

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 19-112-6/24 – Amend Lafayette Township Law Enforcement Services Agreement
- 19-113-6/24 – PY18 CHIP – Private Rehab at 3877 Miller Dr. Brunswick, OH
- 19-114-6/24 – CDBG Citizens Participation Plan Update
- 19-115-6/24 – 2019 Codification Update – Walter Drane
- 19-116-6/24 – Increase P.O. #2019-513 ORDC Soft Costs for PY18 CHIP Grant
- 19-117-6/24 – Bids, S. Broadway Reconstruction Project
- 19-118-6/24 – Grant Application – ODOT – South Prospect Street Bridge
- 19-119-6/24 – Job Creation Grant Payment – Discount Drug Mart
- 19-120-6/24 – Job Creation Grant Payment – Sandridge Food Corp.

6/24/19

**REQUEST FOR COUNCIL ACTION**

**From:** Pamela Miller / John Coyne, Council President **No.** ROA 18-137-7/9 + 11/1

**Date:** 5/2/18 **Committee:** Special Legislation

**Subject:** LGBTQ Inclusive Nondiscrimination Legislation  
*to Finance 6/24/19 11/1/18 6/17/19*

**Summary and background:**

- At the June 25, 2018 Finance Committee meeting we heard from Pamela Miller and a group of residents requesting that Council consider passing LGBTQ Inclusive Nondiscrimination legislation for the City of Medina. (see attached packet for further information)
- Mr. Coyne suggested assigning to the Special Legislation Committee for further discussion.

**10/25/18 – For the November 1, 2018 Meeting:**

- Working with the community members (Equality Medina) who raised the issue of equality legislation guaranteeing all people within the City of Medina equal access to employment, housing, public accommodations and education, we have drafted an ordinance that would provide those guarantees.
- Prior to the Committee discussing the proposed ordinance, I have invited members of Equality Medina to address our committee regarding the significance and need for us to safeguard these rights.
- This proposed legislation, as well as proposed legislation from our Law Director will be the basis for our discussion on this issue.
- Both proposals are attached as well as letters received from the public that speak to the equality issue.

**Estimated Cost:**

**Suggested Funding:**

- **Sufficient Funds in Account:**
- **Transfer Needed From Account No.:**  
**To Account No.:**  
**NEW APPROPRIATION needed in Account No.:**

**Emergency Clause Requested:** Yes \_\_\_ No \_\_\_

**Reason:**

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**COUNCIL USE ONLY:**  
**Committee Recommendation:** *11-1-18 hold  
 6-17-19 Ch. 717 PR/EH 3-0 passed  
 Amend Ch. 541.08 EH/PR 3-0 passed*



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 541.08 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA TO PROHIBIT INTIMIDATION ON THE BASIS OF SEX, GENDER IDENTITY OR EXPRESSION, OR SEXUAL ORIENTATION**

WHEREAS, this Council aims to ensure that criminal intimidation on the basis of sex, gender identity or expression, or sexual orientation is a punishable offense under the City's Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Medina, Ohio that:

Section 1. Section 541.08, "Ethnic Intimidation," of Chapter 541, "Property Offenses," of the Codified Ordinances of the City of Medina," is amended as follows:

**"541.08 ETHNIC INTIMIDATION.**

(a) No person shall violate Ohio R.C. 2903.21, 2903.22, 2909.06, 2909.07 or 2917.21(A)(3) to (5) or Sections 537.05, 537.06, 537.10 (a)(3) to (5), 541.03 or 541.04 of the General Offenses Code by reason of the race, color, religion, ~~or~~ national origin, sex, gender identity or expression, or sexual orientation of another person or group of persons.

(b) In a prosecution under this section, the offenders' motive, reason or purpose may be shown by the offender's temporally related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.

(c) Whoever violates this section is guilty of ~~ethnic~~-intimidation. ~~Ethnic~~-Intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ~~ethnic~~-intimidation.

(d) This section does not apply if the facts alleged in the complaint would constitute a felony under Section 2927.12 of the Ohio Revised Code.

(e) The Police Department shall keep and maintain records of reported violations of this section and reported incidents the motive of which is victim's race, color, religion, national origin, sex, gender identity or expression, or sexual orientation."

Section 2. 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.

Section 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

President of Council

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

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

Clerk of Council

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

Mayor

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING NEW CHAPTER 717 OF THE CODIFIED  
ORDINANCES OF THE CITY OF MEDINA TO PROHIBIT DISCRIMINATORY  
CONDUCT ON THE BASIS OF SEXUAL ORIENTATION AND GENDER IDENTITY  
OR EXPRESSION**

**WHEREAS**, this Council passed Resolution 147-15 in 2015 to affirm the City's ongoing commitment to diversity;

**WHEREAS**, nondiscrimination protections are already afforded under state and federal law to protect against discrimination based on race, color, sex, religion, disability, national origin, ancestry, age, and military status, and discrimination occurring based on these protected classes can be sent to the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, and/or the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity;

**WHEREAS**, in addition to the foregoing, Council desires to protect and safeguard the rights and opportunities of all persons to be free from discrimination based on sexual orientation and gender identity or expression;

**WHEREAS**, Council aims to ensure that all persons who work in, live in, or visit the City of Medina have equal access to employment, housing, and public accommodations.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Medina, Ohio that:

Section 1. Chapter 717, "Discriminatory Conduct in Housing, Employment, and Public Accommodations Based on Sexual Orientation and Gender Identity or Expression" of the Codified Ordinances of the City of Medina," is enacted to provide as follows:

**"Chapter 717**

**DISCRIMINATORY CONDUCT IN HOUSING, EMPLOYMENT, AND  
PUBLIC ACCOMMODATIONS BASED ON SEXUAL ORIENTATION  
AND GENDER IDENTITY OR EXPRESSION**

- 717.01 DEFINITIONS.
- 717.02 FAIR HOUSING.
- 717.03 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO EMPLOYMENT.
- 717.04 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO PUBLIC ACCOMMODATIONS.
- 717.05 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO EDUCATIONAL INSTITUTIONS.
- 717.06 CITY SERVICES, FACILITIES, TRANSACTIONS AND CONTRACTS.
- 717.07 DISCRIMINATORY CONDUCT ADMINISTRATOR.
- 717.08 COMPLAINT AND ENFORCEMENT PROCEDURES.

- 717.09 DISMISSAL OF COMPLAINTS.
- 717.10 JUDICIAL RELIEF.
- 717.11 NON-EXCLUSIVE REMEDIES.
- 717.12 SEVERABILITY.

#### **717.01 DEFINITIONS.**

As used in this Chapter 717:

(a) “Discriminate and discrimination” includes segregated or separated or any difference in treatment based on actual or perceived sexual orientation and gender identity or expression.

(b) “Employer” means any person who employs four (4) or more persons within the City of Medina, including the municipal government of the City of Medina, its boards, commissions, and other affiliated agencies.

(c) “Gender identity or expression” means an individual’s actual or perceived gender-related identity, appearance, expression, mannerisms, or other gender-related characteristics, regardless of the individual’s designated sex at birth.

(d) “Restrictive covenant” means any specification limiting the transfer, rental, lease, or other use of any housing accommodations because of sexual orientation and gender identity or expression, or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing sexual orientation and gender identity or expression as a condition of affiliation or approval.

(e) “Sexual orientation” means a person’s actual or perceived homosexuality, bisexuality, or heterosexuality.

(f) “Unlawful discriminatory practice” means any act prohibited by this Chapter 717.

#### **717.02 FAIR HOUSING.**

(a) It shall be an unlawful discriminatory practice for any person to engage in any of the following acts wholly or partially:

(1) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any real estate transaction based on sexual orientation and gender identity or expression;

(2) To discriminate by imposing less preferential terms on a real estate transaction based on sexual orientation and gender identity or expression;

(3) To represent falsely that an interest in real estate is not available for a real estate transaction because of sexual orientation and gender identity or expression;

(4) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction based on sexual orientation and gender identity or expression;

(5) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction based on sexual orientation and gender identity or expression;

(6) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which the property manager manages based on sexual orientation and gender identity or expression;

(7) To make, print or publish, or cause to be made, printed or published any discriminatory notice, statement, or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto based on sexual orientation and gender identity or expression;

(8) To discriminate in any financial transaction involving real estate, on account of the location of the real estate, be it residential or non-residential (commonly known as "red-lining"), based on sexual orientation and gender identity or expression;

(9) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these, or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially to represent that a change has occurred or will or may occur in the composition with respect to sexual orientation and gender identity or expression of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools in the block, neighborhood or area in which the real property is located (commonly known as "block-busting");

(10) For any person to discriminate in any manner against any other person because that person has opposed any unlawful practice defined in this chapter, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this chapter; and

(11) Notwithstanding the provisions of division (a)(1) through (10) of this section, it shall not be an unlawful discriminatory practice for an owner, lessor, or renter to refuse to rent, lease, or sublease a portion of a single family dwelling unit to a person as a tenant, roomer, or boarder where it is anticipated that the owner, lessor, or renter will be occupying any portion of the single-family dwelling.

(b) Exemptions.

(1) Unless otherwise provided by law, nothing in this section shall bar any religious or denominational institution or organization, or any nonprofit charitable or educational

organization that is operated, supervised, or controlled by or in connection with a religious organization, from limiting the sale, rental, or occupancy of housing accommodations that it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference in the sale, rental, or occupancy of such housing accommodations to persons of the same religion.

(2) Unless otherwise provided by law, nothing in this section shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for a non-commercial purpose, from limiting the rental or occupancy for the lodgings to its members or from giving preference to its members.

### **717.03 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO EMPLOYMENT.**

It shall be an unlawful discriminatory practice, except where based upon applicable national security regulations established by the United States government:

(a) For any employer, because of the person's sexual orientation and gender identity or expression to refuse to hire that person or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment;

(b) For any employer, employment agency, or labor organization to establish, announce or follow a policy of denying or limiting, the employment or membership opportunities of any person or group of persons because of their sexual orientation and gender identity or expression;

(c) For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person's sexual orientation and gender identity or expression in admission to employment in any program established to provide apprentice training;

(d) For any employer, employment agency, or labor organization to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any preference, limitation, specifications or discrimination based upon sexual orientation and gender identity or expression;

(e) For any employment agency to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against any person because of their sexual orientation and gender identity or expression;

(f) For any employer, employment agency, or labor organization to utilize in the recruitment or hiring of persons, any employment agency, placement service, labor organization, training school or center, or any other employee-referring source, known to discriminate against persons because of their sexual orientation and gender identity or expression;

(g) For any labor organization to discriminate against any person or limit that person's employment opportunities, or otherwise adversely affect that person's status as an employee, or

that person's wages, hours, or employment conditions, because of their sexual orientation and gender identity or expression;

(h) For an employment agency, to comply with, accommodate, or otherwise assist with locating an employee related to, a request from an employer for referral of applicants for employment if the request indicates, directly or indirectly, that the employer fails, or may fail, to comply with this chapter;

(i) For any labor organization to limit or classify its membership on the basis of sexual orientation and gender identity or expression;

(j) For any employer, employment agency or labor organization to:

(1) Elicit or attempt to elicit any information concerning the sex, gender identity or expression, or sexual orientation of an applicant for employment or membership;

(2) Use any form of application for employment or personnel or membership blank seeking to elicit information regarding sexual orientation and gender identity or expression but an employer holding a contract containing a non-discrimination clause with the government of the United States or any department or agency thereof, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain such proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;

(k) For any employer, employment agency or labor organization to discriminate against any person because that person has opposed any practice forbidden by this chapter or because that person has made a complaint or assisted in any manner in any investigation or proceeding under this chapter; or

(l) For any person, whether or not an employer, employment agency or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act declared to be unlawful discriminatory practice by this chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt directly or indirectly to commit any act declared by this chapter to be an unlawful discriminatory practice by this chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt directly or indirectly to commit any act declared by this chapter to be an unlawful discriminatory practice.

(m) Nothing in this section shall apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform religious work connected with the carrying on by that religious corporation, association, educational institution, or society of its religious activities, as recited in Section 4112.02(P) of the Ohio Revised Code.

#### **717.04 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO PUBLIC ACCOMMODATIONS.**

It shall be an unlawful discriminatory practice:

(a) For any proprietor or their employee, keeper, or manager of a place of public accommodation to deny to any person except for reasons applicable alike to all persons regardless of a person's sexual orientation and gender identity or expression the full enjoyment of the accommodations, advantages, facilities, or privileges thereof;

(b) For any proprietor or their employee, keeper, or manager of a place of public accommodation to publish, circulate, issue, display, post or mail, either directly or indirectly, any printed or written communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities, goods, products, services and privileges of any such place shall be refused, withheld or denied to any person on account of sexual orientation and gender identity or expression or that such person is unwelcome, objectionable, or not acceptable, desired or solicited; or

(c) For any person, whether or not included in divisions (a) and (b) in this section, to aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.

#### **717.05 UNLAWFUL DISCRIMINATORY PRACTICES RELATING TO EDUCATIONAL INSTITUTIONS.**

It shall be unlawful for an educational institution to engage in any of the following acts wholly or partially for a discriminatory reason because of sexual orientation and gender identity or expression:

(a) To deny, restrict, abridge or condition the use of, or access to, any educational facilities or educational services to any person otherwise qualified;

(b) Notwithstanding the provisions of subsection (a), it shall not be an unlawful discriminatory practice to limit attendance in classes or programs conducted by an educational institution based upon a reasonable educational objective, except where to do so would otherwise violate a duty imposed upon the institution by federal or state law to provide reasonable accommodation; and

(c) Notwithstanding the provisions of subsection (a), it shall not be an unlawful discriminatory practice for an educational institution operated by a religious or denominational institution, or established for a bona fide religious purpose, to admit students or program attendees on the basis of that student's or attendee's religious or denominational affiliation or preference.

#### **717.06 CITY SERVICES, FACILITIES, TRANSACTIONS AND CONTRACTS.**

The City of Medina shall be bound by the provisions of this chapter to the same extent as private persons. All contractors proposing to, or currently doing business with the City of Medina municipal government shall abide by the provisions of this chapter.

**717.07 DISCRIMINATORY CONDUCT ADMINISTRATOR.**

The City of Medina Director of Law, and/or their designee within the Law Department, (for purposes of this chapter, (the "Administrator") shall serve as the City employee designated to receive "Complaints" (as defined in Section 717.08 of this chapter) including conducting investigations, scheduling mediations, and contracting with third parties to investigate and mediate Complaints under this chapter. If mediation is unsuccessful, the Administrator is authorized to conduct or oversee an investigation of the Complaint and enforcement of this chapter, including by taking any actions authorized by Section 717.10 of this chapter.

**717.08 COMPLAINT AND ENFORCEMENT PROCEDURES.**

(a) Complaints.

(1) Whenever it is alleged in writing and under oath or affirmation by a person, referred to in this chapter as the "Complainant", that any person, employer, employment agency, and/or labor organization, referred to in this chapter as the "Respondent", has engaged or is engaging in any unlawful discriminatory practice or act as defined in this chapter (the "Complaint"), the Administrator shall determine, no later than forty (40) business days of receipt of the Complaint, whether a Complaint of discrimination alleges a violation based on gender identity or expression, or sexual orientation with sufficient clarity for the matter to be investigated, mediated, and, when appropriate, enforced under the procedures in this chapter.

(2) Complaints of discrimination alleging a violation of this chapter based on sexual orientation or gender identity or expression, along with an allegation of discrimination because of the Complainant's status in a different legally-protected class (a "Hybrid Complaint") may be subject to deferral to the Ohio Civil Rights Commission ("OCRC") and/or the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity ("FHEO") or the Equal Employment Opportunity Commission ("EEOC") as set forth in this section.

A. The Administrator shall notify a Complainant of the potential additional rights and remedies available by filing a Hybrid Complaint with the OCRC, FHEO or EEOC and that by failing to file with those state and federal authorities, the Complainant may forego their right to do so in the future. Such notification shall be in writing and by certified mail within ten (10) business days of the Administrator's decision to refer the Complaint to the OCRC, FHEO or EEOC.

B. In the event a Complainant declines, in writing, to file a charge with OCRC, FHEO or EEOC, the Administrator may oversee investigation into and/or mediation of the complaint in accordance with this chapter. In the event a

Complainant elects to file a charge with OCRC, FHEO or EEOC, the Administrator shall not hear the Hybrid Complaint while the matter remains pending at the state or federal level unless and until such charge, in its entirety, reaches a final disposition; provided, however, nothing in this division B prohibits a Complainant from filing a separate Complaint as provided in division (a)(3) of this section.

(3) Complaints of discrimination alleging a violation of this chapter shall be overseen by the Administrator in accordance with this chapter without deferral of the Complaint to the OCRC, FHEO, or EEOC unless and until state or federal law is revised to grant the OCRC, FHEO, or EEOC jurisdiction to adjudicate allegations of discrimination on the basis of sexual orientation and/or gender identity or expression, at which time such Complaints may be subject to deferral to those state and federal agencies. A Complaint that fails to properly allege a violation of this chapter may be dismissed by the Administrator at any time.

(b) Deadline for Filing.

A Complaint alleging discrimination under this chapter shall be filed with the Administrator within one hundred twenty (120) days after the alleged unlawful discriminatory practice(s) or act(s) is committed, or within one (1) year after the Complainant discovered or by reasonable diligence should have known of such practice(s) or act(s). The Complaint shall be filed upon oath or affirmation and shall contain such information, including the date, place and circumstances of the alleged discriminatory practice(s) or act(s). The Administrator shall serve notice upon the Complainant acknowledging such filing and advising the Complainant of the time limits provided herein.

(c) Respondent.

(1) Within twenty eight (28) days after the Administrator determines that a Complaint of discrimination alleges a violation based on gender identity or expression, or sexual orientation with sufficient clarity for the matter to be investigated, mediated, and enforced under the procedures in this chapter, the Administrator shall serve a copy of the Complaint and a written notice upon the Respondent identifying the alleged discriminatory practice(s) and setting forth the rights and obligations of the parties under this chapter. Such service shall be by certified mail return receipt requested.

(2) A person who is not named as a Respondent in a Complaint, but who is identified as a Respondent in the course of an investigation, may be joined as an additional or substitute Respondent upon written notice to such person from the Administrator. Notice shall be served upon such additional or substitute Respondent(s) within twenty (20) days of such joinder or substitution and shall explain the basis for the Administrator's belief that the person to whom the notice is addressed is properly joined as a Respondent.

(3) The Respondent may file a Response to the Complaint with the Administrator by regular U.S. Mail, hand delivery, or electronic mail no later than thirty (30) days after service of the Complaint.

(4) The Respondent's Response shall be served by the Administrator upon the Complainant by regular U.S. Mail or electronic mail within fourteen (14) days of receipt by the Administrator.

(d) Investigations.

(1) The Administrator may investigate the allegations in the Complaint or cause the City to enter into a contract with a third party to conduct all necessary investigations into the allegations made in a Complaint and any facts or issues raised in Respondent's Response to a Complaint. An investigation may include, but is not limited to, the following: reading of any and all submitted materials including the Complaint and response, questioning of all Parties and any witness(es), speaking with identified third parties (e.g., employers, co-workers, co-tenants, neighbors), seeking document(s) relevant to the Complaint and the Response, etc.

(2) Upon completion of any third-party investigation, the Administrator shall require the third party to prepare a written report and submit other evidentiary materials detailing the findings of the investigation.

(3) Upon completion of any investigation, the Administrator shall review the facts and any investigatory report(s) and underlying materials and shall endeavor to schedule a mediation between the Complainant and the Respondent before a neutral third-party mediator. Written notification of the mediation shall be served upon the Complainant and Respondent by certified mail return receipt requested or electronic mail.

(e) Mediation. The Administrator shall endeavor to resolve the Complainant's allegations with a mutually agreed upon mediator who shall be a neutral person who is an attorney licensed to practice in Ohio and with mediation experience and discrimination representation experience. If the parties to the mediation cannot agree on a mediator, the Administrator shall choose the mediator.

(1) Nothing said or done in the course of a mediation shall be disclosed or used as evidence in any subsequent proceeding or civil action.

(2) Mediation shall be completed within one hundred twenty (120) days of the filing of the Complaint and shall toll or suspend all other dates and deadlines under this chapter. If mediation fails, the Administrator shall review the facts of the Complaint, and any investigatory report(s) and underlying materials to determine if there has been a violation of this chapter. If the Administrator determines a violation has occurred, the Administrator may bring an action to enforce the provisions of this chapter and seek relief on behalf of the City as authorized in Section 717.08 (f)(1) and (2) and Section 717.10 of this chapter.

(3) An agreement between the parties arising out of such mediation shall be reduced to a written agreement executed by the Respondent and the Complainant and by

the Administrator on behalf of the City of Medina. The City of Medina shall have an interest in the mediation agreement related to enforcement of the purposes and enforcement of this chapter.

(4) The Administrator may impose civil penalties for a violation or breach of a mediation agreement.

(f) Penalties.

(1) The Administrator may impose civil penalties and may issue a cease and desist order for a Complainant's or Respondent's failure to appear at an agreed upon mediation, for a violation or breach of a mediation agreement, and/or for any other violation of this chapter in the following amounts:

A. Five hundred dollars (\$500) for a Complainant's or Respondent's failure to appear at an agreed upon mediation without a showing of good cause, or Complainant's or Respondent's first breach of a mediation agreement, or any other violation of this chapter, as determined by the Administrator

B. One thousand dollars (\$1,000) for a Complainant's or Respondent's second breach of a mediation agreement or a second violation of any other provision of this chapter, as determined by the Administrator.

C. One thousand five hundred dollars (\$1,500) for a Complainant's or Respondent's third or any subsequent breaches of a mediation agreement, or a third or subsequent violation of any other provision of this chapter, as determined by the Administrator.

(2) Upon the failure or refusal of a person to pay the foregoing civil penalties, a civil penalty may be enforced and collected through a civil action brought in the Medina Municipal Court and the court costs shall be charged to the defending party. The civil fines shall be used to offset the costs of administering this chapter.

(3) If the Complainant fails to appear at an agreed upon mediation without a showing of good cause, the Complaint may be dismissed at the discretion of the Administrator.

(4) A civil penalty for the filing of a False Complaint under Section 717.09(b) of this chapter may be enforced and collected through a civil action brought in the Medina Municipal Court and the court costs shall be charged to the defending party. The civil penalties for the filing of a False Complaint may be imposed on a Complainant as follows:

A. Five hundred dollars (\$500) for the filing of the first False Complaint.

B. One thousand dollars (\$1,000) for the filing of a second False Complaint.

C. One thousand five hundred dollars (\$1,500) for the filing of a third and any subsequent False Complaint.

**717.09 DISMISSAL OF COMPLAINTS.**

(a) Where mediation is unsuccessful, the Administrator shall then review the facts related to the Complaint and the Response and any investigatory report(s) and underlying materials to determine if there has been a violation of this chapter. Where the Administrator determines a violation has occurred, the Administrator shall proceed to enforce this chapter as described in Sections 717.08 (f)(4) and 717.10 of this chapter. Where the Administrator determines that no violation under this chapter has occurred, the Administrator shall dismiss the Complaint upon the Administrator's written findings. The Administrator shall promptly serve notice upon the Complainant, Respondent, and any necessary party of any dismissal pursuant to this section.

(b) No person shall knowingly file a Complaint including false or fraudulent information, submitted in bad faith with the intent to defame or to cause other reputational or material harm to an individual, entity or organization (for purposes of this chapter, a "False Complaint"). A determination or finding by the Administrator that a Complaint is unsubstantiated is, alone, insufficient to prove the existence of a False complaint. Upon written findings by the Administrator that a Complainant has filed a False Complaint, the Administrator may impose a civil penalty on the Complainant, as referenced in Section 717.08 (f)(4) of this chapter.

**717.10 JUDICIAL RELIEF.**

(a) If any attempt at mediation under this chapter fails or is otherwise unsuccessful, and the Administrator then determines that a Respondent or Complainant has violated this chapter by engaging in conduct prohibited by this chapter or by filing a False Complaint, the Administrator may, in the Administrator's capacity as the Director of Law for the City of Medina, enforce this chapter by initiating an action in the Medina Municipal Court to collect an unpaid monetary civil penalty as specified in Section 717.08(f) of this chapter.

(b) If any Complainant or Respondent violates any term of a mediation agreement, the Administrator, in the Administrator's capacity as the Director of Law for the City of Medina, may bring an action in the name of the City of Medina for a breach of the mediation agreement and /or specific performance of the mediation agreement in either the Medina Municipal Court or the Medina County Court of Common Pleas, as the Administrator deems to be appropriate.

(c) If a Respondent or a Complainant continues to violate the provisions of this chapter after a civil fine has been imposed on that person, the Administrator, in the Administrator's capacity as the Director of Law for the City of Medina, may bring an injunction action in the name of the City of Medina in the Medina County Common Pleas Court against the violator to seek an order from the court to stop the violation or to otherwise compel compliance with this chapter and may bring any other legal or equitable court action as is provided by law.

**717.11 NON-EXCLUSIVE REMEDIES.**

Nothing contained in this chapter shall prevent any person from exercising any right or seeking any remedy to which they might otherwise be entitled under any other law, regulation, or policy. The remedies provided for in this chapter are in addition to, and not in lieu of, other remedies. A person's decision to seek remedies provided for in this chapter shall not toll any statute of limitations which may apply to any claim, charge, or complaint.

**717.12 SEVERABILITY.**

This chapter and each section and division thereof are hereby declared to be independent provisions, sections, and divisions, notwithstanding any other evidence of legislative intent, and it is hereby declared to be the controlling legislative intent that if any provisions of this chapter, its sections and the divisions thereof, or the application thereof to any person or circumstance, is held to be invalid, the remaining sections and divisions of each section in this chapter shall not be affected thereby. It is hereby declared that such sections and divisions of this chapter would have been passed independently of such section or division that is held to be invalid."

Section 2. 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.

Section 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

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

**REQUEST FOR COUNCIL ACTION**

*OK  
D. J. Farrell  
6-17-19*

No. RCA 19-069-4/8 (4/24)  
*[Signature]*

FROM: Jonathan Mendel, Community Development Director Committee: Finance

DATE: June 17, 2019

SUBJECT: Expand Downtown Medina Parking District Number 1

**SUMMARY AND BACKGROUND:**

This proposal was planned to go before the Finance Committee of City Council at the April 8, 2019 meeting. Unfortunately, after additional research, it was discovered that the area of Parking District #1 was amended by Ordinance 136-84. This information materially changed the mechanics of the legislative process for an expansion of Parking District #1.

Therefore, the following attached documents are a modification of the discussion to incorporate the actual area of Parking District #1 as created by Ordinance 136-84 and includes the Council RCA packet from April 2, 2019 and the Planning Commission discussion from May 9, 2019.

Please find attached are:

- April 2, 2019 Request for Council Action from the Community Development Department
- May 9, 2019 Planning Commission discussion memo
- May 9, 2019 Planning Commission discussion minutes

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:

May 9, 2019

Planning Commission  
discussion minutes



# CITY of MEDINA

## Planning Commission

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### Planning Commission Meeting

Meeting Date: May 9, 2019

Meeting Time: 7:00 pm

Present: Brian Hilberg (alternate), Bruce Gold, Rick Grice, Andrew Dutton, Bob Thompson(alternate), Jonathan Mendel (Community Development Director), Sandy Davis (Administrative Assistant)

Absent: Paul Rose, Monica Russell

The Court Reporter swore in all attendees.

Mr. Gold made a motion to approve the minutes from the April 11, 2019 meeting and the April 25, 2019 meeting as submitted.

The motion was seconded by Mr. Dutton.

Vote:

Grice	<u>Y</u>
Hilberg	<u>Y</u>
Gold	<u>Y</u>
Dutton	<u>Y</u>
Thompson	<u>Y</u>
Approved	5-0

Announcements: Mr. Mendel stated the bid request process was restarted for the parking garage. Mr. Mendel stated when the project is awarded, the project will be coming before the Planning Commission for site plan review.

Old Business:

There were no cases under Old Business.

without knowing if they had a customer base there. Mr. Gold stated he does not see it adding to the traffic flow because he sees it as coming to and from the area, going home from work or going to work would end up using it as opposed to somebody coming from the other side of town. Mr. Gold stated they would have to pass up many ATM's before getting to this one. Mr. Gold stated he does not see it as a problem and would recommend the rezoning.

Mr. Dutton stated with the current application, you need to take the ATM out of the consideration because that is not what the Commission is looking at this evening. Mr. Dutton stated that is what this applicant is going to do but ten years from now, someone could put a more intensive use there such as a bar. Mr. Mendel stated a bar is a permitted use in the C-3 and conditionally permitted use in the C-1 district.

Mr. Dutton stated he has no problem with the ATM but the Commission has to look at the long term possibilities.

Mr. Funk stated the property going south as you enter Medina is being sold and is contingent, those 5 acres, on becoming a nursing home. Mr. Funk stated they have already submitted their application to the State for approval for a nursing home so that 5 acres will be a nursing home in Montville Township.

Mr. Mendel stated that side of Montville Township is all commercially zoned on their zoning map. Mr. Mendel stated in the Special Planning District #1 frontage, is designated for restaurant and commercial development fronting S Court Street.

Mr. Gold made a motion to approve a recommendation to City Council to rezone 1088 S. Court Street from R-3 to C-3.

The motion was seconded by Mr. Dutton.

Vote:	
Dutton	<u>Y</u>
Grice	<u>Y</u>
Gold	<u>Y</u>
Thompson	<u>Y</u>
Hilberg	<u>N</u>
Approved	4-1

Mr. Mendel stated he will inform the applicant of the soonest steps and timeframe for the Council Legislative process.

Discussion Item: Expansion of downtown Parking District #1.

Mr. Mendel stated back on March 14<sup>th</sup>, the Planning Commission discussed the Downtown Parking District and asked for comments from the Planning Commission for the City Council legislative process.

Mr. Mendel stated at that time, he gave a map showing a different configuration from 1978 of the parking district. Mr. Mendel stated there was good commentary about expanding the parking district to Southtown in order to exempt the newly expanded area from the parking requirements of the Planning & Zoning Code. Mr. Mendel stated after receiving indication of an amendment to the parking district in 1984, a document was found showing the district was reduced. Mr. Mendel stated this changes what was discussed on March 14<sup>th</sup> and he would like to make sure the record is as accurate as possible. Mr. Mendel stated it does not materially change the intent to expand the parking district to the area at the south end of the city to help with redevelopment or reuse of existing buildings without over burdening a site with parking. Mr. Mendel stated a parking space takes up 279 sq. ft. of land on average. Mr. Mendel stated there are some sites with more parking than the actual square footage of the building.

Mr. Mendel stated if someone wants to redevelop a building, they may need to buy the building next door and tear down the building in order to meet the parking requirements. Mr. Mendel stated that creates an erosion of space for people and creates more parking for just cars. Mr. Mendel stated real estate developers sometimes have a better handle on what their actual parking needs. Mr. Mendel stated this is not prohibiting the creation of private parking but it allows for the flexibility of the private owner to decide the amount of parking necessary to make their project feasible.

Mr. Mendel stated the packet contains the same information as submitted from March 14<sup>th</sup> with a revised map and included was a copy of the minutes of the discussion from the March 14<sup>th</sup> meeting.

Mr. Mendel stated the change of the size of the parking district from 1978 to 1984 was because this was set up to be an assessment area and the area was much larger. Mr. Mendel stated there was probably a lot of push back from residents for having to pay to finance it. Mr. Mendel stated he thinks that is why the district was reduced in size to be just outside of the Historic District. Mr. Mendel stated expanding it to this area, with no assessment process, would allow flexibility of reuse and redevelopment of properties in the southern part of the city. Mr. Mendel stated it still includes the existing parking district because it has benefit to the easy re-occupancy of buildings in the downtown.

Mr. Grice stated the piece between Lafayette and Smith west of Huntington is a completely residential block with the exception of two properties in it. Mr. Mendel stated the auto repair is there and a light industrial building which is commercially occupied. Mr. Mendel stated there is also commercial occupancy on the north side of Smith Road. Mr. Mendel stated the houses on the little triangle between the creek and Smith Road are actually zoned C-2. Mr. Mendel stated he thinks the path of future land use on Smith Road needs to remain C-2. Mr. Mendel stated the city recently had a house demolished because it was a hazard at 322 W. Smith Road. Mr. Mendel stated he included this in the same manner as he included the former James Lumber site. Mr. Mendel stated for potential ease of redevelopment.

Mr. Grice stated everything else makes sense to him it is just that block because those homes or duplexes, with the exception of the ones mentioned on Smith R.d., he does not see them going anywhere for a period of time. Mr. Mendel stated there is one family that owns about 60% of them. Mr. Mendel stated it is zoned residential, Mr. Mendel stated likely the highest intensity in that area would be low scale multi-family redevelopment.

Mr. Gold stated he wishes there was someone here representing the business community or a developer who could speak to their needs.

Charles Marshall stated the Southtown organization is impressive and the activity in this area is impressive. Mr. Marshall stated the city has been allocated from the state 15 additional liquor licenses for future development down the road. Mr. Marshall stated the area is recognized as an area of growth for the city. Mr. Marshall stated Farmer's Exchange probably does not meet the current parking requirements. Mr. Marshall stated there was a dual parking arrangement when he purchased the property and because of the development, that has been rescinded. Mr. Marshall spoke about Southtown.

Mr. Marshall stated this would be very beneficial to developers.

Mr. Dutton stated the city needs to proactively look for public parking locations in that Southtown area. Mr. Dutton stated there is a lack of on-street or off-street public parking which can only additionally spur redevelopment as that parking is already there for the developer. Mr. Mendel stated that is the next step.

Mr. Gold made a motion to approve a recommendation of the new Southtown addition to the Parking District #1.

The motion was seconded by Mr. Hilberg.

Vote:	
Dutton	<u>Y</u>
Grice	<u>Y</u>
Gold	<u>Y</u>
Thompson	<u>Y</u>
Hilberg	<u>Y</u>
Approved	5-0

Having no further business, the meeting was adjourned.

Respectfully submitted,

  
\_\_\_\_\_  
Sandy Davis

  
\_\_\_\_\_  
Rick Grice, Chairman

May 9, 2019

Planning Commission  
discussion memo



**CITY of MEDINA**  
**Community Development**  
**Department**

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## MEMORANDUM

TO: Planning Commission

From: Jonathan Mendel, Community Development Director 

Date: May 9, 2019

Subject: Expand Downtown Medina Parking District Number 1

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**Background:**

This conceptual discussion was brought before the Planning Commission at your March 14, 2019 meeting. There was good discussion on the subject, which was going to be provided to the City Council for consideration.

Unfortunately, after additional research, it was discovered that the area of Parking District #1 was amended by Ordinance 136-84. This information materially changed the mechanics of the legislative process for an expansion of Parking District #1.

Therefore, the following is a modification of the March 14, 2019 memorandum to incorporate the actual area of Parking District #1 as created by Ordinance 136-84. This new information could affect the Planning Commission discussion from March 14, 2019.

**Discussion:**

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 Parking District #1 has been active since 1978, modified to its current area in 1984 and has been part of the continued success of central Medina since 1984. 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 136-84. 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. 136-84 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 136-84 (amending Ord. 26-78 and Parking District #1 area)
- March 14, 2019 Planning Commission discussion minutes

**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**

<b>Residential Uses</b>	<b>Formula</b>
<b>Assisted Living, Nursing, Convalescent Home, Transitional Housing</b>	One (1) space for each two (2) resident rooms + one space for every five (5) resident rooms.
<b>Bed and Breakfast</b>	Two (2) spaces for owner + one (1) space for each guest room.
<b>Day Care, Child (In-Home)</b>	See Single Family Detached Dwelling.
<b>Group Home</b>	One (1) space for two (2) beds + one (1) space for every 400 square feet of gross floor area, excluding resident rooms.
<b>Independent Living Facility</b>	One and one-half (1½) spaces for each dwelling unit + one (1) space for every five (5) dwelling units.
<b>In-Law Suite</b>	One (1) space in addition to the requirement of the single family dwelling.
<b>Mobile Home Dwelling</b>	Two (2) spaces for each unit.
<b>Multi-Family Dwelling</b>	Two (2) spaces for each dwelling unit + one (1) space for each five (5) dwelling units for visitor parking.
<b>Single Family Attached and Single-Family Detached Dwelling</b>	Two (2) spaces for each dwelling.
<b>Two Family Dwelling</b>	Two (2) spaces for each dwelling.
<b>Banquet, Conference Center or Meeting Halls</b>	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.
<b>Bar or Tavern</b>	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.
<b>Building Materials, Contractors Equipment Sales Yard</b>	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.
<b>Car Wash, Automated</b>	Three (3) stacking spaces for each automated car wash lane.
<b>Car Wash, Self Service</b>	Two (2) stacking spaces for each stall + two (2) drying spaces for each stall.
<b>Commercial Entertainment</b>	One (1) space for each three (3) seats or one space for each 100 square feet of floor area, whichever is greater.
<b>Commercial Uses</b>	<b>Formula</b>
<b>Commercial Recreation</b>	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.
<b>Convenience Store</b>	One (1) space for each 300 square feet of net floor area + one (1) space per every two (2) pumps.
<b>Day Care Center or Nursery, Child</b>	One (1) space for each 200 square feet of licensed capacity plus sufficient space for child drop-off/loading area.

<b>Distribution Center for Fuel, Food and Goods</b>	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
<b>Drive-In Establishments</b>	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
<b>Wholesale Establishment</b>	One (1) space for each 500 square feet of gross floor area.
<b>Financial Institution</b>	One (1) space for each 200 square feet of floor area + four (4) stacking spaces for each drive-in service window.
<b>Funeral Home or Mortuary</b>	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.
<b>Hotel or Motel</b>	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
<b>Manufacturing Uses</b>	One (1) space for each 500 square feet of manufacturing floor space + one (1)space for each 200 square feet of related office space.
<b>Mixed Uses</b>	The sum of spaces of each use reduced by fifteen percent(15%).
<b>Motor Vehicle Filling Station (without Convenience Retail)</b>	Two (2) spaces for each two (2) fuel pumps + one (1) space for each fifty (50) square feet of attendant facility.
<b>Motor Vehicle Repair or Service Station</b>	Two (2) spaces for each service bay (excluding the bay) + two (2) spaces for every two (2) fuel pumps.
<b>Motor Vehicle, Truck, Trailer and Farm Implement Sales</b>	One (1) space for each 300 square feet of net floor area of the showroom.
<b>Office, Professional and Administrative (excluding medical)</b>	One (1) space for each 400 square feet.
<b>Office, Medical/Dental Clinic</b>	One (1) space per 200 square feet.
<b>Commercial Uses (Cont.)</b>	
	<b>Formula</b>
<b>Outside Storage</b>	Two (2) spaces for the first 2,000 square feet + one (1) space for each additional 2,000 square feet of outdoor storage area.
<b>Personal and Professional Services</b>	One (1) space for each 300 square feet of gross floor area + one (1) space for each service vehicle parked on site
<b>Plant Greenhouse (Commercial)</b>	One (1) space for each 800 square feet of indoor/outdoor sales space.
<b>Research and Development Laboratory</b>	One (1) space for each 400 square feet of gross floor area
<b>Restaurant</b>	One (1) space for each two (2) seats of seating capacity + four (4) stacking spaces for each drive through window.
<b>Retail</b>	One (1) space for each 400 square feet of gross floor area.
<b>Sexually Oriented Business</b>	One (1) space for each 200 square feet of gross floor area.
<b>Truck or Transfer Terminal</b>	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
<b>Veterinary Office or Hospital</b>	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

<b>Warehousing</b>	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.
<b>Cemetery</b>	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.
<b>Public and Semi-Public Uses</b>	<b>Formula</b>
<b>Club, Fraternity, Lodge or Similar Organization</b>	One (1) space for each 100 square feet of floor area.
<b>Community Center or Recreation Center</b>	One (1) space for each 250 square feet of floor area.
<b>Educational Institution for Primary Education (Pre K-8)</b>	Two (2) spaces for each classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
<b>Educational Institution for Secondary Education (9-12)</b>	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
<b>Educational Institution for Higher Education (University, College, Technical, Vocational)</b>	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium.
<b>Hospital</b>	One (1) space for each bed + one (1) space for each 500 square feet of administrative, office and laboratory space.
<b>Library</b>	One (1) space for each 400 square feet of floor area.
<b>Passenger Transportation Agency and Terminal</b>	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.
<b>Public Government Facility</b>	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.
<b>Public Recreation or Park Facility</b>	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.
<b>Religious Place of Worship</b>	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. 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.

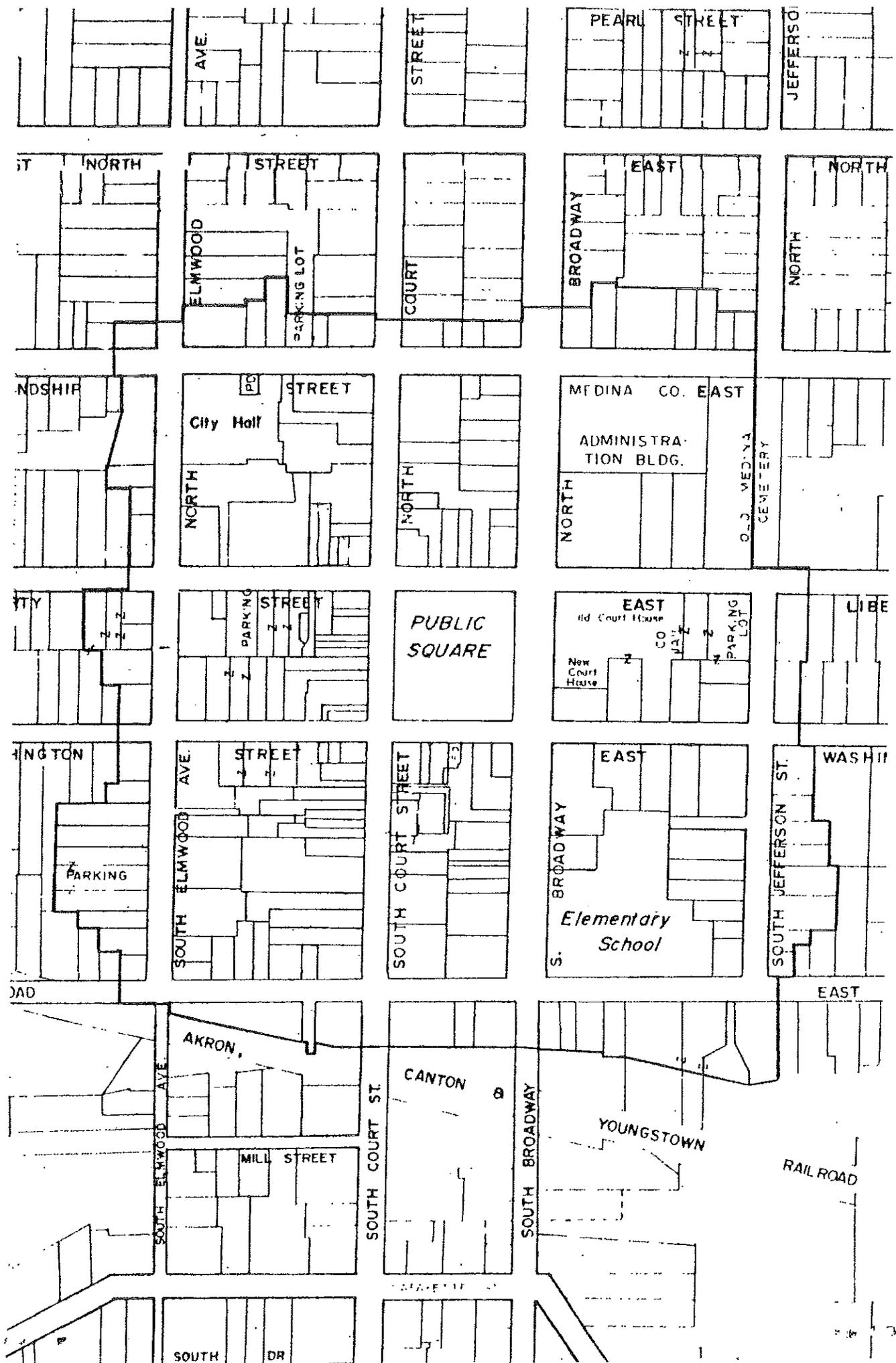
PASSED: October 9, 1984 SIGNED: [Signature]  
President of Council Pro-Tem

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~~ <sup>November</sup> and the 9 day of ~~October~~ <sup>November</sup>, 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.



# CITY of MEDINA

## Planning Commission

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### 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.

Note:

Dutton	<u>Y</u>
Rose	<u>Y</u>
Gold	<u>Y</u>
Grace	<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,

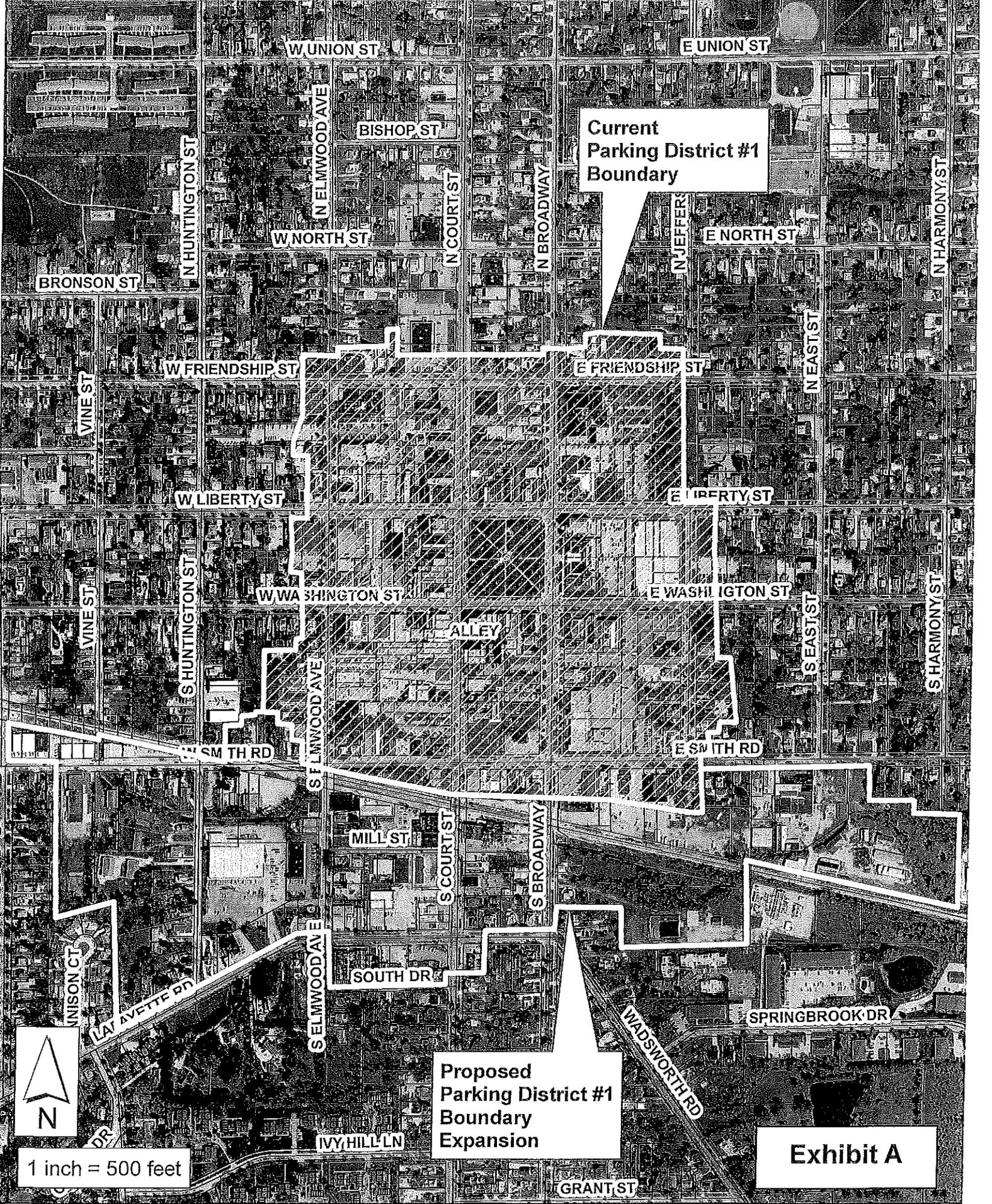
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Sandy Davis

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Rick Grice, Chairman

# Current and Expanded Parking District #1



Current  
Parking District #1  
Boundary

Proposed  
Parking District #1  
Boundary  
Expansion

Exhibit A



1 inch = 500 feet

April 2, 2019

Request for Council  
Action from the  
Community  
Development  
Department

**REQUEST FOR COUNCIL ACTION**

No \_\_\_\_\_  
*[Signature]*

FROM: Jonathan Mendel, Community Development Director Committee: Finance

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**

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## **MEMORANDUM**

TO: Planning Commission

From: Jonathan Mendel, Community Development Director 

Date: March 14, 2019

Subject: Expand Downtown Medina Parking District Number 1

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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**

<b>Residential Uses</b>	<b>Formula</b>
<b>Assisted Living, Nursing, Convalescent Home, Transitional Housing</b>	One (1) space for each two (2) resident rooms + one space for every five (5) resident rooms.
<b>Bed and Breakfast</b>	Two (2) spaces for owner + one (1) space for each guest room.
<b>Day Care, Child (In-Home)</b>	See Single Family Detached Dwelling.
<b>Group Home</b>	One (1) space for two (2) beds + one (1) space for every 400 square feet of gross floor area, excluding resident rooms.
<b>Independent Living Facility</b>	One and one-half (1½) spaces for each dwelling unit + one (1) space for every five (5) dwelling units.
<b>In-Law Suite</b>	One (1) space in addition to the requirement of the single family dwelling.
<b>Mobile Home Dwelling</b>	Two (2) spaces for each unit.
<b>Multi-Family Dwelling</b>	Two (2) spaces for each dwelling unit + one (1) space for each five (5) dwelling units for visitor parking.
<b>Single Family Attached and Single-Family Detached Dwelling</b>	Two (2) spaces for each dwelling.
<b>Two Family Dwelling</b>	Two (2) spaces for each dwelling.
<b>Banquet, Conference Center or Meeting Halls</b>	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.
<b>Bar or Tavern</b>	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.
<b>Building Materials, Contractors Equipment Sales Yard</b>	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.
<b>Car Wash, Automated</b>	Three (3) stacking spaces for each automated car wash lane.
<b>Car Wash, Self Service</b>	Two (2) stacking spaces for each stall + two (2) drying spaces for each stall.
<b>Commercial Entertainment</b>	One (1) space for each three (3) seats or one space for each 100 square feet of floor area, whichever is greater.
<b>Commercial Uses</b>	<b>Formula</b>
<b>Commercial Recreation</b>	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.
<b>Convenience Store</b>	One (1) space for each 300 square feet of net floor area + one (1) space per every two (2) pumps.
<b>Day Care Center or Nursery, Child</b>	One (1) space for each 200 square feet of licensed capacity plus sufficient space for child drop-off/loading area.

<b>Distribution Center for Fuel, Food and Goods</b>	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
<b>Drive-In Establishments</b>	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
<b>Wholesale Establishment</b>	One (1) space for each 500 square feet of gross floor area.
<b>Financial Institution</b>	One (1) space for each 200 square feet of floor area + four (4) stacking spaces for each drive-in service window.
<b>Funeral Home or Mortuary</b>	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.
<b>Hotel or Motel</b>	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
<b>Manufacturing Uses</b>	One (1) space for each 500 square feet of manufacturing floor space + one (1)space for each 200 square feet of related office space.
<b>Mixed Uses</b>	The sum of spaces of each use reduced by fifteen percent(15%).
<b>Motor Vehicle Filling Station (without Convenience Retail)</b>	Two (2) spaces for each two (2) fuel pumps + one (1) space for each fifty (50) square feet of attendant facility.
<b>Motor Vehicle Repair or Service Station</b>	Two (2) spaces for each service bay (excluding the bay) + two (2) spaces for every two (2) fuel pumps.
<b>Motor Vehicle, Truck, Trailer and Farm Implement Sales</b>	One (1) space for each 300 square feet of net floor area of the showroom.
<b>Office, Professional and Administrative (excluding medical)</b>	One (1) space for each 400 square feet.
<b>Office, Medical/Dental Clinic</b>	One (1) space per 200 square feet.
<b>Commercial Uses (Cont.)</b>	
	<b>Formula</b>
<b>Outside Storage</b>	Two (2) spaces for the first 2,000 square feet + one (1) space for each additional 2,000 square feet of outdoor storage area.
<b>Personal and Professional Services</b>	One (1) space for each 300 square feet of gross floor area + one (1) space for each service vehicle parked on site
<b>Plant Greenhouse (Commercial)</b>	One (1) space for each 800 square feet of indoor/outdoor sales space.
<b>Research and Development Laboratory</b>	One (1) space for each 400 square feet of gross floor area
<b>Restaurant</b>	One (1) space for each two (2) seats of seating capacity + four (4) stacking spaces for each drive through window.
<b>Retail</b>	One (1) space for each 400 square feet of gross floor area.
<b>Sexually Oriented Business</b>	One (1) space for each 200 square feet of gross floor area.
<b>Truck or Transfer Terminal</b>	One (1) space for each 1,500 square feet of gross floor area + one (1) space per facility vehicle.
<b>Veterinary Office or Hospital</b>	Two (2) spaces for each examination room + one (1) space per each 200 square feet of laboratory and office floor area.

<b>Warehousing</b>	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.
<b>Cemetery</b>	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.
<b>Public and Semi-Public Uses</b>	<b>Formula</b>
<b>Club, Fraternity, Lodge or Similar Organization</b>	One (1) space for each 100 square feet of floor area.
<b>Community Center or Recreation Center</b>	One (1) space for each 250 square feet of floor area.
<b>Educational Institution for Primary Education (Pre K-8)</b>	Two (2) spaces for each classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
<b>Educational Institution for Secondary Education (9-12)</b>	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium and gymnasium.
<b>Educational Institution for Higher Education (University, College, Technical, Vocational)</b>	Ten (10) spaces for every classroom + one (1) space for every eight (8) seats in any auditorium.
<b>Hospital</b>	One (1) space for each bed + one (1) space for each 500 square feet of administrative, office and laboratory space.
<b>Library</b>	One (1) space for each 400 square feet of floor area.
<b>Passenger Transportation Agency and Terminal</b>	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.
<b>Public Government Facility</b>	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.
<b>Public Recreation or Park Facility</b>	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.
<b>Religious Place of Worship</b>	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: Cornell W. ...  
President of Council

ATTEST: Helen H. Wyman  
Clerk of Council

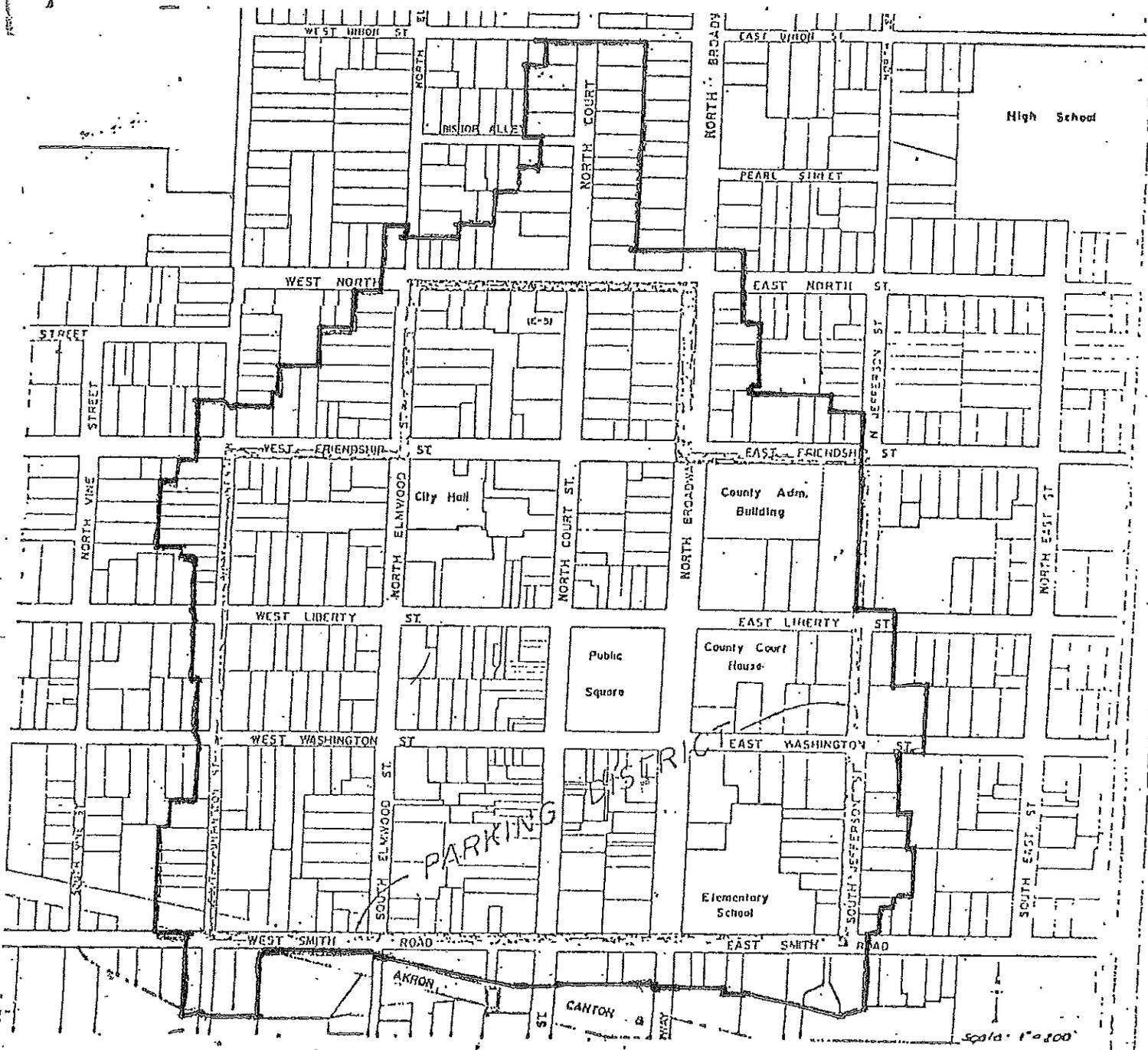
APPROVED: March 1, 1978

SIGNED: August Eber  
Mayor

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

Helen H. Wyman  
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;

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



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,

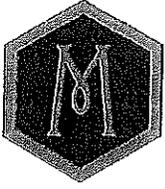
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Sandy Davis

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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 1145.04 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 25<sup>th</sup>, 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

**REQUEST FOR COUNCIL ACTION**

*OK  
Dr. (Kinney)  
6-12-19*

No. RCA 19-12-6/24

Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials:  
\_\_\_\_\_

*EJK*  
(Signature)

Guidelines: See information on back of form

**Date:** 6/12/19

*Amend 99-18 119-18*

**Subject:** Request for the Mayor/Public Safety Director to sign an amendment to the Law Enforcement Services Agreement between the City of Medina and the Board of Trustees of Lafayette Township

**Summary and Background:** Lafayette Township will employ a non-commissioned Medina Special Officer to work as a Community Resource Officer with duties assisting Medina Police Department in its community Law Enforcement Services to Lafayette Township and Lafayette Township Fire Department. Compensation and financial responsibilities are described in the Amendment attached.

**Estimated Cost:**

**Suggested Funding:** Existing Lafayette Township Law Enforcement Contract Fund

**Sufficient Funds in Account:** Yes

**Transfer Needed From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**New Appropriation Needed:** N/A

**Account No:**

**Emergency Clause Requested:** YES

No Yes If yes, reason: Retroactive to 3/1/19

**Council Use Only:**  
\_\_\_\_\_

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**  
**Date:**

**AMENDMENT ONE TO THE AGREEMENT FOR COMMUNITY LAW ENFORCEMENT SERVICES BY AND BETWEEN  
THE CITY OF MEDINA AND THE BOARD OF TRUSTEES OF LAFAYETTE TOWNSHIP DATED JUNE 26, 2018**

Now come the parties to the above referenced agreement and hereby agree to amend that agreement to include the terms as set forth below, to be effective as of the 1<sup>st</sup> day of March 2019.

Lafayette Township will employ a Community Resource Officer who shall have work duties that include assisting the Medina Police Department in its community Law Enforcement Services to Lafayette Township; in addition, the Community Resource Officer shall assist the Lafayette Township Fire Department. The Community Resource Officer will maintain a non-commissioned special officer status with the Medina Police Department. The Community Resource Officer's duties with the Medina Police Department shall be compensated for by way of payment directly from the reserve fund (including funds from non-levy sources which may be transferred in that account) in the township law enforcement contract fund. The compensation for the law enforcement contract levy funds collected each year by the township after the commencement of this contractual agreement.

In addition, from time to time as may be requested by the Medina Police Department Chief of Police or directly by the Lafayette Township Board of Trustees, reserve funds in the law enforcement contract fund may be appropriated for law enforcement or Community Policing Resource Officer related expenses. Reserve funds so appropriated will not be deducted from the pass through to the City of Medina of the total law enforcement contract levy funds collected by the township as required pursuant to this agreement.

For Lafayette Township Board of Trustees

For the City of Medina

\_\_\_\_\_  
Michael Costello  
Lafayette Township Trustee

\_\_\_\_\_  
Dennis Hanwell  
Mayor/Public Safety Director

\_\_\_\_\_  
Martin Warchola  
Lafayette Township Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynda Bowers  
Lafayette Township Trustee

\_\_\_\_\_  
Date

**ORDINANCE NO. 99-18**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAFAYETTE TOWNSHIP TRUSTEES FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES IN ITS JURISDICTION.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement with Lafayette Township Trustees for the purpose of providing Community Policing law enforcement services in its jurisdiction.
- SEC. 2:** That a copy of the Agreement for Community Policing Law Enforcement Services is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC.4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** June 25, 2018

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** June 26, 2018

**SIGNED:** Dennis Hanwell  
Mayor

AGREEMENT FOR COMMUNITY POLICING LAW  
ENFORCEMENT SERVICES

ORD. 99-18  
EXH. A

See Ord.  
119-18

THIS AGREEMENT FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES (Agreement) is made and entered into this 26<sup>th</sup> day of June 2018, by and between The City of Medina, Medina County, Ohio (Medina), and the Trustees of Lafayette Township, on behalf of the Lafayette Township Police District (the Township).

PURPOSE

The purpose of this Agreement is to provide the Township with law enforcement services to its jurisdiction. This agreement is written in accordance with O.R.C. Section 505.43 and 505.50, which specifically allows a Township and Municipal Corporation to contract for the provision of police protective services on any terms agreed upon.

This agreement is necessary for the health, safety and well-being of the Township and its inhabitants and consistent with the approval of a funding levy authorized by the voters of the Lafayette Police District on November 7, 2017 for a period ending December 31, 2022.

TERMS

1. Law Enforcement Service. The Medina Police Department shall exercise community policing services on behalf of the Township in the same manner and to the same extent it exercises such services for the residents of The City of Medina. This means that the Medina City Police Department shall perform any police function, exercise any police power, or render any police service on behalf of the Township, which the Township may perform, exercise or render. This Agreement does not, however, suspend the Township's power to perform or exercise police services independent of the Medina Police Department, nor does it limit the Sheriff's authority to directly provide police protection services as permitted by law.

The Medina Police Department will add the Township to its Southwest sector (west of Court Street / south of Smith Road) and dedicate a police vehicle for service in that sector for each shift, twenty-four hours, seven days every week of the year, except emergency situations, shift change and processing of prisoners or case investigation resulting from activity in that sector. Backup will be provided as necessary with other Medina Police Officers or nearest police resources. Medina Police will respond to all emergency fire calls per its medical response protocol.

In return for said services the full proceeds of the Township Police District Levy will be passed through to the City of Medina.

In addition the existing levy surplus will be set aside and saved to finance any extraordinary cost that may arise as determined and authorized by the Township.

The City of Medina will submit monthly reports to the Township involving police activity in the Township and provide an officer to attend a Township meeting once a month to present and discuss said report with the Board of Trustees.

2. Separate Entities. The parties agree that the Township and City of Medina are separate and independent legal entities with full authority to perform all acts as necessary to enter into this agreement.

The Parties further agree, that for all legal purposes, the City Police Officers operating under this Agreement within the Township are City of Medina employees under the exclusive control of the City of Medina and shall be covered by its liability insurance the same as other City Police Officers.

3. Medina Liaison. The Medina Police Chief shall designate in writing one officer, in addition to himself, to serve as a direct contact for the Township Board of Trustees to discuss service issues. A direct phone number and email address shall be provided for said officer.
4. Rules and Regulations. All Medina Police Officers who perform law enforcement services for the Township pursuant to this Agreement must observe the normal standards of the Medina Police Department and all Department policies, rules and regulations.

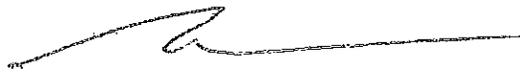
5. Integration. This writing embodies the complete Agreement between the City of Medina and the Township and no other promises, conditions, or terms, express or implied, exist between the City of Medina and the Township.
6. Term. This Agreement shall be in full force and effect until December 31, 2022. Both Parties, however, retain the right to cancel this contract upon ninety days written notice. The Township will have no obligation for any expenses, including, but not limited to unemployment compensation, upon termination of the term, or cancellation of, this Agreement.

*2018 PAYMENTS WILL BE PRORATED BASED ON 2018 TOTAL COLLECTIONS*  
8/21/18

WHEREFORE, in consideration of the mutual covenants and promises set forth, the parties hereby execute this Agreement for law enforcement services.

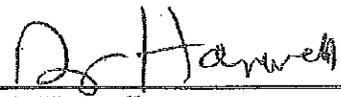
**LAFAYETTE TOWNSHIP  
POLICE DISTRICT:**

BY:   
Michael Costello,  
Lafayette Township Trustee

BY:   
Martin Warchola  
Lafayette Township Trustee

BY:   
Lynda Bowers  
Lafayette Township Trustee

**CITY OF MEDINA**

BY:   
Dennis Hanwell  
Mayor / Safety Director

6-26-18

**ORDINANCE NO. 119-18**

**AN ORDINANCE RATIFYING THE AGREEMENT WITH LAFAYETTE TOWNSHIP TRUSTEES FOR COMMUNITY POLICING LAW ENFORCEMENT SERVICES IN ITS JURISDICTION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance 99-18, passed June 25, 2018, authorized the Mayor to enter into an Agreement with Lafayette Township Trustees for Community Policing Law Enforcement Services in its jurisdiction; and

**WHEREAS:** The parties involved agreed to additional language being added to Section 6 of the Terms regarding 2018 payments.

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

**SEC. 1:** That the Agreement with the Lafayette Township Trustees for Community Policing Law Enforcement Services is hereby ratified and a copy of the Agreement is marked Exhibit A, attached hereto, and incorporated herein.

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to authorize said agreement as soon as possible, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** August 27, 2018

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** August 27, 2018

**SIGNED:** Dennis Hanwell  
Mayor

5. Integration. This writing embodies the complete Agreement between the City of Medina and the Township and no other promises, conditions, or terms, express or implied, exist between the City of Medina and the Township.
6. Term. This Agreement shall be in full force and effect until December 31, 2022. Both Parties, however, retain the right to cancel this contract upon ninety days written notice. The Township will have no obligation for any expenses, including, but not limited to unemployment compensation, upon termination of the term, or cancellation of, this Agreement.

*2018 PAYMENTS WILL BE ADJUSTED BASED ON 2018 TOTAL COLLECTION*

*ex. D. Hanwell 8-27-18*  
*[Signature]*

WHEREFORE, in consideration of the mutual covenants and promises set forth, the parties hereby execute this Agreement for law enforcement services.

**LAFAYETTE TOWNSHIP  
 POLICE DISTRICT:**

**CITY OF MEDINA**

BY: *[Signature]*  
 Michael Costello,  
 Lafayette Township Trustee

BY: *[Signature]*  
 Dennis Hanwell  
 Mayor / Safety Director

*6-26-18*

BY: *[Signature]*  
 Martin Warchola  
 Lafayette Township Trustee

BY: *[Signature]*  
 Lynda Bowers  
 Lafayette Township Trustee

OK  
28 Hammer  
6-13-19

**REQUEST FOR COUNCIL ACTION**

No. RCA 19-113-6/24  
Committee Finance

FROM: Sandy Davis

DATE: 6/13/19

SUBJECT: PY18 CHIP, Private Rehab. At 3877 Miller Dr., Brunswick, Ohio

**SUMMARY AND BACKGROUND:**

This is a request for a purchase order for a Private Rehabilitation project as part of the PY18 CHIP grant at 3877 Miller Drive, Brunswick, Ohio.

Suggested Funding: \$25,545.00

- Sufficient funds in Account No. 139-0458-52215 Activity AC-18-06
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: To expedite the project and payment to the contractor.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**City of Medina Community Housing Impact and Preservation (CHIP) Program  
Agreement for Loan/Grant  
and  
Contract for Housing Rehabilitation**

This Agreement made and entered into this **11th Day of June, 2019** between **Alan G. Jr. and Dawn A. Sibits and JenMet Construction** for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: **3877 Miller Drive, Brunswick OH 44212**

**Owner Agrees:**

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **\$25,545.00** in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. Instruct the Contractor to proceed work as of **June 17<sup>th</sup>, 2019**, unless I, as Owner, exercise my Right of Rescission.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of **\$25,545.00** for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

**Contractor Agrees:**

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of **\$25,545.00**.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
  - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.
  - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
  - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owner and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.
  - d) That the City of Medina will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*

- e) During renovation, remodeling and rehabilitation in Federally owned and assisted Housing program and if I fail to correct the inconsistent work practices.
- f) That the City of Medina will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.
- g) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745.227.
- h) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- i) That Medina County will hold 25% of total contract price until Lead Clearance is achieved.

**Owner and Contractor Agree:**

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

Schedule A: Payment in full, **within 30-90 days**, upon satisfactory completion of the entire rehabilitation work contained in the Contract, as determined by Rehab Specialist.

Schedule B: Progress Payment based on the compensation stated in this Agreement and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion as determined by Rehab Specialist:

- 1. Forty Percent (40%) of total Contract amount when at least Fifty percent (50%) of the work is satisfactorily completed.
- 2. The remaining Sixty percent (60%) when all rehabilitation work is satisfactorily completed and inspected and all manufacturer and supplier written warranties, guarantees, releases of liens and claims of liens from subcontractors, suppliers and laborers have been executed and delivered to the LPA.
- 3. Any other payment schedule mutually agreed to by the Owner, Contractor and LPA. If no other agreement is in writing, Item 8B, 1 & 2 will be in force.

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

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.
14. **Defects after Completion.** The Contractor warrants the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction facton statement verifies satisfaction of the contractor workman ship and validates final payment. No complaints regarding WORKIMANSHIP will be heard by the LPA after this date except failed items covered under the warranties which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 months of work completion. **THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO ABLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.**
15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.
16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 90 days after the date of Rescission. It is agreed between the Owner and the Contractor that in the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.
- The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than September 14<sup>th</sup>, 2019. An extension of time can be given at the Rehab Specialist discretion.
16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.
17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:
- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 18. Section 3 Clause

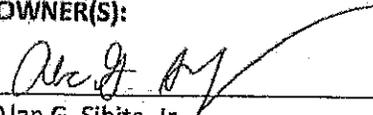
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract).

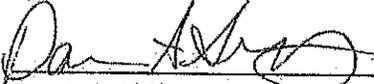
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

**OWNER(S):**

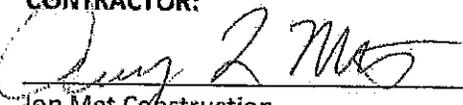
  
\_\_\_\_\_  
Alan G. Sibits, Jr.

  
\_\_\_\_\_  
Dawn A. Sibits

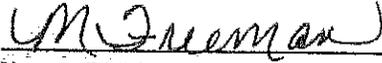
**Owner's Address and Phone Number:**

3877 Miller Drive  
Brunswick OH 44212

**CONTRACTOR:**

  
\_\_\_\_\_  
Jen Met Construction

**WITNESS:**

  
\_\_\_\_\_  
Name, ORDC

**Contractor's Address and Phone Number:**

5000 Pearl Drive  
Lorain OH 44055  
(440-781-3212)

## COST ESTIMATE

Printed on 03/28/19

Specification Listing for 3877 Miller Dr Brunswick jay medina 0031

Contact Alan Sibits

Phone # 216-645-5004

### 01 exterior

Spec# Slug Description

Unit Quantity Unit Total  
Price Est.

07120 Repair foundation wall 1.0 4500.0 4500.0

12132 Insulate Crawl Space. 1.0 700.0 700.0

### 03 Interior Hot Water Tank

13216 Inst 40-gallon gas hot water tank with expansion tank 1.0 1000.0 1000.0

### 04 Rewire upgrade

15132 Install new 200-amp service & complete rewire. 1.0 6500.0 6500.0

### 05 Living Room

15225 Install grounded receptacle. 4.0 660.0 2640.0

15420 Replace exterior light fixture 1.0 50.0 50.0

### 06 Bedroom 1

15225 Install grounded receptacle. 4.0 660.0 2640.0

### 07 Bedroom 2

15225 Install grounded receptacle. 4.0 660.0 2640.0

15322 Replace existing ceiling fixture 2.0 100.0 200.0

### 08 Bathroom 1

15224 Replace outlet with GFCI. 1.0 15.0 15.0

15927 Install exhaust fan and light combo. 1.0 300.0 300.0

### 09 Kitchen

00000 mis 1.0 100.0 100.0

15224 Replace outlet with GFCI. 4.0 80.0 320.0

### 10 Dining Room

15225 Install grounded receptacle. 3.0 500.0 1500.0

16325 Install Low E vinyl replacement window 2.0 700.0 1400.0

### 11 Utility Room

15224 Replace outlet with GFCI. 1.0 15.0 15.0

15225 Install grounded receptacle. 2.0 330.0 660.0

### 12 Utility room

15225 Install grounded receptacle. 4.0 660.0 2640.0

15322 Replace existing ceiling fixture 1.0 50.0 50.0

### 13 Laundry Room

15225 Install grounded receptacle. 3.0 495.0 1485.0

15322 Replace existing ceiling fixture 1.0 50.0 50.0

17114 Install steel pre-hung door with window. 1.0 575.0 575.0

### 14 Bedroom 3

15322 Replace existing ceiling fixture 1.0 50.0 50.0

### 15 Master bedrooms

15225 Install grounded receptacle. 4.0 660.0 2640.0

15322 Replace existing ceiling fixture

1.0 50.0 50.0

15225 Install grounded receptacle.

4.0 660.0 2640.0

**Estimated Total Rehabilitation Cost 37610.0**

# HOME Written Agreement

as required by 24 CFR 92.254

This agreement is to ensure the requirements of the US Department of Housing and Urban Development **HOME** Rule are governed and met. Funds for this project are passed from US Department of Housing and Urban Development to the State of Ohio onto Medina County and awarded to the below stated homeowner for the purpose of Private Owner Rehabilitation.

This agreement is between the homeowner(s), Alan G. Jr. and Dawn A. Sibits, and the City of Medina to commit **HOME** funds for the purpose of Private Rehabilitation thru the Community Housing Impact and Preservation (CHIP) Program.

The amount of assistance for Private Owner Rehabilitation is in the amount of Twenty Five Thousand Five Hundred Forty Five and 00/100 Dollars (\$25,545.00) in the form of a deferred/declining loan funded with HOME (source of funds). These funds are to complete rehabilitation to the property located at: 3877 Miller Drive, Brunswick OH 44212, and legally described, to wit:

***Legal Description of property:***

Situated in the City of Brunswick, County of Medina, State of Ohio, and is described as follows:  
And known as being part of Original Brunswick Township Lot No. 4, Tract No. 2 bounded and described as follows: Beginning at a stone at the Southeast corner of Lot No. 4: thence North 0 degrees 04' East, on the East line of Lot No.4, and the center of Count Road 172, a distance of 220.17 feet to an iron pin; thence North 89 degrees 48' West, on the center line of a 50.0 Private Road, a distance of 368.00 feet to a point which is the principal point of beginning; thence North 0 degrees 04' East through an iron pin 25.0 feet to an iron pin in the South line of Grand View Allotment; thence North 89 degrees 48' West on the South Line of Gran View Allotment, a distance of 108.00 feet to an iron pin; thence South 0 degrees 04' West, through an iron pin, 25.0 feet from the center of the Private Road, a distance of 220.17 feet to a point; thence South 89 degrees 48' East, on the center of said 50.0 foot Private Road, a distance of 108.0 feet to the principal place of beginning, be the same more or less but subject to all legal highways.

Parcel Number: 03-188-32-197

Now better known as the whole of Sublot 4 of the Miller Allotment as recorded in the Medina County Recorders Records in Plat Book 8, page 19

**REQUIREMENTS:** (Initial each requirement as it is reviewed and understood)

ATJ **Income.** I/we understand I qualify for assistance thru the CHIP Program based on my income and certify I have disclosed all sources of income. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I/we further understand that my name, address and total amount of rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT:** U.S.C. Title 18, Sec1001, provides: "Whoever, in any matter within the jurisdiction of any Department of Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

ATJ **After-Rehabilitation Value:** I/we understand the After-Rehabilitation Value of my home cannot exceed 95 percent of the median purchase price. If the after-rehab value would exceed this price, the property would not be eligible for the CHIP Program.

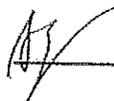
ATJ **Affordability Period** per HUD 24 CFR 92.254  
Home Investment = \$25,545.00  
Your affordability period will be 5 years

ATJ **Deferred LOAN/Declining GRANT:** You are receiving assistance from the CHIP Program for the purpose of rehabilitating your primary residence to make it safe and decent. These funds are in the form of a combination Deferred LOAN/Declining GRANT. The Grant will decline evenly over the declared affordability period above. The Loan for **Fifteen percent** of the rehabilitation funds spent will not decline and will be due back to the **City of Medina**. These funds will be due the day the term(s) of this agreement are no longer being met.

ATJ **Deferred (15%):** \$ 3,831.75 (Will not decline, will always be due)

ATJ **Declining (85%):** \$21,713.25 (See Promissory Note for schedule of decline)

ATJ **Principle Residence** for the term of the affordability period. The day this is no longer your principle residence, the term of this agreement is void and payment shall be due.

 **Taxes and Insurance:** I/we further agree as follows: To pay all taxes, assessments and other charges that may be assessed against the property as they become due and payable; to keep the buildings and improvements upon the premises hereinabove described insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in **City of Medina, Ohio** in reasonable amounts in companies approved by **City of Medina** and to pay premiums therefore and deliver said policies to the County as so requested.

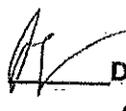
 **Work Specifications:** I/we agree that the attached work specifications are the only items to be addressed during the course of this agreement. I/we have reviewed the specifications with the rehabilitation specialist and the contractor. I am/we are fully aware of the scope of the proposed work. No changes shall be made without an executed change order.

 **Standards:** I/we understand that the intent of the work performed shall be to conform with the Lead Safe Housing Requirements, The Residential Rehabilitation Standards, The Ohio Building Code (where applicable), and any local codes. When items that may have a direct impact on the health and safety of occupants are not a specific requirement of the aforementioned codes, they shall also be addressed. These codes shall not supersede HUD's HOME regulations for eligible/ineligible activities.

 **Project Completion:** I/we understand the expected date for completion shall be 90 days from the date of signing.

 **Monitoring:** I/we understand and agree upon future inspections by the CHIP Office Staff and/or the State of Ohio for the purpose of monitoring by the State of Ohio Representatives.

 **SUBORDINATION:** I/we understand a mortgage will be placed on my property for the amount of the Deferred loan and declining grant. This loan will remain until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. All subordination requests will be reviewed by the CHIP staff to assure compliance with the County's Subordination policy. However, the subordination guidelines must be met for a subordination to be consider.

 **Duration of the Agreement:** This agreement shall remain in effect until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. If one of the terms of the agreement have been violated, the mortgage shall be come due immediately. Upon payment to the Medina County Commissioners, this agreement will be released.

*[Handwritten mark]*

Repayment of this agreement will be made to the City of Medina and capped as to what is available out of "net proceeds". The funds will be maintained as Program Income and will be used for additional eligible activities thru the CHIP Program.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this 11<sup>th</sup> day of June, 2019

*[Signature]*  
Alan G. Sibits Jr.

*[Signature]*  
Dawn A. Sibits

STATE OF OHIO  
COUNTY OF MEDINA, ss:

Before me, a Notary Public for the State of Ohio, appeared the above named Alan G. Jr. and Dawn A. Sibits who acknowledged that They signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY SEAL THIS 11 DAY OF June 2019

My Commission Expires:

*[Signature]*  
Malinda K. Freeman, Notary Public

Dennis Hanwell,  
Mayor, City of Medina

*This instrument prepared by the Ohio Regional Development Corp.*



Malinda K. Freeman  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
July 14, 2019

OK Do Howard  
6-13-19

**REQUEST FOR COUNCIL ACTION**

No. RCA 19-114-6/24

FROM: Sandy Davis

Committee Finance

DATE: 6/13/19

SUBJECT: **Community Development Block Grant Citizens Participation Plan Update**

**SUMMARY AND BACKGROUND:**

As the State of Ohio requires recipients of Ohio Community Development dollars to notify the public about public hearings regarding projects funded the OCD awarded dollars, to meet this requirement, award recipients must adopt a Citizen Participation Plan in order to provide local citizens with an opportunity to participate in the planning, implementation and assessment of the community's CDBG program.

The purpose of the Citizen Participation Plan is to assure that the CDBG program addresses the needs of those whom it is primarily intended to benefit, namely; low-and moderate-income persons. Failure to seek and consider citizen input is a violation of program regulations and can result in citizen complaints and charges that national program objectives are not being met.

Each grantee **must** adopt a citizen participation plan and it must be updated and re-approved every 5 years. The current plan was approved on January 14, 2014 and expired January 14, 2019.

Attached is a plan for the City of Medina. The same plan will be utilized with no updates.

**Suggested Funding: N/A**

- 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 current plan expired January of 2019. The updated plan must be in place asap.**

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Sandy

RCA27093

**ORDINANCE NO. 2-14**

**AN ORDINANCE ADOPTING THE CITY OF MEDINA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CITIZEN PARTICIPATION PLAN.**

**WHEREAS:** The City of Medina is eligible to receive and has received Community Development Block Grant (CDBG) Small Cities program funds; and

**WHEREAS:** The City of Medina must adopt a Citizen's Participation Plan for the purpose of providing for and encouraging citizen's participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas with residents in low and moderate income neighborhoods as defined by the local jurisdiction at all stages of the Community Development Program, including at least the development of needs, the review of proposed activities, and review of program performance.

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

**SEC. 1:** That the City of Medina Community Development Block Grant Program Citizen Participation Plan is hereby adopted.

**SEC. 2:** That a copy of the City of Medina Community Development Block Grant Program Citizen Participation Plan is marked Exhibit A, attached hereto and incorporated herein.

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

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

**PASSED:** January 13, 2014

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** January 14, 2014

**SIGNED:** Dennis Hanwell  
Mayor

CITY OF MEDINA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CITIZEN PARTICIPATION PLAN

Whereas the City of Medina is eligible to receive and has received Community Development Block Grant (CDBG) Small Cities program funds, the City of Medina has adopted the following Citizen's Participation Plan for the purpose of providing for and encouraging citizen's participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas with residents in low and moderate income neighborhoods as defined by the local jurisdiction at all stages of the Community Development Program, including at least the development of needs, the review of proposed activities, and review of program performance.

- **Public Hearing #1** – The City will hold the first public hearing prior to the development of the application. The city will use one of the methods below to provide notice:
  1. **A standard public hearing notification** will be published in the Legal Section of a Newspaper that Serves the Area or;
  2. **Alternative Option 1**- Verification of Public Notice Publication in a Newspaper Required. This verification will be provided in one of the following methods:
    - I. Post in a newspaper that serves the area; publish a public notice, an article or a press release in the non-classified section;
    - II. Post a notice in common areas of city hall or county offices where it is accessible and clearly visible to local citizens using the facility;
  3. **Alternative Option 2** –No Public notice in a newspaper required.
    - I. Post a notice in common areas of city hall where it is accessible and clearly visible to local citizens using the facility;
    - II. Provide verification that five of the outreach outlets listed below were used to notify the public about the public hearing;
      1. Local Community Website
      2. Local Public Library (each branch library is considered a separate posting)
      3. Cable TV Community Access Channel Posting
      4. Senior Center or Community Center
      5. Community Action Agency Office
      6. Public Housing Authority
      7. Local Workforce Development Assistance Office
      8. Other Public or Private Agencies or Institutions that Serve the General Public

4. Alternative Option 3 -No Public Notice in a Newspaper Required:

- I. Post a notice in common areas of city hall where it is accessible and clearly visible to local citizens using the facility;
- II. Provide verification that three of the outreach outlets listed above were used to notify the public about the public hearing; and
- III. Provide targeted outreach to each designated investment or target area, which can include:

- a. Posting a notice in a facility accessible and frequented by households in the investment area (school, neighborhood center, or grocery store); and
- b. Direct contact with households (mailing, flyer, etc.)

Adequate notice of Public Hearing #1 will be published in one of the above methods 10 days in advance in a newspaper of general circulation in the locality and in a non-English language newspaper if and where they exist. Public notice will also be placed on city media sites such as websites and cable access channels when available. When applicable, notices will be given to individual gathering places such as churches, schools, public offices for older adults, etc. in designated LMI block groups.

- Public Hearing #2 – The City will hold the second public hearing after the application is developed but prior to its submission to the Ohio Development Services Agency. The city will use one of three methods below to provide notice:
  1. Post a notice in common areas of City Hall or County Offices where it is accessible and clearly visible to local citizens using the facility or ;
  2. Provide verification that five outreach outlets were used to notify the public about the public hearing.
  3. Adequate notice of Public Hearing #2, including a summary of the proposed activities to be undertaken, will be published 10 days in advance in a newspaper of general circulation in the locality and in a non-English language newspaper if and where they exist. Public notice #2 will also be placed on city media sites such as websites and cable access channels when available. When applicable, notices will be given to individual gathering places such as churches, schools, public offices for older adults, etc. in designated LMI block groups.
- Minutes of both Public Hearing #1 and #2 – must be maintained in the grantee's citizen participation file. The minutes must be maintained in the grantee's citizen participation file.
- Any written citizen comments or complaints provided at the public hearings or during the implementation of the program must be maintained in the grantee's citizen participation file.
- Citizen's complaints regarding the planned or actual implementation of the program must be responded to promptly in writing within 15 days. The response

to a citizen complaint should include any remedial action (s) that the grantee will undertake.

- Program documents must be made available for public inspection and copying during regular business hours at the offices of the grantee, upon written or oral request. Available documents must, at a minimum include:
  - (a) program regulations
  - (b) Applications
  - (c) Status reports and performance reports; and
  - (d) Activity guidelines such as housing rehabilitation guidelines.
- Bilingual opportunities should be provided where applicable. If the community has a population segment with a primary language other than English, bilingual notices and provision for translations of program documents should be provided.

Since the two public hearings are the primary citizen participation mechanisms required of all applicants, it is important that all of the necessary program information be conveyed at each hearing, and the minutes of each hearing, including all citizen comments, be maintained in the appropriate CDBG file.

Information to be conveyed and program areas to be discussed at Public hearing #1 are the following:

- National and state program objectives;
- Amount of money available to the locality;
- Range of eligible activities;
- Performance of the locality in past CDBG programs, if applicable;
- A summary of other program requirements;
- Date of Public Hearing #2;
- Date application is due to ODSA;
- Citizen views and comments.

Between Public Hearing #1 and Public Hearing #2, the locality may wish to formally solicit block grant proposals from organizations, individuals, other governmental units, or other subrecipients.

Ten (10) or more working days after the first public hearing, Public Hearing #2 is required in order to give citizens an opportunity to review and comment on the locality's proposed Application prior to its submission to ODSA.

The format for Public Hearing #2 must include the following information and areas for discussion:

- A presentation by a representative(s) of the locality on the city's proposed CDBG program, including the activity or activities to be undertaken, the amount of CDBG and other funds allocated for each activity, the objective of each activity, the timetable for

starting through completion of each activity, and what national objective(s) each activity will meet.

- The grantee should have available for citizens a written summary of the proposed CDBG program. (Copies of the newspaper notice that advertised the second public hearing, which includes a summary of the locality's proposed CDBG program, should provide the necessary information).
- Citizen views and comments.

Citizen participation/public hearing is also a part of the program amendment process. If ODSA determines that a program change constitutes an amendment, one public hearing will be required at that time. The primary purpose of an Amendment Public Hearing is to provide citizens with an opportunity to review and comment on a "substantial change" in a grantee's CDBG program. The format for an Amendment Public Hearing should be similar to Public Hearing #2 outlined above.

#### Supporting Materials:

- Sample Notice of Public Hearing #1
- Sample notice of Public Hearing #2
- Sample Notice of Amendment Public Hearing

SAMPLE  
NOTICE OF PUBLIC HEARING #1

Date of Publication \_\_\_\_\_

The city (or county) of \_\_\_\_\_ intends to apply to the Ohio Department of Development for funding under the Community Development Block Grant (CDBG) Small Cities Program, a federally-funded program administered by the state. The city (or county) is eligible for \$ \_\_\_\_\_ of Fiscal Year \_\_\_\_\_ CDBG funding, providing the city (or county) (specify year) .

meets applicable program requirements.

The first of two (or more) public hearings will be held \_\_\_\_\_ (specify date)

at \_\_\_\_\_ at \_\_\_\_\_ to provide citizens with (specify time) (specify location)

pertinent information about the CDBG program including an explanation of eligible activities and program requirements. The CDBG program can fund a broad range of activities, including: economic development projects, street, water supply, drainage and sanitary sewer improvements, park acquisition and improvements, demolition of unsafe structures, rehabilitation of housing, and neighborhood facilities. The activities must be designed to primarily benefit low- and moderate-income persons, aid in the prevention or elimination of slums and blight, or meet an urgent need of the community.

Citizens are encouraged to attend this meeting on \_\_\_\_\_ to (specify date) provide their input on the city's (or county's) CDBG program.

SAMPLE  
NOTICE OF PUBLIC HEARING #2

DATE OF PUBLICATION \_\_\_\_\_

The city (or county) of \_\_\_\_\_ intends to apply to the Ohio Department of Development for funding under the Community Development Block Grant (CDBG) Small Cities Program, a federally-funded program administered by the state. The city (or county) is eligible for \$ \_\_\_\_\_ of \_\_\_\_\_ (specify amount) Fiscal Year \_\_\_\_\_ CDBG funding, provided the city (or county) meets \_\_\_\_\_ (specify year) applicable program requirements. On \_\_\_\_\_, the city (or county) \_\_\_\_\_ (specify date) conducted its first public hearing to inform citizens about the CDBG program, how it may be used, what activities are eligible, and other important program requirements.

Based on both citizen input and local officials' assessment of the city's (or county's) needs, the city (or county) is proposing to undertake the following CDBG activities for Fiscal Year \_\_\_\_\_: \_\_\_\_\_ (specify year)

(List activity, CDBG and other funding source amount, and the national objective to be met.)

A second public hearing will be held \_\_\_\_\_ at \_\_\_\_\_ (specify date) \_\_\_\_\_ (specify time) at \_\_\_\_\_ (specify location) to give citizens an adequate opportunity to review and comment on the city's (or county's) proposed CDBG Application, including the proposed activities summarized above, before the city (or county) submits its Application to the Ohio Department of Development.

Citizens are encouraged to attend this meeting on \_\_\_\_\_ to \_\_\_\_\_ (specify date) express their views and comments on the city's (or county's) proposed CDBG Application.

SAMPLE  
NOTICE OF AMENDMENT PUBLIC HEARING

The city (or county) of \_\_\_\_\_, proposes to amend its Fiscal  
Year \_\_\_\_\_ Community Development Block Grant (CDBG) Small  
(specify year)

Cities Program agreement with the Ohio Department of Development. Specifically,  
the city (or county) proposes to make the following amendment(s):

Existing Activity: \_\_\_\_\_  
(specify project/activity and budget amount as  
originally approved by the State)

Proposed Amended Activity: \_\_\_\_\_  
(specify new, proposed project/activity and  
budget amount)

A public hearing will be held \_\_\_\_\_ at \_\_\_\_\_  
(specify date) (specify time)

at \_\_\_\_\_ to provide citizens with an opportunity to  
(specify location)  
express their views and opinions on the city's (or county's) proposed CDBG  
amendment(s) prior to its submission to the Ohio Department of  
Development.

All the terms contained in the original CDBG agreement between the Ohio  
Department of Development and the city (or county) of \_\_\_\_\_  
shall remain and no terms of the original agreement, except those set out  
above, will be changed by the proposed amendment(s).

Citizens are encouraged to attend this meeting on \_\_\_\_\_  
(specify date)

to review and comment on the city's (or county's) proposed CDBG  
amendment(s).

RCA 19-115-6/24  
Finance

ORDINANCE NO. \_\_\_\_-19

AN ORDINANCE TO APPROVE, ADOPT AND ENACT  
CURRENT REPLACEMENT PAGES TO THE CODIFIED  
ORDINANCES OF THE CITY OF MEDINA, OHIO.

WHEREAS: Various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of the City of Medina, Ohio; and

WHEREAS: Certain traffic and misdemeanor ordinances should be revised to comply with current State law; and

WHEREAS: The codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council.

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

SEC. 1: That the ordinances of the City of Medina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2019 Replacement Pages to the Codified Ordinances, which are hereby attached to this Ordinance as Exhibit A, are hereby approved and adopted.

SEC. 2: The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

301.04	Bicycle, Motorized Bicycle, Moped, Electric Bicycle. (Amended)
301.20	Motor Vehicle. (Amended)
301.251	Predicate Motor Vehicle Offense. (Amended)
301.361	Shared-Use Path. (Amended)
301.51	Vehicle. (Amended)
301.53	Waste Collection Vehicle. (Added)
303.06	Freeway Use Restricted. (Amended)
303.991	Committing an Offense While Distracted Penalty. (Added)
313.01	Obedience to Traffic Control Devices. (Amended)
313.09	Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
331.01	Driving Upon Right Side of Roadway; Exceptions. (Amended)
331.02	Passing to Right When Proceeding in Opposite Directions. (Amended)
331.03	Overtaking, Passing to Left; Driver's Duties. (Amended)
331.04	Overtaking and Passing Upon Right. (Amended)
331.05	Overtaking, Passing to Left of Center. (Amended)
331.06	Additional Restrictions on Driving upon Left Side of Roadway. (Amended)

## Traffic Code (Cont.)

- 331.07 Hazardous or No Passing Zones. (Amended)
- 331.08 Driving in Marked Lanes or Continuous Lines of Traffic. (Amended)
- 331.09 Following Too Closely. (Amended)
- 331.10 Turning at Intersections. (Amended)
- 331.12 "U" Turns Restricted. (Amended)
- 331.13 Starting and Backing Vehicles. (Amended)
- 331.14 Signals Before Changing Course, Turning or Stopping. (Amended)
- 331.15 Hand and Arm Signals. (Amended)
- 331.16 Right of Way at Intersections. (Amended)
- 331.17 Right of Way When Turning Left. (Amended)
- 331.18 Operation of Vehicle at Yield Signs. (Amended)
- 331.19 Operation of Vehicle at Stop Signs. (Amended)
- 331.20 Emergency or Public Safety Vehicles at Stop Signals or Signs. (Amended)
- 331.22 Driving Onto Roadway From Place Other Than Roadway: Duty to Yield. (Amended)
- 331.23 Driving Onto Roadway From Place Other Than Roadway: Stopping at Sidewalk. (Amended)
- 331.24 Right of Way of Funeral Procession. (Amended)
- 331.26 Driving Upon Street Posted as Closed for Repair. (Amended)
- 331.27 Following and Parking Near Emergency or Safety Vehicles. (Amended)
- 331.28 Driving Over Fire Hose. (Amended)
- 331.29 Driving Through Safety Zone. (Amended)
- 331.30 One-Way Streets and Rotary Traffic Islands. (Amended)
- 331.31 Driving Upon Divided Roadways. (Amended)
- 331.33 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
- 331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
- 331.40 Stopping at Grade Crossing. (Amended)
- 333.03 Maximum Speed Limits. (Amended)
- 333.031 Approaching a Public Safety Vehicle. (Amended)
- 333.04 Stopping Vehicle. (Amended)
- 333.05 Speed Limitations Over Bridges. (Amended)
- 337.16 Number of Lights. (Amended)
- 371.01 Right of Way in Crosswalk. (Amended)
- 371.02 Right of Way of Blind Person. (Amended)
- 371.07 Right of Way on Sidewalk. (Amended)
- 373.01 Code Application to Bicycles. (Amended)
- 373.02 Riding Upon Seats. (Amended)
- 373.03 Attaching Bicycle to Vehicle. (Amended)
- 373.04 Riding Bicycles and Motorcycles Abreast. (Amended)
- 373.05 Signal Device on Bicycle. (Amended)
- 373.06 Lights and Reflector on Bicycle. (Amended)
- 373.07 Riding Bicycle on Right Side of Roadway. (Amended)
- 373.08 Reckless Operation. (Amended)
- 373.10 Parking of Bicycle. (Amended)
- 373.11 Paths Exclusively for Bicycles. (Amended)
- 373.15 Electric Bicycles. (Added)

General Offenses Code

- 509.03 Disorderly Conduct. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Use. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 533.07 Public Indecency. (Amended)
- 533.15 Dissemination of Private Sexual Images. (Added)
- 545.10 Misuse of Credit Cards. (Amended)
- 549.01 Weapons Definitions. (Amended)
- 549.04 Improperly Handling a Firearm in a Motor Vehicle. (Amended)
- 549.06 Unlawful Transactions in Weapons. (Amended)

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

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

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

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

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

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

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

*The Walter H. Drane Company*  
*Professional Codification Service*

23811 Chagrin Boulevard  
Suite 344  
Beachwood, Ohio 44122-5525

216-514-1022  
E Mail: [whdrane1@aol.com](mailto:whdrane1@aol.com)  
Web Site: [www.walterdrane.com](http://www.walterdrane.com)

RECEIVED

JUN 17 2019

June 10, 2019

Kathy Patton  
Clerk of Council  
132 North Elmwood Avenue  
Medina, Ohio 44256

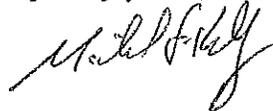
BY: \_\_\_\_\_

Dear Kathy:

Please find enclosed an invoice for our services in preparing the 2019 Replacement Pages and a suggested Adopting Ordinance. The internet revision should be completed next week.

Please let me know if we can be of further assistance at this time.

Very truly yours,



Michael F. Kelly  
President

MFK: bg

Enclosures

# THE WALTER H. DRANE COMPANY RECEIVED

Municipal Codes  
23811 Chagrin Boulevard  
Suite 344  
Beachwood, Ohio 44122-5525

JUN 17 2019

BY: \_\_\_\_\_

Phone (216) 514-1022  
E-Mail: whdrane1@aol.com

Fax (216) 514-4740  
Web Site: www.walterdrane.com

Kathy Patton  
Clerk of Council  
132 North Elmwood Avenue  
Medina, OH 44256

DATE June 11, 2019

P.O.

CONTRACT

INVOICE NO. 900800

---

Editorial	\$ 800.00
139 changed pages @ \$22.00	3,058.00
65 photo pages @ \$10.00	650.00
Updating Internet	469.00
Shipping and handling	18.24

PO# 2019-17 Line #  
Partial  Complete  
Date: 6-17-19  
Approved: Kathy Patton

---

Total \$ 4,995.24

Payments/Credits \$0.00

---

Balance Due \$ 4,995.24

OK  
Harvey  
6-17-19

# REQUEST FOR COUNCIL ACTION

No. RCA 19-116-6/24

FROM: Sandy Davis

Committee Finance

DATE: 6/17/19

SUBJECT: Increase to Purchase Order to Include Soft Costs

## SUMMARY AND BACKGROUND:

This is a request to increase Purchase Order #2019000513 to add Soft Costs payable to ORDC with percentages stated in ORDC contract attached as follows:

Line 003	Soft Costs PY18 CHIP Program	138-0458-52215	Activity AC-18-04	\$43,560.00
Line 004	Soft Costs PY18 CHIP Program	139-0458-52215	Activity AC-18-06	\$51,040.00
Line 005	Soft Costs PY18 CHIP Program	137-0406-52215	Activity AC-18-06	\$ 3,568.00
Line 006	Soft Costs PY18 CHIP Program	138-0458-52215	Activity AC-18-03	<u>\$ 3,200.00</u>
			Total Increase	\$101,368.00

Per the Grant Agreement with ODSA, the City was awarded a total of \$361,300 for Private Home Rehabilitations. Per the Contract Agreement with ORDC, 16% is allowable soft costs to ORDC in the amount of \$57,808.

Per the Grant Agreement with ODSA, the City was awarded a total of \$198,000 for Home/Building Repairs. Per the Contract Agreement with ORDC, 22% is allowable soft costs to ORDC in the amount of \$43,560.00

Of the total amount of \$101,368, the city committed \$3,568.00 from the 137-0406 Program Income RLF

Acct.

### Suggested Funding:

- Sufficient funds in Account No. 138-0458 & 139-0458
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. 137-0406

Emergency Clause Requested: No

Reason:

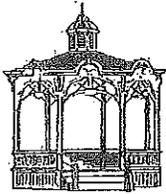
## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



# City of Medina

132 North Elmwood Ave P.O. Box 703  
Medina, OH 44258  
PH: 330-725-8861  
FAX: 330-722-9058

## PURCHASE ORDER

No. 2019000513

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

DELIVER AND SHIP TO THIS DEPT.  
PLANNING DIRECTOR  
CITY OF MEDINA  
132 N ELMWOOD AVE  
MEDINA, OHIO 44256

NAME AND ADDRESS OF VENDOR  
000524  
OHIO REGIONAL DEVELOPMENT CORPORATION  
200 MAIN STREET - ANNEX BUILDING  
COSHOCKTON OH 43812

PURCHASE ORDER DATE  
11/27/18

### TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

**DO NOT DUPLICATE THIS ORDER**

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	ADMINISTER PY18 CHIP PROGRAM	138-0458-52215	0		.00	32000.00
002	ADMINISTER PY18 CHIP PROGRAM	139-0458-52215	0		.00	34700.00
	BID AWARD/NEW VENDOR BOC APPROVED 3/12/18					
	ORD 172-18, PASSED 11/26/18, EFFECTIVE 12/26/18					
	\$1,000.00 INCR, ORD 172-18, PASSED 11/26/18, EFFECT 12/26/18					
006	FAIR HOUSING ACTIVITY	138-0458-52215	0		.00	2000.00
	MOVE \$2,000.00 FROM L#1 TO L#3; REQ # 05/07/19					
	\$2000 INCREASE; ORD# 81-19 PASSED 5/28; EFFECTIVE 6/26/19					
	(1) 32,000.00	(2) 34,700.00	(3) 2000.00			
	5/15 23,666.00	5/15 11,506.00	5/15 666.00			
	<u>8,334.00</u>	<u>23,134.00</u>	<u>1334.00</u>			
<b>TOTAL AMOUNT NOT TO EXCEED</b>						<b>68700.00</b>

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:  
34-6001856

### THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:  
City of Medina  
132 North Elmwood Ave  
P.O. Box 703  
Medina, OH 44258

*Robert N. Dinkham*  
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

## ATTACHMENT A SCOPE OF WORK AND BUDGET

Fund Source : HOME

### V. SOURCE OF FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
City of Medina	\$ 8,300	Home Program Income	Grant	N/A	N/A
City of Brunswick	\$ 14,000	Home Program Income	Grant	N/A	N/A
Grant Funds	\$ 647,700				
<b>Total</b>	<b>\$ 670,000</b>				

### VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	HOME	CDBG	OHTF	Other Funds Amount - Source
<b>Tenant-Based Rental Assistance</b>					
1-Rental / Housing Assistance	\$ 33,000	\$ 33,000	\$ 0	\$ 0	\$ 0
<b>Repair Assistance</b>					
1-Home / Building Repair	\$ 198,000	\$ 0	\$ 198,000	\$ 0	\$ 0
<b>Rehabilitation Assistance</b>					
1-Private Rehabilitation	\$ 361,300	\$ 319,000	\$ 20,000	\$ 0	\$ 22,300 Multiple Sources
<b>Administration / Fair Housing</b>					
2-General Admin	\$ 75,700	\$ 34,700	\$ 41,000	\$ 0	\$ 0
1-Fair Housing Program	\$ 2,000	\$ 0	\$ 2,000	\$ 0	\$ 0
<b>Administration / Fair Housing total</b>	<b>\$ 77,700</b>	<b>\$ 34,700</b>	<b>\$ 43,000</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Total Awarded</b>	<b>\$ 670,000</b>	<b>\$ 386,700</b>	<b>\$ 261,000</b>	<b>\$ 0</b>	<b>\$ 22,300</b>

**ORDINANCE NO. 172-18**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE OHIO REGIONAL DEVELOPMENT CORPORATION FOR THE ADMINISTRATION OF THE PY2018 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement with the Ohio Regional Development Corporation for the administration of the FY2018 Community Housing Improvement Program (CHIP).

**SEC. 2:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That the funds to cover this project, in the amount of \$74,000.00 are available in an Account No. to be determined by the Finance Department.

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

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

**PASSED:** November 26, 2018

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** November 27, 2018

**SIGNED:** Dennis Hanwell  
Mayor

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- o Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- o HOME Administration cannot exceed 10 percent of HOME funds.
- o Administration is an eligible budget category for all housing activities.
- o Charges to walk-away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- o Training
- o Legal fees
- o Environmental review
- o Citizen participation
- o Bookkeeping
- o Office rent
- o Supplies
- o Equipment and maintenance
- o Other eligible administrative costs include:
  - o Creating and managing general program files/databases,
  - o developing program policies, procedures and forms,
  - o preparing program reports and written notices to occupants,
  - o supervising staff with administrative duties,
  - o managing agreements or third-party contracts to administer the CHIP Program,
  - o counseling/referring program participants,
  - o marketing programs,
  - o monitoring and evaluating program performance,
  - o mileage,
  - o postage and
  - o copies

#### SOFT COSTS (FICA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost

Home-Repair Project (Owner & Rental) = 22% of Project Cost

Homeownership = 18% of Project Cost

New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000

16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP Inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

#### PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
  - Testing of all combustion appliances with an Combustion analyzer.
  - Draft testing with a draft gauge.
  - Forced air furnace temperature rise.
  - Testing of all gas lines with a Leak Detector
  - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
  - Testing of all combustion appliances with a Combustion analyzer.
  - Draft testing with a draft gauge.
  - Forced air furnace temperature rise.
  - Testing of all gas lines with a Leak Detector
  - Air Conditioning Refrigerant Leak testing if applicable
5. Ohio Regional Development Corporation does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all the Communities we provide services. This

**REQUEST FOR COUNCIL ACTION**

*ok  
D. H. [unclear]  
June 18, 2019*

NO. RCA 19-117-6/24

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: June 18, 2019

SUBJECT: Bids: S. Broadway Street Reconstruction (Lafayette Rd to Grant St, City Job #992)

This request is for Council's authorization to advertise, bid and award a contract for the improvement of South Broadway Street between Lafayette Road and Grant Street. South Broadway will be completely reconstructed, including new pavement, new storm sewers, and new water lines.

The new pavement will consist of a two foot concrete curb and gutter on each side, with a 16 foot center section that will consist of red bricks underlain by a concrete pavement. Please note, the total pavement width of 20 feet is below the City's typical residential pavement width, however, this width is mandated by the City's codified ordinances (Chapter 903).

The engineer's estimate for this project is as follows:

- Printing = \$ 1,000.
- Advertising = \$ 400.
- Construction = \$ 1,244,100.
- o Total Project Cost = \$ 1,245,500.

Previously Council authorized submittal of a grant application to the Ohio Public Works Commission (OPWC) program for this project. The City was awarded \$478,000. As such, the funding for this project will be provided as follows:

- City 108 funds: \$ 767,500.
- OPWC Grant: \$ 478,000.
- \$ 1,245,500.

Thank you for your consideration.

ESTIMATED COST: \$ 1,245,500.

SUGGESTED FUNDING: \$ 767,500 from the 108 (Street and Storm Water Special)  
\$ 478,000 for an internal note anticipated to be reimbursed by OPWC

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

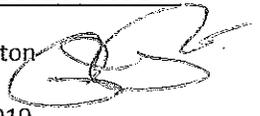
Date:

**REQUEST FOR COUNCIL ACTION**

*OK  
As Amended  
June 18, 2019*

NO. RCA 19-118-6/24

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: June 18, 2019

SUBJECT: Authorization to apply for grant assistance from the Ohio Department of Transportation (ODOT) for the replacement of the South Prospect Street Bridge.

This request is for Council's authorization to apply for grant assistance from the Ohio Department of Transportation (ODOT) for the replacement of the South Prospect Street Bridge. Annually ODOT publishes what's known as the Target Municipal Bridge List. Bridges included on the Target List are eligible to apply for funds from ODOT for future replacement projects.

This year, two bridges in the City of Medina were included on that list, S. Prospect Street and S. Elmwood Avenue. The bridge at S. Elmwood has already received grant funding (from OPWC) for replacement, and in fact is construction is scheduled to commence on its replacement beginning this August.

Applications will start being accepted July 1 and are due August 15. The program is soliciting for SFY 2023 (July 1, 2022 to June 30, 2023). Toll Revenue Credit is available through SFY 2024 so construction and construction engineering would be 95% Federal/5% Local. The local is responsible for all additional costs, including design, environmental, and right-of-way.

This request for authorization to apply also includes a request to authorize the Mayor to enter into any necessary agreements with ODOT should the City be awarded the grant funds.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (TBD).

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

### 2019 Target Municipal Bridge List

District	County	City	Structure File Number	Facility Carried by Structure	NBIS Length Y/N	Maintenance Responsibility	General Appraisal	Sufficiency Rating	SD/FO	Deck Area	ADT	Last Inspection Date
1	ALL	ALL: ALL-M-21602-DELPHOS	260789	FRANKLIN STREET	Y	4	5	40	1	563	50	5/1/2018
1	ALL	ALL: ALL-M-74034-SPENCERVILLE	261394	ELM STREET	Y	4	5	44.4	2	440	100	10/16/2018
1	WYA	WYA: WYA-M-12112-CAREY	8850289	TOLEDO STREET	Y	4	5	79.2	1	672	100	12/6/2018
2	HEN	HEN: HEN-M-53550-NAPOLEON	3560015	RYE ST. (CLOSED)	Y	4	2	19	1	312	10	7/10/2018
2	HEN	HEN: HEN-M-21812-DESHLER	3560368	SOUTH PINE STREET	Y	4	4	67	1	891	100	10/11/2018
2	LUC	LUC: LUC-M-77000-TOLEDO	4860357	SECOR ROAD	Y	4	5	65	2	6,006	17,873	9/14/2018
2	LUC	LUC: LUC-M-77000-TOLEDO	4860969	MAUMEE AVENUE	Y	4	4	38.6	1	4,392	2,700	10/26/2018
2	LUC	LUC: LUC-M-76022-SYLVANIA	4862473	SILICA DRIVE	Y	4	4	34.9	1	2,580	4,400	11/28/2018
2	LUC	LUC: LUC-M-59010-OTTAWA HILLS	4863976	RIVA RIDGE ROAD	Y	4	5	46.4	2	1,278	540	1/23/2019
2	SEN	SEN: SEN-M-76778-TIFFIN	7460066	ELLA ST.	Y	4	4	35.2	1	12,512	3,849	10/4/2018
2	SEN	SEN: SEN-M-76778-TIFFIN	7460201	ELLA ST.	Y	4	4	15.5	1	2,056	3,849	10/23/2018
3	CRA	CRA: CRA-M-29162-GALION	1763350	N. MARKET STREET	Y	4	4	40	1	2,346	1,942	1/22/2019
3	CRA	CRA: CRA-M-19330-CRESTLINE	1766505	E THRU SH AVENUE	Y	4	3	40	1	1,768	100	4/10/2018
3	ERI	ERI: ERI-M-79716-VERMILION	2268102	PARK DRIVE	Y	4	5	56.4	2	1,040	300	10/12/2018
3	ERI	ERI: ERI-M-79716-VERMILION	2268104	VERMILION ROAD	Y	4	5	62.8	2	4,782	2,912	10/12/2018
3	LOR	LOR: LOR-M-25256-ELYRIA	4770404	WEST BRIDGE STREET	Y	4	5	75.4	2	3,600	4,731	11/12/2018
3	LOR	LOR: LOR-M-25256-ELYRIA	4770579	EAST BROAD STREET	Y	4	5	68.7	2	13,924	8,683	11/8/2018
3	LOR	LOR: LOR-M-67834-GBERLIN	4776348	Morgan Street	Y	4	5	68.7	2	1,260	1,203	11/14/2018
3	MED	MED: MED-M-48790-MEDINA	5265398	PROSPECT STREET	Y	4	5	64.9	2	1,360	7,787	11/20/2018
3	MED	MED: MED-M-48790-MEDINA	5265568	S-ELMWOOD STREET	Y	4	4	38.3	1	748	8,405	1/7/2019
3	RIC	RIC: RIC-M-47138-MANSFIELD	7061307	LONGVIEW AVENUE	Y	4	5	68.1	2	2,574	5,922	6/21/2018
3	RIC	RIC: RIC-M-47138-MANSFIELD	7062621	ROAD AROUND LAKE	Y	4	3	26.2	1	1,104	300	7/19/2018
3	RIC	RIC: RIC-M-10632-BUTLER	7067429	ELM STREET	Y	4	4	69	1	840	200	6/28/2018
4	ATB	ATB: ATB-M-18350-CONNEAUT	461253	OLD MAIN ROAD	Y	4	5	67.2	2	4,090	600	5/9/2018
4	ATB	ATB: ATB-M-18350-CONNEAUT	461261	WELTON ROAD	Y	4	5	70.4	2	797	400	5/9/2018
4	MAH	MAH: MAH-M-88000-YOUNGSTOWN	5060346	KIWATHA ROAD	Y	4	5	64.7	2	1,898	1,800	9/28/2018
4	MAH	MAH: MAH-M-88000-YOUNGSTOWN	5060419	PARKER STREET	Y	4	4	54.5	1	1,518	2,500	6/6/2018
4	MAH	MAH: MAH-M-88000-YOUNGSTOWN	5060524	WEST AVENUE	Y	4	0	23.1	1	5,156	120	10/2/2018
4	MAH	MAH: MAH-M-88000-YOUNGSTOWN	5060746	SOUTH AVENUE	Y	4	0	24.4	1	5,044	100	10/2/2018

## MUNICIPAL BRIDGE PROGRAM

The Municipal Bridge Program provides Federal funds to municipal corporations and Regional Transit Authorities (RTA) for roadway bridge replacement or bridge rehabilitation projects. A funding limit of \$2 million per project has been established. ODOT will provide up to 80% of eligible costs for construction only (including construction engineering, i.e. testing and inspection), up to the specified funding limit. Currently, 15% Toll Revenue Credit (TRC) is available to increase the Federal percentage to 95% and will continue as long as TRC is available, which is currently through fiscal year 2022. The local entity is responsible for the 5% non-federal share of the construction costs and for all costs associated with preliminary engineering, environmental studies and documents, final design and right of way. The local match for construction is required to be cash. In-kind contributions cannot be accepted as part of the local share. The municipality must demonstrate the ability and commitment to oversee the project through to completion.

To be eligible for the Municipal Bridge program, the bridge must be owned by a city, village or RTA and must be open to vehicular traffic. It must also meet the federal definition of a bridge, i.e. have an NBIS bridge length greater than 20 feet. Further detail on the NBIS bridge length can be found in FHWA's MT guide link (<https://www.fhwa.dot.gov/bridge/mtguide.pdf>) on page 73 under item #112. The bridge must also have a sufficiency rating of 80 or less, a general appraisal of 5 or less, and must be either structurally deficient or functionally obsolete. For a list of eligible bridges, refer to the Target Bridge List posted on the Office of Local Programs' website (<http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Pages/LocalFundingOpportunities.aspx> and click on the Municipal Bridge tab). An updated list will be published every November.

The allocation for the Municipal Bridge Program will be established by ODOT and be administered by the Division of Planning, Office of Local Programs. Currently, the annual budget for this program is \$10 million. There are approximately 1,300 bridges that have a municipal owner and meet the Federal Definition of a bridge as described above. These 1,300 bridges are both on and off of Federal-Aid Highways.

A criteria-based project selection process has been developed to focus on eliminating deficiencies (both on and off Federal-Aid Highways), while keeping within a financial plan that utilizes existing available resources. Funding of all projects will be linked to defined deficiencies, so each dollar invested results in system improvement.

A scoring system has been established to be used in prioritizing projects. The scoring criteria includes items currently utilized for traditional funding of bridge projects such as General Appraisal, Deck Summary, and Legally Posted Bridge Load Limit. Other categories used are Economic Health and Regional Impact. In addition to this scoring system, a multi-disciplinary team reviews the applications and provides feedback. This feedback is then taken into consideration prior to awards being made. Lastly, whether the municipality has been awarded

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funds in previous years may also play a factor in the decision to award depending on the amount of funding requested by that year's applicants.

Scope of project and commitment dates are established and agreed to by the municipality, MPO, if applicable, and ODOT, when the project is programmed. These dates are the milestones for each phase of the project through final inspection. The number and types of milestones differ as to whether a project is sold and administered by ODOT or by the municipality. ODOT reserves the right to move any project to the end of the selected project list or withdraw funding if commitment dates are missed by the municipality.

Federal law requires that Federally-funded projects conform to the National Environmental Policy Act and the National Historic Preservation Act. To comply with these laws, projects must have an environmental review to assess and/or mitigate effects on social, economic, and environmental factors. Any property acquisition must conform to the Uniform Relocation Assistance and Real Property Acquisition Act, as amended.

## **ELIGIBLE WORK**

Municipal Bridge funds may be used for the following:

- Bridge Replacement
- Bridge Rehabilitation
- Bridge Demolition
- Minimal Approach Work: as necessary and related to the bridge project (general rule of thumb is 50' on each side)
- Utilities: if the utility lines are on the bridge and it is necessary to the project to move or replace (will not pay for "upgrades" to the current system; e.g. a 30' pipe rather than the existing 24')

Ineligible items include, but are not limited to:

- New Roadway
- Roadway Improvements: except as necessary to complete the bridge project
- Utilities: except as necessary to complete the bridge project
- Upgrades to Existing Utilities
- Pedestrian Bridges
- Rail Bridges
- Contingency costs
- Right-of-Way
- Preliminary Engineering
- Environmental work
- Design work (even if project is design build, this work must be tracked separately)

## APPLICATION PROCESS

- A. The project solicitation process will begin July 1<sup>st</sup> of each year. This annual solicitation process will be for the last year of a rolling four year program (i.e. May 2019 solicitation will be for the FY 2023 program year). The applicant will complete an application for funds and submit it to the Municipal Bridge Program Manager by August 15<sup>th</sup> of each calendar year. The application form will be made available through the Office of Local Programs' website. Along with the completed application, the following information shall be submitted:
1. Project location map
  2. Photographs of project site (limit of 5)
  3. Project scope
  4. Detailed project schedule\*
  5. Cost estimate that includes all sources of funding *by phase* and a breakdown of costs for the proposed project\*
  6. Project plans, if developed.

*\*These items are required to be submitted with the application. Any applications submitted without these will be deemed nonresponsive and will not be considered for award.*

- B. The application and submitted data will be verified and evaluated by a multi-disciplinary committee comprised of Central Office and District personnel. The Municipal Bridge Program Manager will then review and score the applications.
- C. Once the applications are reviewed and evaluated, project applicants will be invited to present their application before the committee. This allows any questions the committee may have during the evaluation to be answered directly by the project applicant. Questions will be presented to the project applicant two days before the scheduled presentation, so they can be addressed during the applicant's scheduled time. Presentations should be limited to no longer than 15 minutes per application.
- D. The Program Manager will then select the proposed projects based on merit and availability of Program funds. It should be emphasized that the scoring process does not require that the Program Manager must fund

projects in strict order of their ranking. The ranking is a means to help the committee generally prioritize projects. Other factors determined to be relevant may be taken into consideration, such as past project delivery performance, geographic distribution, funding awarded in previous years, and availability of additional funding sources.

- E. Once the projects have been selected, the Municipal Bridge Program Manager will notify the applicants of the results no later than December 1<sup>st</sup>.

**MUNICIPAL BRIDGE PROGRAM SCORING CRITERIA**

The following is the scoring system to prioritize the funding of replacement and major rehabilitation projects for “municipally” owned bridges. The scoring criteria includes items currently utilized for traditional funding of bridge projects such as General Appraisal, Deck Summary, and Legally Posted Bridge Load Limit. Other categories are Economic Health and Regional Impact for a total maximum score of 100 points.

Category	Maximum Points	Weight Factor	Total Points
1. General Appraisal	10	3.5	35
2. Deck Summary	10	1.5	15
3. Bridge Load Limit	10	1.5	15
4. Economic Health	10	1.0	10
5. Regional Impact	10	2.5	25
<b>Total Maximum Score =</b>			<b>100</b>

A description and explanation of the scoring criteria is outlined below.

**1. General Appraisal**

General Appraisal (GA) is a composite measure of the major structural items of a bridge, such as beams, piers and abutments. It is based on the existing condition of the bridge as compared to its as-built condition. GA is rated from 0-9, with a rating of 5 or more being a bridge in acceptable condition. The General Appraisal values are kept in the Bridge Inventory database maintained by ODOT.

General Appraisal	Points
1-2	10

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3	9
4	8
5-9	0

Due to the significance of General Appraisal to the overall “health” and condition of the bridge, this category has a weight factor of 3.5, for a maximum total point value of 35.

## 2. Deck Summary

Deck Summary is a measure of the condition of the floor and wearing surface of the bridge deck. It is based on the existing condition of the bridge deck as compared to its as-built condition. Deck Summary is rated from 0-9, with a rating of 5 or more being a bridge in acceptable condition. The Deck Summary values are kept in the Bridge Inventory database maintained by ODOT.

Deck Summary	Points
1-2	10
3	8
4	6
5	2
6-9	0

Due to the significance of the Deck Summary to the safety and serviceability of the bridge, this category has a weight factor of 1.5, for a maximum total point value of 15.

## 3. Bridge Load Limit

The legally posted bridge load limit, along with the general appraisal and deck summary, is a measure used to determine when it is time to replace or rehabilitate a bridge. It is based on the current condition of the bridge and the carrying capacity of vehicular traffic. Any bridge less than 100% should be considered structurally deficient.

Legal Bridge Load Limit	Points
<12.5%	10
25-12.4%	8
37.5-24.9%	6
50-37.4%	4
>50%	0

Last Revision: 9/2018

Due to the significance of the Bridge Load Limit to the safety of the bridge, this category has a weight factor of 1.5, for a maximum total point value of **15**.

#### 4. Economic Health

This item recognizes that Ohio local governments are not equal in their financial wealth. To achieve some measure of equity among entities, the level of economic distress is evaluated based on the unemployment rate in the municipal corporation where the project sponsor is located (current rate posted on the Ohio Department of Development website). The Economic Health factor awards points to local entities having an unemployment rate that is higher than the statewide rate.

Municipal Unemployment Rate in Relation to the Statewide Rate	Points
2.1% or greater than statewide rate	10
1.6%-2% greater than statewide rate	8
1.1%-1.5% greater than statewide rate	6
0.6%-1.0% greater than statewide rate	4
0.1 – 0.5% greater than statewide rate	2
equal to or below statewide average	0

This category has a weight factor of 1.0, for a maximum total point value of **10**.

#### 5. Regional Impact

This item accounts for the bridge's significance to the area and is based on the Average Daily Traffic (ADT). ADT is the volume of **existing** traffic on the route annualized to a daily average. The existing ADT should be provided on the application, **not** an anticipated future ADT.

ADT	Points
30,000 or greater	10
20,000 to 29,999	8
10,000 to 19,999	6
5,000 - 9,999	4
2,000 to 4,999	2
0 to 1,999	0

This category has a weight factor of 2.5, for a maximum total point value of **25**.

**City of Medina**

**Board of Control/Finance Committee Approval**

**Administrative Code: 141**

*OK*  
*Dr. Hamrick*  
*6-18-19*  
*RCA 19-119-6/24*  
*Finance Only*

- 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: 6/18/2019

Department: Economic Development

Amount: \$19,661.23

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

Account Number: 001-0749-56630

Vendor: Discount Drug Mart

Department head/Authorized signature: *Kimberly Marshall*

Item/Description:

Job Creation Grant Payment for Tax Year 2018 for the following grants

JCG07-DDM - Call Center Project - \$4,687.50

JCG08-DDM - Gentry Health Project - \$9,593.85

JCG09-DDM - Hastings Acquisition Project - \$5,379.88

**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.

OK  
D. Hansen  
6-19-19  
RCA 19-20-6/24  
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: 6/18/2019

Department: Economic Development

Amount: \$22,500.00

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

Account Number: 001-0749-56630

Vendor: Sandridge Food Corporation

Department head/Authorized signature: Kimberly Marshall

Item/Description:

Job Creation Grant Payment for Tax Year 2018 for the following grant

JCG04-SANDRIDGE12 - \$22,500.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

**Job Creation Grant 04 - Sandridge Food Corp.  
For Tax Years 2018**

Projected New Payroll	\$ 3,600,000.00	\$ -
Actual new Payroll	\$ 12,366,169.00	\$ -
Percentage	343.50%	#DIV/0!
Maximum basis	125.00%	125.00%
Base Payroll	\$ 4,500,000.00	#DIV/0!
W/H Tax Rate	1.25%	1.25%
Payroll W/H Tax*	\$ 56,250.00	#DIV/0!
Max Per Agreement	40.00%	40.00%
Reduction		0.00%
Grant	40.00%	40.00%
Amt of Grant	\$ 22,500.00	#DIV/0!

Motion to Approve:

Second:

All in Favor:

*John Coyne*  
*Rox Paylor*

*4-4*

*1-A Mayor Hanwell*