JUN 08 2019
PERMIT CLASSES			
52	077	C	C38905
TAX DISTRICT			RECEIPT NO.

FROM 05/30/2019

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 05/30/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/01/2019

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 7403935**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

RESOLUTION NO. 83-19

A RESOLUTION CONGRATULATING BENJAMIN W. COLONIUS ON ATTAINING THE RANK OF EAGLE SCOUT.

WHEREAS: *Benjamin Colonius* is currently a member of Troop 5137, Great Trail Council; and

WHEREAS: As a result of considerable hard work in the areas of citizenship, physical fitness, character and leadership development, *Benjamin Colonius* received his Eagle Scout Award, the highest award attainable in scouting; and

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

SEC. 1: That the Medina City Council hereby commends *Benjamin Colonius* for his outstanding contribution to his community and Boy Scout Troop 5137 in attaining the prestigious rank of Eagle Scout.

SEC. 2: That a signed copy of this Resolution shall be presented to *Benjamin Colonius* in recognition of his hard work and dedication in obtaining this award.

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 84-19

A RESOLUTION CONGRATULATING DISCOUNT DRUG MART ON THE OCCASION OF THEIR 50th ANNIVERSARY.

WHEREAS: *Discount Drug Mart* opened their first store in Elyria in 1969 and the first store in Medina County in 1975, and;

WHEREAS: *Discount Drug Mart* now has a total of 75 locations with 7 of them being located in Medina County; and

WHEREAS: *Discount Drug Mart* is an employee owned company that ranks nationally among the Top 10 Chain Drug Stores based on sales volume and on number of locations.

WHEREAS: *Discount Drug Mart* was founded by a pharmacist, *Parviz Boodjeh* (wife *Mildred*), both deceased; and

WHEREAS: Today, their sons *Dave, Don and Doug*, and daughters *Diana and Deborah* lead the company; and

WHEREAS: Since 1982, both their corporate office and distribution center are located in Medina County; and

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

SEC. 1: That Medina City Council, the Mayor and Administration hereby recognize and congratulate *Discount Drug Mart* for this outstanding achievement.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 85-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE NORTH-TAXIWAY EXTENSION PROJECT AT THE MEDINA MUNICIPAL AIRPORT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the North-Taxiway Extension Project at the Medina Municipal Airport, in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$300,000.00, is available as follows: \$15,950.00 City Funds in Account No. 547-0658-54411, \$14,950.00 in Account No. 109-0658-54411, and \$269,100.00 in Account No. 147-0658-54411.
- SEC. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date -

RESOLUTION NO. 86-19

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, IN CONNECTION WITH THE SMALL CITIES PY19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina, Ohio intends to apply to the Ohio Department of Development Services Agency, Office of Housing and Community Development, for funding under the Small Cities Community Development Block Grant Program, a federally-funded program administered by the State of Ohio in the amount of \$150,000.00 from the Allocation Grant for PY19.

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

SEC. 1: That the Mayor is hereby authorized and directed to file an application for grant assistance with the Ohio Development Services Agency, Office of Housing and Community Development, for the Small Cities Community Development Block Grant Program for the fiscal year 2017 with the funds to be used as follows:

PY17 CDBG Allocation Grant

Activity No. 1	Code Enforcement	\$30,000
Activity No. 2	Public Transit	\$22,500
Activity No. 3	Parks	\$62,500
Activity No. 4	Fair Housing	\$ 6,500
Activity No. 5	Administration	\$ 8,500
Activity No. 6	Planning	<u>\$20,000</u>
		\$150,000

SEC. 2: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with the Ohio Development Services Agency, Office of Housing and Community Development for their implementation and administration.

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

SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to apply for said grant before the deadline of June 14, 2019; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 87-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RAILROAD CROSSING AGREEMENT BETWEEN THE CITY OF MEDINA AND THE WHEELING AND LAKE ERIE RAILWAY COMPANY RELATIVE TO THE WEST SMITH ROAD CROSSING, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Railroad Crossing Agreement between the City of Medina and the Wheeling and Lake Erie Railway Company relative to the West Smith Road Railroad Crossing.
- SEC. 2:** That the City's share of the funds to cover these improvements, in the amount of \$2,500.00 is available in Account No. 108-0685-54414.
- SEC. 3:** That a copy of the Railroad Crossing Agreement is marked Exhibit A attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the completion of the work; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

PUBLIC LIMITS CROSSING AGREEMENT

No. 093668

Between

CITY OF MEDINA

AND

WHEELING & LAKE ERIE RAILWAY COMPANY

Located in the
City of Medina
County of Medina
State of Ohio

Akron Subdivision
Mile Post 138.51
(Lat. 41° 8'9.87"N, Long. -81°53'48.55"W)



PUBLIC LIMITS CROSSING AGREEMENT
No. 093688

THIS PUBLIC LIMITS CROSSING AGREEMENT, made as of the 17th day of May, 2019 between the **CITY OF MEDINA**, an Ohio municipality, having an address of 132 North Elmwood Avenue, Medina, OH 44256, hereinafter called "UTILITY" and **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware corporation, having an address of 100 East First Street Brewster, OH 44613, hereinafter called "RAILWAY" or "W&LE" (the "Agreement").

I. PREMISES

RAILWAY (which when used herein shall include any successor or assignee of or operator over its RAILWAY) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of UTILITY, to be kept and performed, hereby permits UTILITY to construct, maintain, repair, alter, renew, and ultimately remove from over or under RAILWAY's track:

[A 12-inch water pipeline in a 20-inch steel casing crossing under the track of RAILWAY at a depth of 9.0 feet below the base of the rails contained within the street limits of W Smith Road on the Akron Subdivision at approximately Mile Post 138.51 (Lat. 41° 8'9.87"N, Long. - 81°53'48.55"W) in the City of Medina, County of Medina and State of Ohio, attached hereto and made a part hereof;]

and in accordance with the drawings attached entitled "**W SMITH ROAD RECONSTRUCTION, PHASE III (SHEET NUMBER 20 OF 46)**", and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES" shall be under and subject to the following terms, covenants, and conditions as hereinafter recited..

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. RENT/CONSIDERATION.

UTILITY shall pay to RAILWAY upon the execution hereof, the sum of \$450.00 for the preparation of this agreement.

2. CONSTRUCTION.

2.1 The FACILITIES shall be located, constructed and maintained in accordance with the construction plans attached hereto and for the purpose as outlined above. No departure shall be made at any time therefrom except upon permission in writing granted by the Vice President of Engineering of RAILWAY, or his duly authorized representative; provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State of Ohio, has by lawful ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned, provided said ruling or general order does not interfere with or adversely impact the safe use or operation of the property of RAILWAY.

2.2 The work of constructing, maintaining, repairing, altering, renewing, or removing the FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, and will not interfere with the proper and safe use, operation and enjoyment of the property of RAILWAY. UTILITY, at its own

cost and expense, shall, when performing any work in connection with the FACILITIES, arrange with RAILWAY to furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of RAILWAY. In any event, UTILITY shall not enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

2.3 In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons, permittees, or UTILITY during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of the FACILITIES of UTILITY, RAILWAY shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of UTILITY, which covenants and agrees to bear the full cost and expense thereof. The furnishing or failure to furnish inspectors, flagmen or watchmen by RAILWAY, however, shall not release UTILITY from any and all other liabilities assumed by UTILITY under the terms of this Agreement.

3. ADDITIONS.

If UTILITY desires or is required, as herein provided, to revise, renew, or alter in any manner whatsoever the FACILITIES, it shall submit plans to RAILWAY and obtain the written approval of the Vice President of Engineering of RAILWAY, or his duly authorized representative, before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.

4. MAINTENANCE.

4.1 UTILITY shall at all times be obligated to promptly maintain and repair the FACILITIES; and shall, upon notice in writing from RAILWAY and requiring it so to do, promptly make such repairs thereto as may be required by RAILWAY. However, in no event shall UTILITY enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

4.2 In the event of an emergency, UTILITY will take immediate steps to perform any necessary repairs, subject to first immediately notifying and obtaining permission to enter from RAILWAY.

5. GOVERNMENT COMPLIANCE.

UTILITY shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection with the FACILITIES, without any liability whatsoever on the part of RAILWAY.

6. INDEMNIFICATION.

6.1 IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE OPERATION OF RAILWAY AT OR NEAR SAID FACILITIES INVOLVE SOME RISK, AND UTILITY AS PART OF THE CONSIDERATION FOR THIS AGREEMENT HEREBY RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ON ACCOUNT OF LOSS OF OR INJURY TO THE FACILITIES (AND CONTENTS THEREOF) OF UTILITY THAT ARE OVER, UNDER, UPON OR IN THE PROPERTY, TRACK, OR FACILITIES OF RAILWAY INCLUDING THE LOSS OF OR INTERFERENCE WITH SERVICE OR USE THEREOF AND WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

6.2 AND UTILITY ALSO COVENANTS AND AGREES TO AND SHALL AT ALL TIMES INDEMNIFY, PROTECT AND SAVE HARMLESS RAILWAY FROM AND AGAINST ALL COST OR EXPENSE RESULTING FROM ANY AND ALL LOSSES, DAMAGES, DETRIMENTS, SUITS, CLAIMS, DEMANDS, COSTS AND CHARGES WHICH RAILWAY MAY DIRECTLY OR INDIRECTLY SUFFER, SUSTAIN OR BE SUBJECTED TO BY REASON OF, OR ON ACCOUNT OF THE

CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF THE FACILITIES IN, ON, ABOUT OR FROM THE PREMISES, TRACK, OR FACILITIES OF RAILWAY WHETHER SUCH LOSSES AND DAMAGES BE SUFFERED OR SUSTAINED BY RAILWAY DIRECTLY OR BY ITS EMPLOYEES, PATRONS, OR LICENSEES, OR BE SUFFERED OR SUSTAINED BY OTHER PERSONS OR CORPORATIONS, INCLUDING UTILITY, ITS EMPLOYEES AND AGENTS WHO MAY SEEK TO HOLD RAILWAY LIABLE THEREFOR, AND WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

6.3 IF A CLAIM OR ACTION IS MADE OR BROUGHT AGAINST EITHER PARTY AND FOR WHICH THE OTHER PARTY MAY BE RESPONSIBLE HEREUNDER IN WHOLE OR IN PART, SUCH OTHER PARTY SHALL BE NOTIFIED AND PERMITTED TO PARTICIPATE IN THE HANDLING OR DEFENSE OF SUCH MATTER.

6.4 To protect, in whole or in part, its primary obligations under the indemnification provisions of this Agreement, UTILITY shall obtain and carry at its own cost contractual insurance in such form as shall be approved by RAILWAY covering the liability assumed by UTILITY herein, in the following amounts: Bodily Injury \$5,000,000 for each person and \$5,000,000 for each incident; Property Damage \$5,000,000 for each incident. UTILITY shall furnish RAILWAY an appropriate certificate or certificates of insurance executed by an authorized representative of the insurer, evidencing the maintenance of the insurance coverage required herein and containing a provision to the effect that the insured will give RAILWAY at least ten (10) days' prior written notice of any cancellation or modification of any such insurance policy. The aforesaid insurance requirement shall not be deemed to limit or relieve the primary liability of UTILITY under the indemnification provisions hereof, but shall be deemed additional security therefor.

6.5 If UTILITY contracts for new construction or structural alterations to the premises, UTILITY shall provide or shall cause its contractor to provide, at no cost to RAILWAY, Protective Liability Insurance designating RAILWAY as a named insured, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence subject to a Ten Million Dollars (\$10,000,000.00) aggregate limit for all bodily injury and property damage occurrences during each annual policy period. If the construction or alterations involve an exposure to train operations on tracks of RAILWAY, the protective liability insurance shall be on the AAR-AASHTO Form of RAILWAY Protective Insurance. The original protective liability policy shall be submitted to and approved by RAILWAY's Director Real Estate at 100 East First Street, Brewster, Ohio 44613, prior to commencement of the construction or alterations. Said address shall be the name insured's address for the purpose of all notices from the insurer.

7. UTILITY'S COST.

All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, and removal of the FACILITIES shall be borne by UTILITY.

8. CROSSING OR GRADE RELOCATION.

UTILITY shall at its sole cost and expense, upon request in writing of RAILWAY, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property or facilities of RAILWAY, to another location, to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of RAILWAY upon land now or hereafter owned or used by RAILWAY to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction.

9. REMOVAL.

Upon the removal or abandonment of the FACILITIES covered hereby, all the rights of UTILITY hereunder shall cease, and this instrument shall become null and void.

10. SUBSIDENCE.

In the event the FACILITIES consist of an underground occupation, UTILITY will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of RAILWAY arising from or as a result of the installation of the FACILITIES for the term of this Agreement and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

11. ELECTRICAL INTERFERENCE.

In the event the FACILITIES consist of electrical power or communication wires and/or appurtenances, UTILITY shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of the FACILITIES; and if UTILITY should fail to do so, then RAILWAY may do so, and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

12. TAX ASSESSMENTS.

As part of the consideration of this Agreement, UTILITY covenants and agrees that no assessments, taxes or charges of any kind shall be made against RAILWAY or its property by reason of construction of the FACILITIES of UTILITY, and UTILITY further covenants and agrees to pay to RAILWAY promptly the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against RAILWAY or its property by reason of the construction and maintenance of the FACILITIES of UTILITY.

13. EXCLUSIVE LICENSE.

The rights conferred hereby shall be the privilege of UTILITY only, and no assignment or transfer hereof shall be made without the consent and agreement in writing of RAILWAY being first had and obtained.

14. TERMINATION.

In the event of a breach of any of the covenants, terms and conditions hereof by UTILITY, RAILWAY shall have the right to terminate this Agreement.

15. EFFECTIVE DATE.

This Agreement shall take effect as of the day RAILWAY executes it, subject to the provisions of Paragraph 16.

16. APPROVAL.

This Agreement will not become valid until the method of installation and all related matters have been approved by the Vice President of Engineering of RAILWAY, or his duly designated representative.

17. SPECIFICATION.

In the design, construction, arrangement and maintenance of the FACILITIES, the Rules and Specifications of the Public Utilities Commission of Ohio covering the construction at crossings of

underground line of public utilities, shall govern, if applicable; if not applicable, the decision of the Vice President of Engineering of RAILWAY, or his duly authorized representative, shall govern and control.

18. ENTRY NOTICE.

UTILITY agrees to contact the Vice President of Engineering of RAILWAY, or his duly authorized representative, in advance, and receive his approval before entering upon the right-of-way of RAILWAY for any reason. And at the discretion of the Vice President of Engineering of RAILWAY, or his duly authorized representative, UTILITY must schedule flag protection before entering upon the right-of-way of RAILWAY, which is provided by RAILWAY at the expense of UTILITY.

19. FIBER CABLE and SIGNAL CABLES LOCATION.

It is the responsibility of UTILITY to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the right-of-way of RAILWAY. Any damage to or disruption of any fiber optic cable will be the sole responsibility of UTILITY which will indemnify and hold harmless RAILWAY for any expense resulting there from. Before any construction may commence, Ohio Utilities Protection Services (OUPS) must be contacted, where applicable, at the following number: 1-800-362-2764. Calling such number or numbers shall not release or otherwise diminish the remaining obligations of UTILITY hereunder. **UTILITY shall contact the Signals and Communications Supervisor of RAILWAY, or his duly authorized representative, to have all signal cables marked and located. RAILWAY is NOT registered with any underground utility notification service and must be contacted directly to ensure all RAILWAY facilities are accounted for, i.e. signal cables, electric services, culverts, conduits, data lines, communication cables, fiber, water lines, gas lines, sewage, storm drains, bridge footers, and pilings, etc. All expenses incurred by RAILWAY for such services will be invoiced to, and paid by, UTILITY.**

20. GENERAL PROVISIONS.

20.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any part of this Agreement.

20.2 This Agreement shall be governed by the laws of the State of Ohio.

20.3 As used in this Agreement, the words, "RAILWAY" and "UTILITY" shall include the respective subsidiaries, directors, officers, agents, and employees of RAILWAY and UTILITY.

20.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against RAILWAY and UTILITY.

20.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

20.6 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understanding, agreements or representations.

20.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

20.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

20.9 Except as otherwise provided in this Agreement, all notices to be sent from one party to the other shall be in writing and mailed by United States certified mail, postage prepaid. Notices

directed to RAILWAY shall be addressed to Wheeling & Lake Erie Railway Company, 100 East First Street, Brewster, OH 44613. Notices directed to UTILITY shall be sent to the address first listed above for UTILITY.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, in duplicate, as of the day and year first above written.

CITY OF MEDINA

WHEELING & LAKE ERIE RAILWAY
COMPANY

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date

STATE OF OHIO §
COUNTY OF MEDINA §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, as _____ of the City of Medina, an Ohio municipality.

(SEAL)

Notary Public

My Commission Expires: _____

Commission No.: _____

STATE OF OHIO §
COUNTY OF STARK §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, as _____ of Wheeling & Lake Erie Railway Company, a Delaware corporation.

(SEAL)

Notary Public

My Commission Expires: _____

Commission No.: _____

ORDINANCE NO. 88-19

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO CORE AND MAIN TO \$60,000 FOR THE WATER DEPARTMENT.

WHEREAS: The Law Director has requested to increase Purchase Order #2019000524 from \$15,000.00 to \$60,000.00, which requires the Council's approval; and

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

SEC. 1: That the increase to Purchase Order #2019000524 from \$15,000 to \$60,000 is hereby authorized for the Water Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 513-0533-53313.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 89-19

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2019 FORD F550 4 WHEEL DRIVE TRUCK FROM
MONTROSE FORD FOR THE STREET DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the Street Department is hereby authorized to purchase one (1) 2019 Ford F550 4 Wheel Drive Truck – SD Series from Montrose Ford through the State of Ohio Community University Education (CUE) Purchasing Association.

SEC. 2: That the funds to cover this purchase, in the amount of \$67,782.94, are available in Account No. 105-0610-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date –



1277 DeValera Ave., P.O. Box 4537, Akron, Ohio 44310-0537
330-633-6000 1-800-458-7941
FAX 330-633-0834

2773 Salt Springs Rd., Youngstown Ohio 44509
330-793-3333 1-800-589-7911
FAX 330-793-6556

SALES AGREEMENT AND PURCHASE ORDER

Montrose Ford
3960 Medina Road
Fairlawn, Ohio 44333

February 7, 2019

Attention: Jeff Powers
330-666-0711 x162 Phone
jpowers@montroseautogroup.com
RE: City of Medina

QUOTATION

One (1) Reading Model UR132ADWHH WR LH2 FF QM Classic II Steel Utility Service Body:

- 132 in. overall length x 92 in. overall width
- A-60 coated steel construction with tread plate floor
- 50 in. wide cargo area
- 40 ¾ in. compartment height
- 24 ¾ in. floor to top of compartment height
- 21 ½ in. deep compartments
- Hidden hinges
- Ford PQ Red powder coat finish inside and out
- One (1) rectangular light hole in each rear panel
- LED stop, tail and turn signal lights including LED backup lights
- Light harness adapter
- One (1) aluminum gas fuel filler cup
- One (1) curb side mount angular ladder rack installed
- One Whelen Responder R2LLPA amber mini light bar
- One Whelen 3rd brake light mounting bracket for Responder light
- One Whelen four corner strobe light system
- Installed

Purchaser

By: _____

Title: _____

For FALLSWAY EQUIPMENT CO., INC.

The Purchaser orders and agrees to purchase from Fallsway Equipment Co. Inc., the equipment and materials itemized and set forth above, to be paid for by the Purchaser at the prices fixed herein, but subject to the terms and conditions on the reverse side of this agreement.
ALL USED EQUIPMENT IS SOLD "AS IS" WITH NO WARRANTY UNLESS OTHERWISE SPECIFIED.



1277 DeValera Ave., P.O. Box 4537, Akron, Ohio 44310-0537
330-633-6000 1-800-458-7941
FAX 330-633-0834

2773 Salt Springs Rd., Youngstown Ohio 44509
330-793-3333 1-800-589-7911
FAX 330-793-6556

SALES AGREEMENT AND PURCHASE ORDER

One (1) 2 inch receiver type tube hitch installed

15,000 lbs. capacity
7 way round socket with RV style flat pins

One (1) Tommy Gate Model G2-54-1642 EA38 Liftgate per the Following:

49 in. x 38 in aluminum platform plus 6 in. ramp
Two piece folding ramp
1,600 lbs. capacity
Fixed, recessed timed toggle switch control
LED 2 light kit
Installed

One (1) Western MPV-3 9.5 ft. V-Plow per the Following:

14 gauge powder coat moldboard
Flared V-plow blades
31 in. height at center, 39 in. height at ends
High carbon 3/8 in. x 6 in. steel cutting edges
Double acting power angle cylinders
Trip protection
Ultra-Mount 2 snow plow mounting system
In cab controls
Installed

One (1) Sensata Model 12/1500N Pure Sine Inverter per the Following:

1,500 Watts output power
2880 Peak Watts
120 VAC output voltage

Purchaser

By: _____

Title: _____

For FALLSWAY EQUIPMENT CO., INC.

The Purchaser orders and agrees to purchase from Fallsway Equipment Co. Inc., the equipment and materials itemized and set forth above, to be paid for by the Purchaser at the prices fixed herein, but subject to the terms and conditions on the reverse side of this agreement.
ALL USED EQUIPMENT IS SOLD "AS IS" WITH NO WARRANTY UNLESS OTHERWISE SPECIFIED.



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330-793-3333 1-800-589-7911
FAX 330-793-6556

SALES AGREEMENT AND PURCHASE ORDER

12 amps output current
Single phase
4 year warranty
One deep cycle battery and box
Installed

INSTALLED PRICE..... \$28,107.00
(Plus any additional taxes)

Terry Dunn
330-606-2582
tdunn@fallsway.com

Purchaser

By: _____

Title: _____

For FALLSWAY EQUIPMENT CO., INC. _____

The Purchaser orders and agrees to purchase from Fallsway Equipment Co. Inc., the equipment and materials itemized and set forth above, to be paid for by the Purchaser at the prices fixed herein, but subject to the terms and conditions on the reverse side of this agreement.
ALL USED EQUIPMENT IS SOLD "AS IS" WITH NO WARRANTY UNLESS OTHERWISE SPECIFIED.

RESOLUTION NO. 90-19

A RESOLUTION RELATING TO A MORATORIUM ON ENFORCEMENT OF ZONING SETBACK, PARKING, AND LANDSCAPE REQUIREMENTS WHERE NONCONFORMITIES RESULT FROM GOVERNMENTAL TAKING OF PROPERTY PERTAINING TO THE OHIO DEPARTMENT OF TRANSPORTATION'S (ODOT) STATE ROUTE 18 PROJECT.

WHEREAS: The State of Ohio Department of Transportation is constructing a project to widen and reconstruct 2.13 miles of S.R. 18 from just west of Alber Drive in the City of Medina to the intersection of Nettleton Road in Medina and Montville Townships, Medina County. A 10' multi-use path will be constructed on the south side of S.R. 18 from Woodland Drive to Nettleton Road. Additionally, a new structure over the west branch Rocky River will be constructed for the multi-use path. New storm drainage and traffic signals will also be installed. (the "Project"), which involves acquisition of additional right-of-way along State Route 18, River Styx Road, and Foote Road ("governmental action") for the Project; and

WHEREAS: This governmental action *may* affect a particular property owner's compliance with requirements relating to the landscaped area between the right-of-way and the developed portion of the site, the minimum number of parking spaces, parking area setback, signage and fencing setback from the right-of-way, and the use of temporary lighting during construction, as set forth in the City of Medina Zoning Resolution ("Zoning Resolution"), and

WHEREAS: This governmental action *may* place property owners along State Route 18 just west of Alber Drive in the City of Medina to eastern City limits of the City of Medina (located between Glenshire Lane and Foote Road), which involves acquisition of additional right-of-way along State Route 18, through no fault of their own, in a non-compliance situation with respect to the Zoning Resolution, which the City of Medina feels would unfairly burden affected property owners, if required to restore their properties to full zoning compliance, and

WHEREAS: The residents and businesses of City of Medina, as well as the traveling public, will greatly benefit from the State of Ohio Department of Transportation's improvements along State Route 18 from just west of Alber Drive in the City of Medina to the intersection of Nettleton Road in Medina and Montville Townships, Medina County.

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

SEC. 1: This City declares a moratorium upon enforcement of zoning requirements upon property owners located within the City of Medina relating to the landscape area between the right-of-way and the developed portion of the site, the minimum number of parking spaces, parking area setback, signage and fencing setback from the right-of-way, and the use of temporary lighting during construction along State Route 18 from just west of Alber Drive in the City of Medina to the eastern City limits of the City of Medina (located between

Glenshire Lane and Foote Road). A 10' multi-use path will be constructed on the south side of S.R. 18 from Woodland Drive to Nettleton Road. Additionally, a new structure over the west branch Rocky River will be constructed for the multi-use path. New storm drainage and traffic signals will also be installed. (the "Project"), which involves acquisition of additional right-of-way along State Route 18, River Styx Road, and Foote Road for properties affected by the State of Ohio Department of Transportation's Project.

SEC. 2: It is the finding of this City of Medina that any property owners along State Route 18 within the City limits of the City of Medina, from just west of Alber Drive in the City of Medina to the eastern City limits of the City of Medina (located between Glenshire Lane and Foote Road) should not be unfairly burdened with the additional expense of correcting zoning violations created by this governmental action.

SEC. 3: Pursuant to this moratorium, properties adversely affected by the State of Ohio's acquisition of additional right-of-way for this project shall be deemed legal nonconforming properties under the Zoning Resolution.

SEC. 4: This moratorium on Enforcement of Zoning Setback, Parking, and Landscape Requirements is only effective and applicable during the term of time necessary to the State of Ohio Department of Transportation's "project" as defined hereinabove.

SEC. 5: This resolution shall not be deemed to constitute an amendment to the zoning resolution or a waiver of the zoning resolution requirements except as to the issues directly arising from the acquisition of additional right-of-way in the Project area.

SEC. 6: The City of Medina hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the City of Medina, and that all deliberations of the City of Medina, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SEC. 7: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor