

**CITY OF MEDINA**  
**AGENDA FOR COUNCIL MEETING**  
September 8, 2014  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (August 25, 2014)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Mayoral appointments.**

Bob Starcher – MCDAC Board (Alternate) – exp. 12/16

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the TREX transfer of a D1 and D2 permit from Bad Eye Bobs LLC to H2 Huth & Harris Wine Merchants LLC, 221 S. Court Street.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Ord. 137-14

An Ordinance amending Sections 31.02 and 31.05 of the Salaries and Benefits Code relative to the Police Department.

(emergency clause requested)

Ord. 138-14

An Ordinance approving the Capital Improvement Plan for the Medina Community Recreation Center.

(emergency clause requested)

Res. 139-14

A Resolution of the Council of the City of Medina, Medina County and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).

(emergency clause requested)

Res. 140-14

A Resolution of the Council of the City of Medina, Medina County and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).  
(emergency clause requested)

Res. 141-14

A Resolution of the Council of the City of Medina, Medina County and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).  
(emergency clause requested)

Ord. 142-14

An Ordinance amending Section 161.13 (F) and (K) of the codified ordinances of the City of Medina, Ohio, relative to the allocation of income tax funds for the Fire Department Capital and General Purpose Capital Funds.

Ord. 143-14

An Ordinance adopting and accepting the modification to the job description for the position of Cable TV Executive Director/General Manager as approved and presented by the Civil Service Commission.

Ord. 144-14

An Ordinance authorizing the purchase of one (1) 2015 Ford Utility Police Interceptor from Statewide Ford for the Police Department.

Ord. 145-14

An Ordinance authorizing the Mayor to execute an agreement between the City of Medina and T&M Associates for Streambank Riparian Restoration services for the Champion Creek Restoration Project.  
(emergency clause requested)

Ord. 146-14

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with Gowe Leasing Limited to use or occupy part of City owned lot with an ADA ramp for 122 Public Square.

Ord. 147-14

An Ordinance establishing a public bidding procedure for design-build bids for the Spring Grove Bridge Replacement Project.  
(emergency clause requested)

Res. 148-14

A Resolution authorizing an application for grant assistance, relative to Phase 2 of the North Huntington Street Reconstruction, and in addition authorizing an application for a long, relative to Phase 2 of the Wadsworth Road Waterline Project, both from the State of Ohio, Ohio Public Works Commission.

Ord. 149-14

An Ordinance authorizing the Mayor to enter into Supplemental Agreement No. 3 with HNTB-Ohio, Inc. for engineering design services for the W. Smith Road Reconstruction Project.

Ord. 150-14

An Ordinance authorizing the Mayor to accept five (5) easements necessary for the Lancaster Drive Drainage Improvements Project.  
(emergency clause requested)

Ord. 151-14

An Ordinance authorizing the Mayor to accept four (4) easements necessary for the Wadsworth Road Water Main Project.

Ord. 152-14

An Ordinance authorizing the Mayor to accept one (1) easement necessary for the Forest Meadows Drainage Improvements Project.

Ord. 153-14

An Ordinance authorizing the purchase of one (1) Smeal Fire Pumper with Aerial Device mounted on custom Sirius Chassis from Smeal Fire Apparatus Co. for the Fire Department.  
(emergency clause requested)

Res. 154-14

A Resolution supporting the rerouting of the Buckeye Trail through the City of Medina.

Ord. 155-14

An Ordinance authorizing the Finance Director to make certain fund transfers.

Ord. 156-14

An Ordinance amending Ordinance No. 208-13, passed December 9, 2013.  
(Amendments to 2014 Budget)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
August 25th, 2014, Regular Session

**Opening:**

Medina City Council met in regular, open session on Monday July 14th, 2014. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Berarducci, Chief Painter, Jansen Wehrley, Jonathon Mendel, Mike Wright and Kimberly Rice.

**Minutes:**

Mr. Shields moved that the minutes from the July 14th, 2014 and the special Meeting held on July 24<sup>th</sup>, 2014 Council meeting as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated Finance Committee met prior to Council this evening for a short 2 hours and 15 minute meeting.

Health, Safety & Sanitation Committee: Mr. Rose stated they met on July 15<sup>th</sup> where they agreed and passed the reorganization of the Police Dept. and will discuss at the next council meeting.

Public Properties Committee: Mr. Shields stated they met over break and discussed the Cemetery and the new buildings being located there and it was discussed tonight at Finance and it will be on a future Council Meeting.

Special Legislation Committee: Mr. Lamb plans a meeting this month.

Streets & Sidewalks Committee: Mr. Simpson stated they will have a meeting next month.

Water & Utilities Committee: Mr. Kolesar stated they will schedule a meeting late September.

**Requests for Council Action:**

**Finance Committee**

Addendum to 14-145-7/14 – Spring Grove Building Project – Lease Agreement

Addendum to 14-123-5/27 – Police Department Reorganization

14-147-8/25 – Expenditure Over \$15,000 – Epic Aviation

14-148-8/25 – Budget Amendments

14-149-8/25 – 5 Year Capital Improvement Plan - MCRC

14-150-8/25 – Then & Now – Medical Consultants for Business – Fire Dept.

14-151-8/25 – Then & Now – Borden-Perlman Insurance – Railroad

14-152-8/25 – Then & Now – Wintrow Construction – Engineering

14-153-8/25 – Income Tax Allocation Adjustment

14-154-8/25 – Authorize Expenditure – Purchase Masonic Temple

- 14-155-8/25 – Amend S&B Code – Approve Modified Job Description – Cable TV
- 14-156-8/25 – Purchase (1) 2014 Police Interceptor SUV w/equipment
- 14-157-8/25 – Purchase (1) Smeal Fire Pumper w/ Aerial Device
- 14-158-8/25 – Rerouting of Buckeye Trail through Medina
- 14-159-8/25 – Lake Medina to Reagan Parkway Trail Connector
- 14-160-8/25 – Increase P.O. 2014000646 – Residex, LLC
- 14-161-8/25 – Expenditure Over \$15,000 – Winter Equipment – Streets
- 14-162-8/25 – Submittal of Bid on CPF Contract
- 14-163-8/25 – Discussion – Place name “City of Medina” on City Water Towers
- 14-164-8/25 – 30<sup>th</sup> Anniversary Candlelight Walk Celebration
- 14-165-8/25 – Agreement w/ T&M Assoc. – Champion Creek Restoration
- 14-166-8/25 – Revocable Use Permit – 122 Public Square
- 14-167-8/25 – Rezoning Several Properties from R-3 to C-2 (W. Smith Rd.)
- 14-168-8/25 – Expenditure Over \$15,000 – Mid Ohio Concrete
- 14-169-8/25 – Spring Grove Bridge Replacement – Design Build Process
- 14-170-8/25 – Grant Application – Ohio Public Works Commission
- 14-171-8/25 – Agreement w/ HNTB-Ohio, W. Smith Rd. Reconstruction
- 14-172-8/25 – Easements (4) – Wadsworth Rd. Water Main
- 14-173-8/25 – Easements (5) – Lancaster Drive Drainage Improvements
- 14-174-8/25 – Easement (1) – Forest Meadows Drainage Improvements
- 14-178-8/25 – Amend. Ord. 127-14 – Public Square Restrooms & Visitor’s Center

**Special Legislation Committee**

- 14-175-8/25 – Amend Section 1147.12 of the Sign Code

**Streets & Sidewalks Committee**

- 14-176-8/25 – New Traffic Light at E. Sturbridge & Wadsworth Rd.
- 14-177-8/25 – Reconstruct Brick Section on South Broadway

**Reports of Municipal Officers:**

Dennis Hanwell, Mayor, reported the following:

- 1) New City Website- Some adjustments still being made and information uploaded, but please let us know of any concerns or suggestions. Daily more information is added.
- 2) Main Street Medina International Festival- went well this past Saturday, August 23. Many visitors from out of town and out of state. Many commented on the event and activities on our Square and thankfulness for same.
- 3) State of the City - Will be presented to the Medina Area Chamber of Commerce on Tuesday, September 2 at 11:30 a.m. to 1:00 p.m. at Weymouth Country Club. Tickets are available at the Medina Area Chamber of Commerce, 145 North Court Street.

**Mayoral Proclamations:**

Mayor Hanwell read a Proclamation for Donald and Ryan Wheeler who on July 18<sup>th</sup> assisted Medina Police while they were involved in a foot pursuit apprehending and holding a suspect until the Police arrived and placed the individual into custody.

Mayor Hanwell read a Proclamation for the Medina Rangers baseball team along with their Coach Tom Delac. The Medina Rangers has an outstanding 2014 Baseball season winning the very first ever State Youth Baseball Championship with a 24-6 record.

**Keith Dirham, Finance Director**, stated the Finance Department has all budgets for the General Fund turned in.

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

**Chief Berarducci, Police Chief**, had no report.

**Kimberly Rice, Economic Development Director**, stated the City was awarded the \$300,000 Downtown revitalization Grant.

**Jonathon Mendel, Planning Community**, had no report.

**Chief Painter, Fire Chief**, had no report.

**Mike Wright, Recreation Center Director**, reported the new fall brochure for MCRC is now available on our website at [www.Medinarec.org](http://www.Medinarec.org). The next rec advisory board meeting is Thursday, Sept. 18<sup>th</sup> at 7:40 a.m.

**Jansen Wehrley, Parks and Recreation Director**, reported the splashpads will remain open through Labor Day depending on the weather. There are two areas closed off on the square, the Parks Dept. is in the middle of a turf renovation project and we appreciate your patience.

**Dan Gladish, Building Official**, had no report.

**Patrick Patton, City Engineer**, reported the US 42 and RT 3 resurfacing project will begin tonight with ODOT doing night work in and around the square. There will be no parking in those areas affected. This work should take about a week to complete.

This morning the railroad began their replacement on the crossing at SR 3 and South Court Street. There is a local detour setup. The road is closed to be opened by this weekend.

Gunnison Court had pavement removed last week and this week we will begin we will do the concrete replacement and there will be no parking there for the remainder of this week.

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

**Notices, Communications and Petitions:** There were none.

**Unfinished Business:** There was none.

**Introduction of Visitors:**

Mr. Lamb asked Charlie and Beth Ramer to come to council tonight so he could give them recognition and some old photos of the Munson House. They just purchased the Munson House and it might well be the most historic house in the City of Medina. It was the home of Albert Munson who was a probate judge in Medina. He held frequent séances there believing that he had seen the spirit not only of McKinley but of Abraham Lincoln. The Munson house at one time was slated for demolition but the Letha House Foundation stepped in and provided the \$100,000 that was necessary to move it from Washington Street through the square to South Prospect Street. The Ramer's purchased the house to return it to its original, a home.

Mark Phillips representing the Steven Siller Tunnel to Towers Foundation stated Medina is hosting the 911 Never Forget Exhibit display on Tuesday, August 26, 2014 from 10 – 4 p.m. and Wednesday, August 27<sup>th</sup> from 12 – 6 p.m. to be set up in the Municipal lot just north of the Moose Club at Elmwood and Liberty. The 5K run and walk will be held in two weeks on September 14<sup>th</sup> starting in the square.

Jack Own (Batalian Chief) spoke of the 911 exhibit and how it reminds us what happened to our Country that day.

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

**Ord. 132-14:**

**An Ordinance authorizing a Job Creation Grant Agreement for Discount Drug Mart, Inc.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 132-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 132-14, seconded by Mr. Simpson. Kimberly Rice stated they will be relocating 25 new full-time jobs to their headquarters operation located at 211 Commerce Drive and creating \$2.3 million in new payroll annually for the city, we are requesting the emergency clause in order not to delay this project. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 132-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 133-14:**

**An Ordinance providing for the conveyance of the property at 529 W. Friendship Street, Medina City Lot Nos. 297 & 298 to the Medina City Development Corporation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 133-14, seconded by Mr. Simpson. Kimberly Rice stated that in 2012 the city took possession of this residential property due to delinquent taxes. The city tore the house down utilizing Moving Ohio Forward Dollars through the county. We are requesting Council to transfer the property to the Medina City Development Corporation (CIC) so that they may work towards selling the property for redevelopment. Taxes were paid in February

2014 in the amount of \$1,330.20. The city had some expenses with regard to maintaining the lot through mowing and removal of a tree. Mr. Lamb's concern is that house was the house of people that mattered in this community and for a number of reasons it fell into disrepair. Mr. Lamb feels it is not appropriate for the CIC to sell this property and use the money for the purposes of the CIC. Mr. Coyne stated the property hasn't been given to the CIC and that the CIC goal is to for economic development purposes to revitalize the neighborhoods that otherwise didn't have anything. The roll was called and Ordinance/Resolution No. 133-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, P. Rose, and J. Shields. B. Lamb cast a nay vote.

**To be added to the agenda:**

Mr. Shields motioned to add Ordinance 134-14 and Ordinance 135-14 to the agenda, the roll was called and passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 134-14:**

**An Ordinance amending Ordinance 208-13, passed December 9, 2013**

**(Amendments to 2014 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 134-14, seconded by Mr. Simpson. Mr. Dirham stated the new appropriations here are ones that passed through of a donation. Even though the donation came from another source we have to appropriate the money before we spend it. The second group are for a grant that runs from calendar year of July 1<sup>st</sup> and so we have to do this in the middle of the year. The final one is for some acquisitions and insurance pay through. The roll was called and Ordinance/Resolution No. 134-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 135-14:**

**An Ordinance amending Ordinance No. 127-14, passed July 24, 2014 relative to the construction of the Medina Square Public Restroom and Visitor's Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 135-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 135-14, seconded by Mr. Simpson. Mayor Hanwell explained this is asking for additional funds to be set aside for the renovation and build out of the old Key Bank drive-through to create the public restroom and visitor's center. Originally only \$250,000 was set aside and the lowest bid came in at \$350,000 which was very near the engineer estimate of \$343,000. The goal is to have the building open for the Candle Light Walk this season. It is a very tight build out so without the emergency clause we would not be able to accomplish that. Mr. Kolesar stated he is not opposed to the project, it just seems the cost ended up larger than originally planned. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 135-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. M. Kolesar cast a nay vote.

**Council Comments:**

Mr. Simpson commented on the Never Forget 911 Exhibit in the Moose Parking Lot. The trailer is about a 2 million dollar trailer with artifacts from 911. On Sept. 2<sup>nd</sup> at 7 p.m. we will have our 2<sup>nd</sup> of the year Ward 1 & Ward 2 community meeting held at Claggett Middle School.

Mr. Kolesar thanked Cub Scout Troop 3508 for their cleanup efforts at Roscoe Ewing Park. Mr. Kolesar apologized for not being able to hold the creek clean up, but on Sept. 20<sup>th</sup> from 9-12 p.m. they will be working on raising recognition on the importance of our water ways.

Mr. Rose spoke of the Shining Stars (people who do something because it's the right thing to do.) Bob Grady saw a dead cat and didn't want kids on the first day of school to see the carcass so he picked it up and removed it from the area.

Jim Shields wanted to offer his and the Council member's condolences to President of Council John Coyne and his family for the loss of his mother.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:23 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 137-14**

**AN ORDINANCE AMENDING SECTIONS 31.02 AND 31.05  
OF THE SALARIES AND BENEFITS CODE RELATIVE TO  
THE POLICE DEPARTMENT, AND DECLARING AN  
EMERGENCY.**

**WHEREAS:** That Section 31.02 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Police Department:

**(7) POLICE DEPARTMENT**

		<u>Hourly Rate</u>
4	Records Clerk	Pay Grade 5A
4	Stationary Load Limit Inspector*	Pay Grade 5A
1	Parking Meter Attendant**	Pay Grade 58A
2	Communication Operator	per contract
5	Patrol Officer****	per contract

\*Four (4) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined. **Re-evaluate in June 2013.**

\*\*Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) hours.

\*\*\*DASRO effective 2009/2010 school year per Ordinance No. 110-09, amended by Ord. 9-10.

\*\*\*\*Patrol Officer not to exceed thirty (30) hours per week.

(Ord. 159-02, 163-03, 164-04, 238-05, 185-06, 138-07, 147-07, 161-08, 43-09, 111-09, 168-09, 98-10, 86-10, 55-11, 134-11, 29-12, 210-12)

**WHEREAS:** That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Police Department:

**POLICE DEPARTMENT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Police Chief	43 A-F
1	Police Lieutenant***	20 A-F
8	Sergeant	per contract
27	Patrol Officer	per contract
5	Patrol Officer (part-time)****	per contract
10	Communications Operator	per contract
2	Communications Operator (part-time)	per contract
2	Administrative Assistant	8 A-F
1	Parking Meter Attendant (part-time)**	Sec. 31.02(B)(7)
4	Records Clerk (part-time)	Sec. 31.02(B)(7)
4	Stationary Load Limit Inspector*	Sec. 31.02(B)(7)

\*Four (4) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined. **Re-evaluate in June 2013.**

\*\*Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35)

hours.

\*\*\*The number of Police Lieutenant positions will reduce from two (2) to one (1) effective April 30, 2013, at the end of Lt. Robert Starcher's shift.

\*\*\*\*Patrol Officer (part-time) not to exceed thirty (30) hours per week.

(Ord. 159-02, 51-03, 163-03, 32-04, 164-04, 238-04, 238-05, 46-06, 162-06, 185-06, 245-06, 5-07, 138-07, 147-07, 161-08, 43-09, 100-09, 111-09, 168-09, 9-10, 86-10, 98-10, 55-11, 56-11, 29-12, 207-12, 210-12, 46-13)

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

**SEC. 1:** That Section 31.02 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows:

**(7) POLICE DEPARTMENT**

		<u>Hourly Rate</u>
<del>1</del>	Administrative Asst. – part time	Pay Grade 8A
4	Records Clerk	Pay Grade 5A
4 <del>2</del>	Stationary Load Limit Inspector*	Pay Grade 5A
1	Parking Meter Attendant**	Pay Grade 58A
2	Communication Operator	per contract
5 <del>1</del>	Patrol Officer****	per contract

~~Two (2)~~ Four (4) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined. **Re-evaluate in June 2013.**

\*\*Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) hours.

\*\*\*DASRO effective 2009/2010 school year per Ordinance No. 110-09, amended by Ord. 9-10.

\*\*\*\*Patrol Officer not to exceed thirty (30) hours per week.

(Ord. 159-02, 163-03, 164-04, 238-05, 185-06, 138-07, 147-07, 161-08, 43-09, 111-09, 168-09, 98-10, 86-10, 55-11, 134-11, 29-12, 210-12, 137-14)

**SEC. 2:** That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows:

**POLICE DEPARTMENT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Police Chief	43 A-F
1	Police Lieutenant***	20 A-F
8	Sergeant	per contract
27 29	Patrol Officer	per contract
5 1	Patrol Officer (part-time)****	per contract
10	Communications Operator	per contract
2	<del>Communications Operator (part-time)</del>	<del>per contract</del>
2 1	Administrative Assistant	8 A-F
1	Administrative Assistant (part-time)	Sec. 31.02(B)(7)
1	Parking Meter Attendant (part-time)**	Sec. 31.02(B)(7)
4	Records Clerk (part-time)	Sec. 31.02(B)(7)
4 2	Stationary Load Limit Inspector*	Sec. 31.02(B)(7)

\*~~Four~~ (4) Two (2) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined. ~~Re-evaluate in June 2013.~~

\*\*Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) hours.

\*\*\*The number of Police Lieutenant positions will reduce from two (2) to one (1) effective April 30, 2013, at the end of Lt. Robert Starcher's shift.

\*\*\*\*Patrol Officer (part-time) not to exceed thirty (30) hours per week.

(Ord. 159-02, 51-03, 163-03, 32-04, 164-04, 238-04, 238-05, 46-06, 162-06, 185-06, 245-06, 5-07, 138-07, 147-07, 161-08, 43-09, 100-09, 111-09, 168-09, 9-10, 86-10, 98-10, 55-11, 56-11, 29-12, 207-12, 210-12, 46-13, **64-13, 137-14**)

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

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

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

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

President of Council

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

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

Clerk of Council

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

Mayor

**ORDINANCE NO. 138-14**

**AN ORDINANCE APPROVING THE CAPITAL IMPROVEMENT PLAN FOR THE MEDINA COMMUNITY RECREATION CENTER, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 101-01, passed July 9, 2001 authorized the Joint Operating Agreement and Lease Agreement between the Board of Education of the Medina City School District and the City of Medina for the operation of the Medina Community Recreation Center; and

**WHEREAS:** Section 5.6 of the Operating Agreement establishes a Capital Improvement Fund specifically to address future capital needs; and

**WHEREAS:** Section 5.6 also specifies that the Capital Improvement Plan be recommended by the Advisory Committee before the beginning of each contract year and shall be approved by each party; and

**WHEREAS:** On July 17, 2014 the Recreation Advisory Committee approved the Capital Improvement Plan and expending of capital funds; and

**WHEREAS:** On August 25, 2014 the Finance Committee approved the plan.

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

**SEC. 1:** That in accordance with Section 5.6 of the Joint Operation Agreement between the Board of Education of the Medina City School District and the City of Medina, the Capital Improvement Plan for the Medina Community Recreation Center is hereby approved.

**SEC. 2:** That a copy of the 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, for the further reason some immediate repair purchases are needed; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

Effective date – ~~September 9, 2014~~

MORC CAPITAL IMPROVEMENT PLAN												
Updated 8/17/14	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est	Est	Est	Est
2008	2009	2010	2011	2012	2013	2014	2014	2015	2016	2017	2018	
PARKING LOTS												
REPAIRS	\$ 8,590											
SEAL/CRACK/STRIP	\$ 9,750											
SUB DRAINS												
TREES												
POROUS PAVMT/FRONT ENTRANCE												
POOLS												
WATER FEATURE REBUILD												
WATER FEATURE REPLACE												
PUMPS												
FILTER - INTERNAL COMPONENTS												
FILTER MEDIA REPLACEMENT												
SCOREBOARD REPLACEMENT - NEW (F.H.)												
REGOAT COMP-7285												
LIFE GUARD CHAIR REPLACEMENT SCH												
STARTER BLOCK REPLACEMENT												
CHEMICAL MONITORING UPGRADE/REPLACE												
LANE MARKERS												
POOL/SPA RESURFACING												
DOOR REPAIR/REPLACEMENT												
CHLORINE ROOM NETWORK												
TILE REPAIR AND REPLACEMENT												
DIVING BOARD REPLACEMENT/REFURBISH												
DRAIN COVERS/GRATE INSTALLATION												
COMP POOL BULKHEAD REFURBISH												
UPDATE DAKTRONICS CONSOLE												
REPAIR AND REPLACE FLOOR DRAINAGE												
SLIDE REPAIR												
REPAIR OF FILTER TANK												
PPM SENSOR FOR COMP/LEISURE POOL												
AUTOMATED POOL CLEANER												
FLOORS												
COM LOCKER ROOMS TILE AND DRAINAGE												
CARPET												
COMMUNITY RMS												
OFFICES												
RASCAL												
FRACK												
FIELD HOUSE												
ROOF												
POOL AREA												
CENTER												
FIELD HOUSE												
ELECTRIC												
LIGHTING UPGRADES AND ENHANCEMENTS												
HVAC												
COIL REPLACEMENT LEISURE												
COIL REPLACEMENT COMP												
HEAT EXCHANGERS LEISURE												
HEAT EXCHANGERS COMP												
HEAT EXCHANGERS SPA												
DUCT WORK REGOAT POOLS												
REPL ABG AC VARIABLE FREQUENCY DRIVE												
AIR HANDLER CABINET EPOXY WORK												
COOLING TOWER REPAIR												

ORD. 138-14  
EXH. A

WCRG CAPITAL IMPROVEMENT PLAN

updated 8/7/14

	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Est 2014	Est 2015	Est 2015	Est 2017	Est 2018
MISC.												
BALCONY EXPANSION PROJECT		\$ 235,080	\$ 116,975	\$ 11,246								
CAMERA REPLACEMENT			\$ 5,115			\$ 11,929		\$ 5,000	\$ 5,000			
FIELD HOUSE COURT CURTAINS		\$ 5,990						\$ 15,000	\$ 15,000			
FIELD HOUSE DOOR REPLACEMENT								\$ 15,000	\$ 15,000			
LOCKER REFINISH/REPLACEMENT								\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
MEN'S SAUNA REFURBISH								\$ 5,000	\$ 5,000			
WOMEN'S SAUNA REFURBISH								\$ 5,000	\$ 5,000			
SAUNA HEATERS								\$ 5,000	\$ 5,000			\$ 2,500
RESTROOM PARTIIONS								\$ 5,000	\$ 5,000			
DRINKING FOUNTAINS	\$ 859							\$ 4,000	\$ 4,000			
LOOSE FURNITURE REPLACEMENT/NEW								\$ 4,000	\$ 4,000			
PAINTING										\$ 10,000		
MENS SHOWER WALL REHAB			\$ 13,618									
SANDBLAST SHOWER				\$ 450								
WOMENS SHOWER WALL REHAB				\$ 3,284				\$ 20,000	\$ 3,000	\$ 3,000		
REKEYING / RELAYS FIELDHOUSE WHINGCHES								\$ 3,000	\$ 3,000	\$ 3,000		
DOOR REPLACEMENT /yr										\$ 10,000		
MASONRY					\$ 15,530							
BLEACHER ADDITION IN FIELD HOUSE									\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
FITNESS EQUIPMENT								\$ 10,094	\$ 7,355			
PROFESSIONAL ENGINEERING AND DESIGN SERV								\$ 16,500	\$ 10,000	\$ 10,000		
EQUIPMENT - SCRUBBER								\$ 5,000	\$ 5,000			
ARCHITECTURAL SERVICES - CAPITAL IMPROV. PLAN								\$ 950				
TABLES												
CONTINGENCY												
TOTAL ANNUAL EXPENDITURE	\$ 19,199	\$ 241,070	\$ 141,691	\$ 137,459	\$ 39,335	\$ 379,345	\$ 38,481	\$ 20,000	\$ 20,000	\$ 20,000	\$ 81,000	\$ 197,500

Please note: The contributions, expenditures, and balances are currently under review by the Schools Treasurer and City Finance Director for the 2015 plan.

RESOLUTION NO. 139-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S), AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

RECEIVED JUL -2 2014

Medical Consultants for Business

Ord. 139-14

PO# \_\_\_\_\_ Line # \_\_\_\_\_ 4241 Weymouth Rd.  
 Medina, OH 44256  
 PHONE: 330-723-9909  
 FAX: 330-723-9909  
 Date: 7-2-14  
 Approved: \_\_\_\_\_

INVOICE #
1873

DATE	P.O. NO.
6/23/2014	005
TERMS:	
Due on receipt	

BILL TO
Medina Fire Department 300 W. Reagan Parkway Medina, Ohio 44256 Attn: Robert Painter, Fire Chief

DATE	S.S. #	NAME	DESCRIPTION	AMOUNT DUE
6/9/2014	1738	Jonathan Zabala	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00
6/10/2014	2111	Thomas Brynak	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00
6/10/2014	3860	Michael Longa	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00
6/12/2014	1421	Nathan Thomas	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00

Thank you for your business.	<b>Total</b>
------------------------------	--------------

# Medical Consultants for Business

4241 Weymouth Rd.  
 Medina, OH 44256  
 PHONE: 330-723-9909  
 FAX: 330-723-9909

INVOICE #
1873

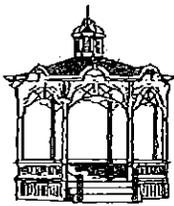
DATE	P.O. NO.
6/23/2014	005

BILL TO
Medina Fire Department 300 W. Reagan Parkway Medina, Ohio 44256 Attn: Robert Painter, Fire Chief

TERMS:
Due on receipt

DATE	S.S. #	NAME	DESCRIPTION	AMOUNT DUE
6/12/2014	1175	Robert Brewer	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00
6/17/2014	7691	Jeffery Kohn	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00
6/19/2014	1520	Brandon Steidl	Extended Physical Exam	90.00
			Audiogram	25.00
			EKG	60.00
			Labs	169.00
			Spirogram	60.00
			TB Test	20.00
			Chest X-Ray	85.00

Thank you for your business.	<b>Total</b>	\$3,563.00
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# 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. 2014001499

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

DELIVER AND SHIP TO THIS DEPT.

MEDINA FIRE DEPT  
MEDINA FIRE STATION #1  
300 W REAGAN PARKWAY  
MEDINA, OHIO 44256

NAME AND ADDRESS OF VENDOR

M00307  
MEDICAL CONSULTANTS FOR BUSINESS  
4241 WEYMOUTH RD  
MEDINA OH 44256

PURCHASE ORDER DATE  
07/14/14

### 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	NEW FIREFIGHTER PHYSICAL EXAMS BOC APPROVED 7/14/14	107-0110-52226	0		.00	4072.00
<b>TOTAL AMOUNT NOT TO EXCEED</b>						4072.00

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

*Keith W. Johnson*  
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

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

- Department Heads can authorize expenditures up to \$1,000.00 (requisition).
- Board of Control authorizes expenditures from \$1,000.01 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: 07/02/14

Department: Fire Department

Amount: \$4,072.00

B.O.C. Number: 7/14/14

Account Number: 107-0110-52226

Vendor: Medical Consultants for Business

Vendor #: M00307

Department Head/Authorized signature: \_\_\_\_\_



Item/Description: **REQUEST FOR PURCHASE ORDER: 8 - New Employee/Firefighter Physical Exams** (attached is invoice for 7 exams – 1 exam still to be done).

-----  
**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.

RESOLUTION NO. 140-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S), AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

President of Council

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

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

Clerk of Council

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

Mayor

# McRAIL

ORD 140-14

a Borden Perlman Salisbury & Kelly Company

## INVOICE

<b>CLIENT</b>	City of Medina 27770
<b>DATE</b>	06/26/2014
<b>CLIENT</b>	Robert McCarthy
<b>SERVICE</b>	Laura Kean
<b>PAGE</b>	1 of 1

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44258-0703

<b>PAYMENT INFORMATION</b>	
<b>INVOICE SUMMARY</b>	10,500.00
<b>PAYMENT AMOUNT</b>	
<b>PAYMENT FOR:</b>	Invoice#264616
RGL0008523-09	

Thank You

PLEASE DETACH AND RETURN WITH PAYMENT TO PO BOX 6710, LAWRENCEVILLE, NJ 08648

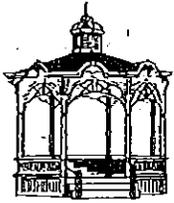
Customer: City of Medina

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
264616	06/29/2014	Renew policy	Policy #RGL0008523-09- 06/29/2014-06/29/2015 ARCH INSURANCE GROUP Railroad Liability - Renew policy	10,000.00
			OH Surplus Lines Tax - Renew policy	500.00

PO# 2014-1SD1 Line #  
Partial Complete  
Date: 7-23-14  
Approved: *[Signature]*

**TOTAL**  
10,500.00

Thank You



# 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. 2014001501

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

DELIVER AND SHIP TO THIS DEPT.

OFFICE OF THE MAYOR  
CITY OF MEDINA  
132 NORTH ELMWOOD AVENUE  
MEDINA, OHIO 44256

NAME AND ADDRESS OF VENDOR

B00417  
BORDEN-PERLMAN INSURANCE AGENCY  
PO BOX 6710  
LAWRENCEVILLE NJ 08648

PURCHASE ORDER DATE  
07/14/14

### 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	6/14-15 RR LIABILITY INSURANCE BOC APPROVED 7/14/14	145-0630-52213	0		.00	10500.00	
						<b>TOTAL AMOUNT NOT TO EXCEED</b>	10500.00

*7/21 - invoice to Dawn for signature.*

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 W. Johnson*  
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

# City of Medina

## Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 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: 7-8-14

Department: Railroad

Amount: \$ 10500<sup>00</sup>

B.O.C. Number: 7/14/14

501 Account Number: 145-01030-52213

Vendor: McRail - Borden - Perlman Insurance Agency

Department head/Authorized signature *[Signature]*

Item/Description:

Railroad liability insurance 6-29-14 to 6-29-15

*6/14-15  
RR Lib Ins*

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 Noon on Friday before the scheduled Finance Committee meeting.

Thank you.

**RESOLUTION NO. 141-14**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

**SEC. 1:** That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

**City of Medina**

**Board of Control/Finance Committee Approval**

ORD 141-14

**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 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: 6/9/2014

Department: Engineering

Amount: \$3,406.05

B.O.C. Number: \_\_\_\_\_

Account Number: 145 0630 52215

Vendor: Wintrow Construction Corporation

Vendor # \_\_\_\_\_

Department head/Authorized signature \_\_\_\_\_

Item/Description:

Emergency derailment repair, south of SR 18 at AI Root.

-----  
**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.

**ORDINANCE NO. 142-14**

**AN ORDINANCE AMENDING SECTION 161.13 (F) AND (K) OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO, RELATIVE TO THE ALLOCATION OF INCOME TAX FUNDS FOR THE FIRE DEPARTMENT CAPITAL AND GENERAL PURPOSE CAPITAL FUNDS.**

**WHEREAS:** Section 161.13 (f) and (k) of the codified ordinances of the City of Medina, Ohio, presently read as follows:

**161.13 ALLOCATION OF FUNDS.**

The funds collected under the provisions of this chapter shall be distributed as follows beginning **January 1, 2009:**

- (f) **One percent (1%)** of the net available income tax receipts received annually shall be set aside in a growth fund to be used to defray major capital expenses of the Fire Department of the City.
- (k) **Seven and one-half percent (7½%)** of the net available income tax receipts received annually shall be used to defray general purpose capital expenses.  
(Ord. 214-07, Passed 12-17-07.)

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

**SEC. 1:** That Section 161(f) and (k) of the codified ordinances of the City of Medina, Ohio, shall be amended to read as follows:

**161.13 ALLOCATION OF FUNDS.**

The funds collected under the provisions of this chapter shall be distributed as follows: beginning ~~January 1, 2009:~~

- (f) ~~One percent (1%)~~ **One and one-half percent (1-1/2%)** of the net available income tax receipts received annually shall be set aside in a growth fund to be used to defray major capital expenses of the Fire Department of the City.
- (k) ~~Seven and one-half percent (7½%)~~ **Seven percent (7%)** of the net available income tax receipts received annually shall be used to defray general purpose capital expenses.  
(Ord. 214-07, Passed 12-17-07., Ord. 46-12, Passed 3-12-12, **Ord. 142-14, Passed 9-8-14**)

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 143-14**

**AN ORDINANCE ADOPTING AND ACCEPTING THE MODIFICATION TO THE JOB DESCRIPTION FOR THE POSITION OF CABLE TV EXECUTIVE DIRECTOR/GENERAL MANAGER AS APPROVED AND PRESENTED BY THE CIVIL SERVICE COMMISSION.**

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

- SEC. 1:** That the job description for Cable TV Executive Director/Gneral Manager as approved and presented by the Civil Service Commission for the City of Medina is hereby adopted and accepted.
- SEC. 2:** That a copy of the revised Job Description is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

PROPOSED

**THE CITY OF MEDINA  
JOB DESCRIPTION**

Ord. 143-14  
Exh. A

**TITLE:** Cable TV Executive Director /General Manager

**REPORTS TO:** Advisory Commission on Communication Enhancement Support Services for work performed and Mayor for day to day supervision

**DEPARTMENT/DIVISION:** Cable

**CIVIL SERVICES STATUS:** Classified

**JOB STATUS:** Full-time

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The individual in this classification will generally be responsible for the development, growth and delivery of Medina Community Television Services for the residents of the City of Medina. Work performed will be overseen by the Advisory Commission on Communication Enhancement Support Services (ACCESS), but reports to Mayor for day to day supervision. Procedures and standards to be maintained are outlined by ACCESS. The Cable TV Executive Director/General Manager supervises the work of the Cable TV Operations Director, Assistant Producer/Technical Operations Director and the part-time TV Production Assistant.

**ESSENTIAL JOB FUNCTIONS:**

Oversees the operation of the facility, maintaining high production and ethical standards.

Disseminates rules and regulations governing use of the facility, equipment access, equipment maintenance and other personnel policies and procedures.

Oversees annual budget to determine needs of the facility while maintaining costs within budget constraints.

Works with the Mayor and other City officials on contract renewals for Franchise Fees with the local cable company.

Establishes a plan to keep channels current with technology and equipment in a cost effective manner.

Assures maintenance and minor equipment repair.

Maintains current records or inventory of purchased equipment.

Works with City, school, county and community representatives to ensure appropriate and useful information for the Television Services.

Supervises work of Department personnel.

Handles production of studio and remote location tapings for broadcast on MCA.

## PROPOSED

Edits Public Service Announcement promotions and programs for broadcast.

Creates and develops set or scene designs for productions.

Develops relationships and good communications with various departments and agencies for programming on television channels.

Acts as liaison between the City, schools and community.

Maintains and oversees the electronic community bulletin board, as well as the Emergency Alert System.

Develops the overall look and content of the channels.

Attends meetings of ACCESS Committee to provide input at meetings relative to the operation of the production facilities.

Maintains regular and consistent attendance.

Identifies and solicits grants, as well as other sources of revenue for the channels.

Works in conjunction with the local cable company to ensure the best product for viewers.

Maintains wiring and equipment installation at facility and remote location.

Maintains website for the television services and explores avenues for use of Internet while keeping current with all legal issues pertaining to the internet.

Schedules and conducts orientation and training sessions for students and volunteers, including use, care and maintenance of all production equipment.

Recruits and trains volunteer producers, student producers and production personnel.

Promotes the development, delivery and growth of community access TV in Medina.

Works with the local news outlets to provide information to the media that will assist in program design and production.

## **EDUCATION, TRAINING AND EXPERIENCE:**

Experience as a producer of broadcast, independent or public access programming with an understanding of the potential of community utilization of cable television.

Supervisory experience in program development and experience in public speaking.

Possession of a Bachelor's degree in communications or related field.

**License:**

## PROPOSED

Valid driver's license issued by the State of Ohio and remain insurable under the City of Medina's vehicle insurance plan.

### QUALIFICATIONS:

#### Knowledge of:

- Cable television industry;
- Field production techniques and principles;
- Operation of basic cable and public access channels;
- The City ACCESS philosophy; and
- City cable TV Franchise agreements and state and federal laws relating to cable television and public access.
- Video switchers and audio mixers.

#### Skilled in:

- Handling a wide range of professional video equipment;
- Operating a variety of professional video production equipment, including video cameras, video switching equipment, lighting equipment, microphones and audio control devices, editing systems, computer graphic systems and other related peripherals; and
- Developing Department budgets.

#### Ability to:

- Understand and follow complex oral and written instructions;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Maintain good taste and judgment in all production activities;
- Work in a cooperative and encouraging manner with community members, City and school employees and students;
- Work independently and supervise the work of others; and
- Provide administrative and professional leadership and direction to Department personnel.
- Operate various camera systems and non-linear editing systems.
- Design sets and lighting for various field and studio shoots.

### PHYSICAL DEMANDS:

Strength and agility sufficient to lift and maneuver video equipment and television design sets. This position requires the employee to spend a large part of each working day standing, walking, transporting and handling video equipment. This position involves occasional bending, stooping, crawling, squatting, lifting, kneeling and reaching.

PROPOSED

**ENVIRONMENTAL ELEMENTS:**

This position works mostly indoors but at times works outside in various weather conditions.

**WORKING CONDITIONS:**

May be required to work outside normal business hours including weekends, evenings and holidays.

**EQUIPMENT USED:**

Various camera systems and non-linear editing systems, video switchers, audio mixers and lighting.

**ADDITIONAL REQUIREMENTS:** The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

EMPLOYEE ACKNOWLEDGMENT: \_\_\_\_\_

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

**ORDINANCE NO. 144-14**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE  
(1) 2015 FORD UTILITY POLICE INTERCEPTOR FROM  
STATEWIDE FORD FOR THE POLICE DEPARTMENT.**

**WHEREAS:** In accordance with H.B 204, the Police Department has requested authority to purchase police cruisers without competitive bidding or participation in the state cooperative purchase contracts provided they can verify that the political subdivision can purchase the supplies or services from another party upon equivalent terms, conditions, and specification but at a lower price than it can through those contracts; and

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

**SEC. 1:** That the purchase of one (1) 2015 Ford Utility Police Interceptor from Statewide Ford, State Contract No: RS90153, Index #GDC093, is hereby authorized for the Police Department.

**SEC. 2:** That the funds to cover this purchase, in the amount of \$34,000.00, are available in Account No. 106-0101-54417.

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

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

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

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

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

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

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

**ORDINANCE NO. 145-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MEDINA AND T&M ASSOCIATES FOR STREAMBANK RIPARIAN RESTORATION SERVICES FOR THE CHAMPION CREEK RESTORATION PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Agreement between T&M Associates and the City of Medina for Streambank Riparian Restoration Services for the Champion Creek Restoration Project.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the amount not to exceed \$270,000.00 are available as follows: \$197,075.00 in Account No. 134-0454-52215 and \$72,925.00 in Account No. 301-0454-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to proceed into restoration design phase immediately; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

02B. 145-14

**AGREEMENT  
FOR STREAMBANK RIPARIAN RESTORATION SERVICES  
BETWEEN  
T&M ASSOCIATES AND THE CITY OF MEDINA, OHIO**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between The City of Medina, Ohio, hereinafter referred to as "Client," and T&M Associates, a New Jersey corporation, referred to as "Consultant" with multiple offices in Ohio.

**RECITALS:**

WHEREAS, Client desires to conduct streambank riparian restoration services in compliance with applicable laws and regulations; and

WHEREAS, Consultant has available and offers to provide qualified personnel and subcontractors necessary to perform the desired services under this Agreement;

NOW, THEREFORE, Client and Consultant agree as follows:

**I. SCOPE OF WORK**

The work to be performed by Consultant is streambank riparian restoration services described in Exhibit A, Scope of Work, including the documents incorporated therein by reference (the "Work"). The Work shall be performed at Champion Creek in Medina, Ohio (the "Site").

**II. AUTHORIZATION TO PROCEED**

Within thirty (30) days of the Effective Date of this Agreement, Client shall provide Consultant with a written Notice to Proceed and the contract time shall commence on the day indicated on the Notice to Proceed (the "Start Date"). The Work must be completed by May 31, 2016. Consultant shall use its best efforts to perform the Work specified in Exhibit A by this date.

**III. COMPENSATION**

A. For the Work, Client agrees to pay, and Consultant agrees to accept, total compensation in accordance with Exhibit B.

B. As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant within 15 days of receipt of the invoice. Any portion of any invoice not contested shall be deemed to have been accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant has the right to suspend Work pursuant to Article X, Suspension of Work. During the performance of the Work, and for a period of 3 years after final payment, Client and Client's accountants shall be afforded access from time to time, upon reasonable notice, to Consultant's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Consultant shall preserve for a period of 3 years after final payment.

#### IV. ACTIVITIES REQUIRED OF CLIENT

Client shall appoint a Client's representative with respect to the Work to be performed. Client's representative shall have complete authority to execute task orders, to transmit instructions, receive information, and communicate Client's policies to Consultant. Consultant shall be entitled to rely on representations made by Client's representative unless otherwise directed in writing by Client.

Client agrees to perform the following or cause the appropriate party to:

1. Provide access to Site, including coordination with any tenants for access, and furnish lands and easements as set forth in Article V, Availability of Lands.
2. Furnish to Consultant, as required for performance of Consultant's Work, the following, all of which Consultant may use and rely upon in performing Work under this Agreement:
  - a. property, boundary, easement, right-of-way, topographic and utility surveys;
  - b. zoning, deed and other land use restrictions
3. Review submittals that are subject to Client's review
4. Execute all regulatory paperwork required as part of the services performed, such as permits and notifications to regulatory agencies for the Work.

Consultant shall not be responsible for delays or increased costs to the extent caused by: (1) failure of Client to furnish timely information or to approve or disapprove Consultant's submittals promptly, or (2) faulty performance or nonperformance by Client, Client's independent Consultants or subcontractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof. Consultant will take reasonable steps to mitigate the impact of any such delay. If such conditions cause an increase or decrease in Consultant's cost of, or the time required for, performing any part of the Work, an equitable adjustment shall be made under this clause and the contract price and/ or times modified in writing by Change Order.

#### V. AVAILABILITY OF LANDS; DIFFERING SITE AND HAZARDOUS CONDITIONS

##### A. Availability of Lands

Client shall make available the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Consultant.

B. Examination of Documents and Site Conditions

Consultant acknowledges that it has examined relevant information, has inspected the Site, and is generally familiar with the type of risks, contingencies, and other circumstances and conditions that could affect or influence the Work. Consultant acknowledges that this information was secured by personal investigation, knowledge of the Site and review as a professional of type of Work to be undertaken.

Consultant has a continuing duty during the course of the Work to make reasonable inquiry and inspection of information relevant to the Site and the Work. Consultant shall make reasonable inquiry, based on Consultant's professional knowledge and judgment, as to the reasonableness of any data it is provided for its use in performing the Work. Consultant shall be responsible for the accuracy of the data it generates and all interpretations and recommendations it makes based on data Consultant has generated or otherwise relied upon. Consultant has not independently verified data generated by third parties except as required by the scope of Work.

C. Differing Site Conditions

Consultant shall promptly, and before the conditions are disturbed, give written notice to Client of any subsurface or latent physical condition at the Site discovered by Consultant which was previously unknown, or which differs materially from that indicated in the Scope of Work and is unanticipated taking into consideration the history of the Site and documentation of Site conditions provided by the Client.

If any condition does materially so differ and causes an increase or decrease in the Consultant's cost of, or the time required for, performing any part of the Work, an Equitable adjustment shall be made under this clause and the contract price and/or times modified in writing by change order.

D. Hazardous Conditions

If Consultant, during its performance of the Work, encounters a hazardous condition at the Site that did not exist at the time of Consultant's inspection of the Site or was otherwise unforeseen or unknown, Client will be responsible for such hazardous condition to the extent that such hazardous condition was not identified in the Scope of Work; provided, however, that Client shall not be responsible for materials creating a hazardous condition brought to the Site by Consultant, subcontractors, suppliers, or anyone else for whom Consultant is responsible.

Consultant and any affected subcontractor shall immediately (i) stop all Work in connection with such hazardous condition and in any area affected thereby and (ii) notify Client (and thereafter confirm such notice in writing).

Consultant shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Client has obtained any required permits related thereto and delivered to Consultant special written notice signed by an authorized representative of Client, reasonably satisfactory to Consultant, (i) specifying that such hazardous condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely.

## VI. CONSULTANT'S RESPONSIBILITIES

In performing the Work described in Exhibit A, Consultant's responsibilities shall include:

A. Standard of Care

The standard of care for all professional design services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the engineering profession performing similar services at the time such services are performed.

B. Permits

Unless otherwise provided under this Agreement, Consultant shall directly, or through one or more subcontractors, obtain all necessary permits and licenses. Client shall assist Consultant, as necessary, in obtaining such permits and licenses.

C. Laws and Regulations

Consultant shall give all notices and comply with applicable laws and regulations of the location of the Site, which are applicable to performance of the Work.

D. Safety

Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs reasonably required for the Work performed by Consultant.

E. Warranty

Consultant warrants to Client that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all construction Work will be of good quality, free from improper workmanship and defective materials and in accordance with all applicable professional standards relating to the Work being performed hereunder. This warranty does not include defects caused by Client modifications, abuse, improper maintenance or improper operation. Consultant agrees to correct all work performed by it under this Agreement which proves to be defective in material or workmanship, so long as it receives written notice describing the defect, within a period of two (2) years from the date of completion of the Work. The foregoing warranty is the sole warranty made hereunder and is in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, all of which warranties are hereby expressly disclaimed.

## VII. DISPOSAL OF WASTE MATERIALS

Client will remain responsible as the generator of record for the disposal of contaminated and other waste materials generated by Consultant at the Site. Accordingly, Client shall sign all regulatory paperwork, including waste manifests or bills of lading. In the event Client is not able to directly arrange for the disposal of contaminated materials, Client authorizes Consultant to hire, on behalf of and as agent of Client, subcontractors to transport and dispose of contaminated or other waste material generated from the Site.

It is understood and agreed that Consultant shall not be deemed to be, and is not responsible as an owner, generator, operator, transporter, arranger or other "person" as described in Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act

of 1980 ("CERCLA"), as amended, or Section 7002 of the Resource Conservation and Recovery Act ("RCRA"), or applicable state or local laws. Rather, Consultant acts at the direction of Client solely as its agent to arrange for the transportation, storage, treatment, or disposal of the contaminated materials generated from Client's site(s).

## VIII. INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000.
2. Commercial general liability insurance, including personal injury liability, blanket contractual liability, broad-form property damage liability coverage, and completed operations. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000; \$2,000,000 general aggregate.
3. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
4. Statutory workers' compensation and employer's liability insurance as required by state law.
5. Consultant shall submit to Client certificates of insurance for the policies listed above. Client shall be included as an additional insured under Policies 1 and 2. The certificates shall provide that the insurance company gives written notice to Client at least 30 days prior to cancellation of the policy. Coverage shall remain in effect for at least two years after final payment has been made.

## IX. INDEMNITY

### Indemnification by Consultant

Consultant shall indemnify and hold harmless Client, Client's officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including, but not limited to, reasonable attorney's fees and other reasonable legal expenses) to the extent arising out of or resulting from the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent such claim, cost, loss or damage is caused by any negligent act or omission or willful misconduct of Consultant, any subcontractor, any individual, or any entity directly or indirectly employed by any of them to perform or furnish any of the Work. This indemnification provision is subject to and limited by the provisions agreed to by the "Limitation of Liability" section of this Agreement.

### Limitation of Liability

Client agrees that, to the fullest extent permitted by law, Consultant's total liability to Client in connection with this Agreement is limited to two (2) times the total amount of compensation paid to Consultant under this Agreement, regardless of the legal theory under

which such liability may be imposed. Client hereby releases Consultant from any liability above such amount.

Consequential Damages

In no event shall either Party hereto ever be liable to the other or obligated in any manner to pay to the other Party any indirect, special, incidental, consequential, punitive or similar damages whether such claims are based upon contract, tort, negligence, warranty, strict liability or under any other legal and equitable theory.

Indemnification by Client for Preexisting Conditions

Client acknowledges Consultant will perform Work at a Site that may contain hazardous materials or pollution conditions ("Preexisting Pollution Conditions"), and that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials. Client's responsibility under this provision, however, shall not apply to the extent claims are caused by Consultant's negligence or willful misconduct.

**X. SUSPENSION OF WORK**

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article III, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XI, Termination of Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

## XI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 30 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work satisfactorily performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to Consultant's actual costs for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

## XII. FORCE MAJEURE

Consultant shall not be responsible for delays or increased costs caused by circumstances beyond its reasonable control and without its fault, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents; and (2) acts of God. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof. Consultant will take reasonable steps to mitigate the impact of any force majeure. If force majeure conditions cause an increase or decrease in Consultant's cost of, or the time required for, performing any part of the Work, an equitable adjustment shall be made under this clause and the contract price and/or times modified in writing by Change Order.

### **XIII. NOTICES**

Each party shall send in writing any notice that this Agreement requires. For the purposes of this Agreement, any such notice shall be deemed to have been given three business days after the day on which a party mails it to the other party.

Notices to Client shall be addressed to:

The City of Medina, Ohio  
132 North Elmwood Avenue  
Medina, OH 44256  
Attn: Gregory Huber, Law Director

Notices to Consultant shall be addressed to:

T&M Associates  
4675 Lakehurst Court, Suite 250  
Columbus, OH 43016  
Attn: Ihsan Al-Fayyomi, Sr. Vice President

### **XIV. CONFIDENTIALITY**

Consultant agrees it will keep confidential information it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior written permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

1. becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
2. was available to Consultant on a non-confidential basis prior to its disclosure by Client;
3. becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

### **XV. SUBCONTRACTS**

Consultant shall be entitled, to the extent determined appropriate by Consultant with the approval of Client, to subcontract any portion of the work to be performed under this Agreement.

### **XVI. ASSIGNMENT**

This Agreement is binding on the heirs, successors and permitted assigns of the parties hereto. Neither Client nor Consultant may assign this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld.

### **XVII. NO BENEFIT FOR THIRD PARTIES**

The services and any professional work product to be provided by Consultant are based upon the specific scope of work authorized by Client and, as such, are intended solely for the benefit and use of Client. No benefit is intended to be conferred on, nor contractual relationship

established with, any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely upon Consultant's services, reports, opinions, recommendations, plans, or specifications provided hereunder.

#### **XVIII. SEVERABILITY**

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

#### **XIX. ATTORNEYS' FEES**

In the event either party commences legal proceedings against the other, then each party shall be responsible for its own attorneys' fees and all other costs of such proceeding.

#### **XX. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Ohio.

#### **XXI. DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement, shall at the time such dispute, controversy or claim arises, be submitted to non-binding mediation by a neutral and independent mediator, who shall be selected by the parties by mutual agreement, or if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association. Referral of any dispute to mediation and completion of the mediation process is required before any party files a lawsuit concerning any dispute. The cost of the mediator and any other mediation costs shall be borne equally by the parties. The mediation process and the outcome of the mediation shall remain confidential. Notwithstanding the foregoing terms, the parties shall make every reasonable effort to resolve disputes, controversies or claims between themselves in a cooperative fashion prior to submitting a dispute to mediation. Unless otherwise mutually agreed in writing by the parties, neither party may commence an action at law or equity until either cooperative negotiation or non-binding mediation provided herein has been concluded; provided, however, that a party will not be required to wait until mediation has been concluded if doing so would materially prejudice such party's rights, including but not limited to causing such party to exceed the applicable statute of limitations.

**ORDINANCE NO. 146-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVOCABLE USE PERMIT WITH GOWE LEASING LIMITED TO USE OR OCCUPY PART OF CITY OWNED LOT WITH AN ADA RAMP FOR 122 PUBLIC SQUARE.**

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

**SEC. 1:** That the Mayor is hereby authorized to execute a Revocable Use Permit with Gowe Leasing Limited to use or occupy a part of the City-owned lot (Permanent Parcel #028-19B-20-127) with an ADA ramp for 122 Public Square (Permanent Parcel #028-19B-20-055).

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

**SEC. 3:** That the Clerk of Council is hereby directed to file the Revocable Use Permit with the Medina County Recorder.

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

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

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

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

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

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

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

## REVOCABLE USE PERMIT

Permission is hereby granted to **Gowe Leasing Limited** ("Permittee") to use or occupy a part of the City-owned lot (Permanent Parcel #028-19B-20-127) with an ADA ramp for 122 Public Square (Permanent Parcel #028-19B-20-055). The area of encroachment is shown on the attached sheets, photograph and legal description attached hereto and incorporated herein as "Exhibits A, B, C, and D."

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

The **City of Medina**, for any reason and at any time, may order removal of the encroachments that are the subject of this use permit. If for any reason the **City of Medina** or its duly authorized representative deems it necessary to order the removal, reconstruction, relocation or repair of the encroachments, it shall be promptly undertaken at the sole expense of **Gowe Leasing Limited**. Failure on the part of the **Permittee** to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the **City of Medina** deems necessary, and the **City** may remove the encroachment at the **Permittee's** sole expense. The **Permittee** agrees to indemnify and hold the **City of Medina** harmless from any claims by any person for personal injury or damages allegedly arising from the existence or maintenance of the encroachment.

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

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

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

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

Dated at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

**CITY OF MEDINA**

By: \_\_\_\_\_  
DENNIS HANWELL, Mayor

STATE OF OHIO        )  
                                  )ss:  
COUNTY OF MEDINA )

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Medina, Ohio.

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
JIM GOWE, GOWE LEASING LIMITED, Property Owner

STATE OF OHIO            )  
                                  )ss:  
COUNTY OF MEDINA    )

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Medina, Ohio.

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



Engineering and Surveying  
 257 S. Court St. • Suite 6  
 Medina, Ohio 44256  
 Phone: 330-723-1828 • 800-723-1870  
 Fax: 330-723-6637  
 E-mail: info@rh-inc.com

Legal Description for a 7' X 12' Revocable Use Area  
 Project No. 31,559  
 July 8, 2014

Situated in the City of Medina, County of Medina and State of Ohio, also known as being part of Medina City Lot No. 9147 and being part of Medina City Lot No. 9147 as shown by the plat recorded in Plat Document No. 2014PL0000\_\_ of Medina County Recorder's Records further bounded and described as follows:

Commencing at the Northeast corner of lands conveyed to Gowe Leasing Limited by deed dated August 07, 2012 as recorded in Doc. No. 2012OR019108, also being a corner of said MCL 9147 and the TRUE PLACE OF BEGINNING of the Revocable Use Area herein described;

Thence along the Northern line of said lands of Gowe Leasing Limited, bearing South 89°41'42" West, a distance of 12.00 feet to a point thereon;

Thence parallel to an Eastern line of said MCL 9147, bearing North 00°09'30" West, a distance of 7.00 feet to a point;

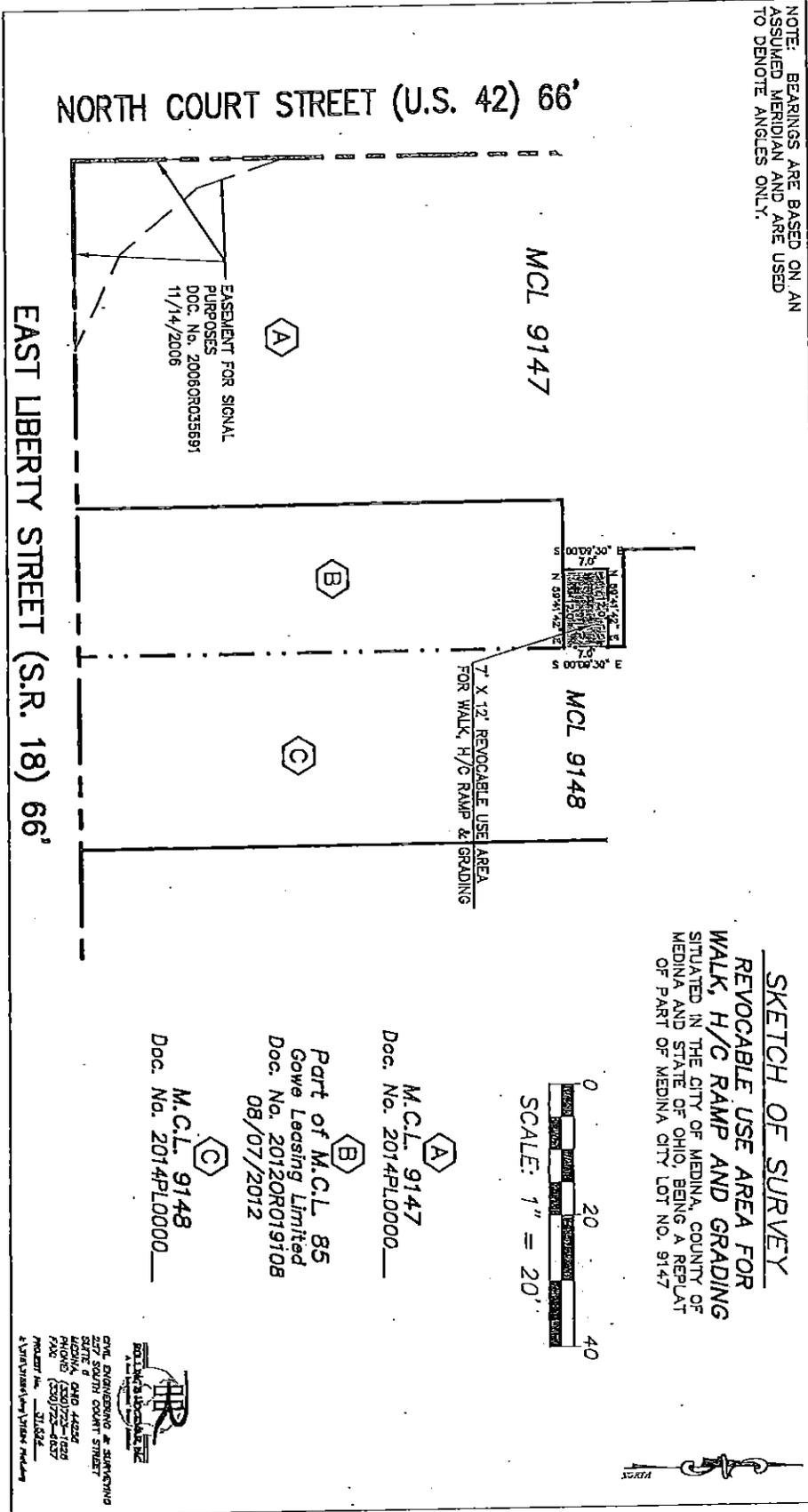
Thence parallel to the Northern line of aforesaid lands of Gowe Leasing Limited, bearing North 89°41'42" East, a distance of 12.00 feet to a point on an Eastern line of said MCL 9147;

Thence along an Eastern line of said MCL 9147, bearing South 00°09'30" East, a distance of 7.00 feet to a corner of said MCL 9147, also being the Northeast corner of said lands of Gowe Leasing Limited and the TRUE PLACE OF BEGINNING, intending to be a 7' X 12' Revocable Use Area, containing 0.0019 acres (84 square feet) of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey under the supervision of Douglas S. Jewel, P.S. No. S-8007 by Rolling & Hocevar, Inc. in July 2014.

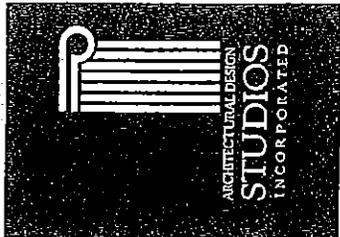
NOTE: BEARINGS ARE BASED ON AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.



SKETCH OF SURVEY  
REVOCABLE USE AREA FOR  
WALK, H/C RAMP AND GRADING  
SITUATED IN THE CITY OF MEDINA, COUNTY OF  
MEDINA AND STATE OF OHIO, BEING A REPLAT  
OF PART OF MEDINA CITY LOT NO. 9147



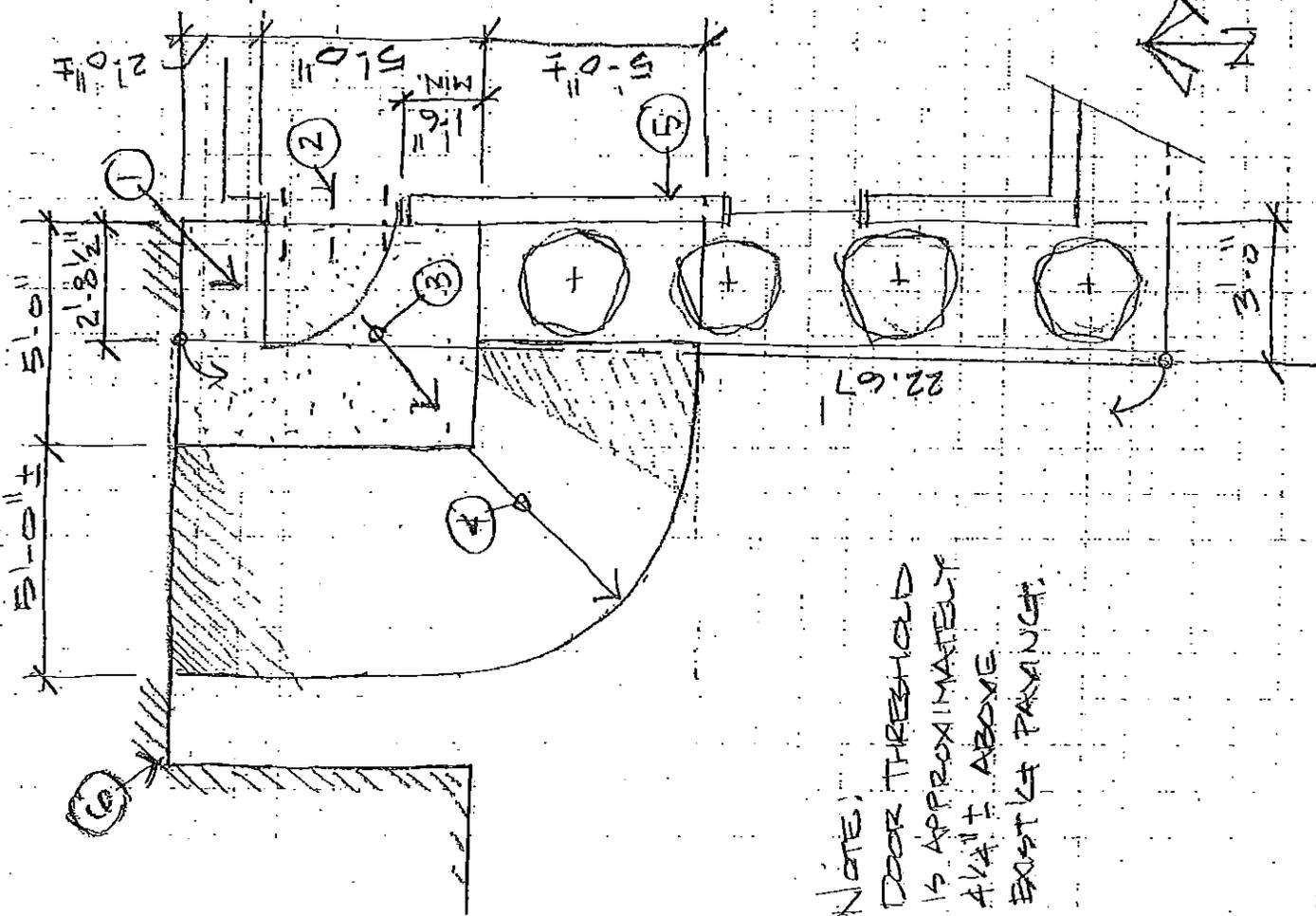
ROLLING'S LOGO  
CIVIL ENGINEERING & SURVEYING  
217 SOUTH COURT STREET  
MADISON, OHIO 44224  
PHONE (330)722-1825  
FAX (330)722-4037  
PROJECT No. 11/082  
LAND SURVEYING



Architecture  
 Preservation  
 Graphics  
 Planning  
 Interior Design  
 620 East Smith Rd  
 Medina, Ohio 44256  
 ph. 330-723-6975  
 fax 330-723-7129

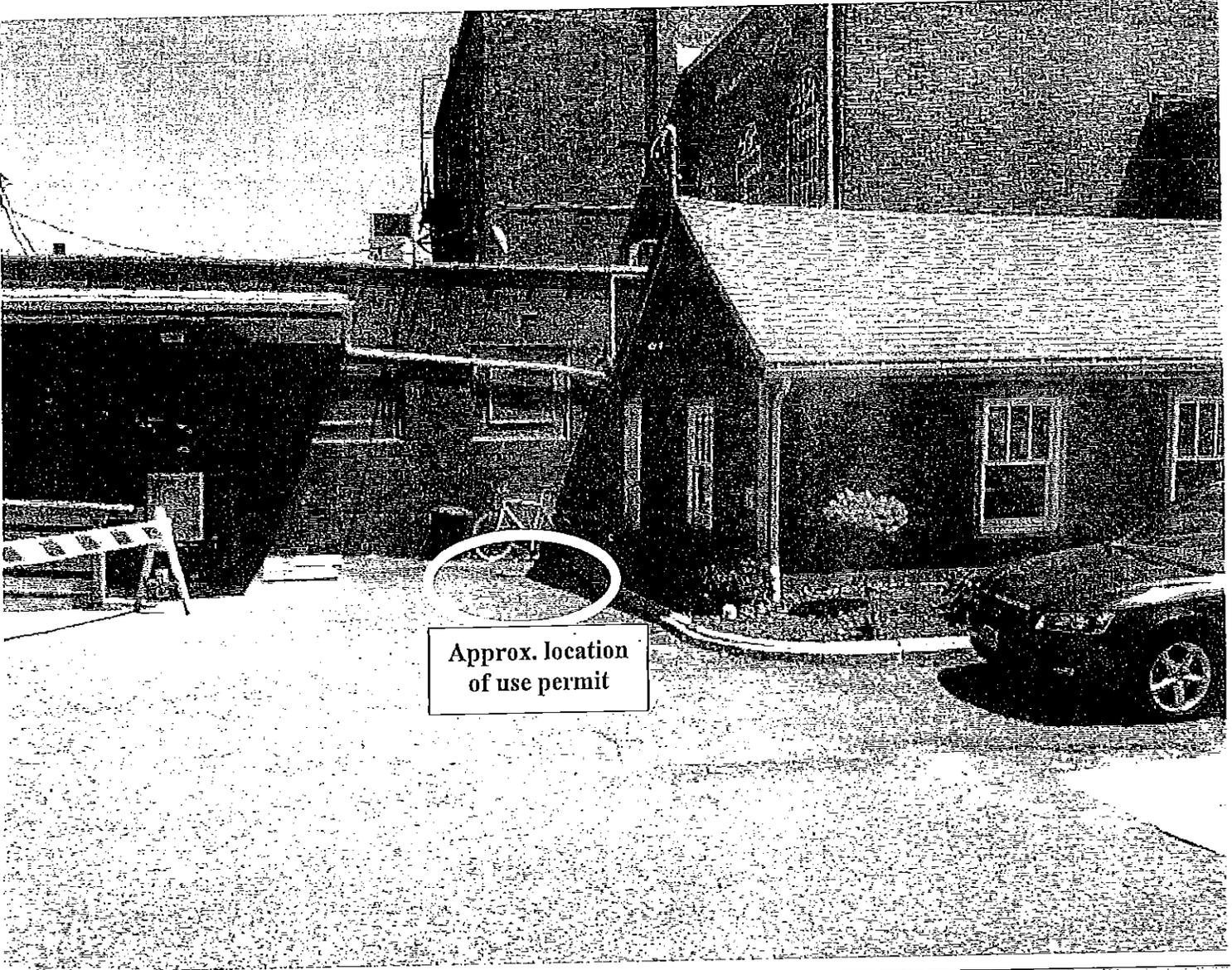
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- ① NEW REINF. CONC. PAD ON 2" RIGID INSULATION & COMPACTED POROUS FILL. ALIGN W/ LIP OF ACCESSIBLE DOOR THRESHOLD (1/2" HT MAX).
- ② PROVIDE (3) #4 x 16" LONG DOWEL TIES INTO BLOCK SLABS.
- ③ PITCH CONC. PAD TO DRAIN 1:40 (1/4" PER FT) MAX AWAY FROM BLDG.
- ④ NEW ASPHALT PAVING SLOPE 1:12 MAX. COORDINATE W/ EXIST'G ASPHALT PAVING.
- ⑤ 122 PUBLIC SQUARE BRADNIGH - (SECOND FLOOR)
- ⑥ NEIGHBORING BLDG



NOTE:  
 DOOR THRESHOLD IS APPROXIMATELY 4 1/4" ABOVE EXIST'G PAVING.

ACCESSIBLE  
PAD SCALE: 1/4" = 1'-0"  
DETAIL  
 122 PUBLIC SQ  
 MEDINA, OHIO



Approx. location  
of use permit

**ORDINANCE NO. 147-14****AN ORDINANCE ESTABLISHING A PUBLIC BIDDING PROCEDURE FOR DESIGN-BUILD BIDS FOR THE SPRING GROVE BRIDGE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** This Council has determined that the design-build method for the Spring Grove Bridge Replacement project is the most appropriate method to obtain the best quality, service, performance, efficiency, and price for the project; and

**WHEREAS:** This Council finds that the design-build process of public bidding set forth in this Ordinance complies with Medina City ordinances and laws for public improvements which exceed \$25,000 in cost shall be made to the lowest and best bidder after public advertising in a manner prescribed by the Council and that this Council shall not be required to accept any bid.

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

**SEC. 1:** The Mayor is hereby authorized to employ a design-build bidding process for the Spring Grove Bridge Replacement project through a two-step process whereby a public request for qualifications from potential bidders shall be made in accordance with a Request for Qualifications and Request for Proposal on file in the office of the Mayor. Upon receipt of such qualifications, a determination shall be made by the Mayor as to which bidders are qualified to then submit proposals for the construction of the permanent restrooms at Reagan Park. Upon receipt of the proposals, the Mayor shall make a recommendation to City Council for the award of a contract to the lowest and best proposal, which shall be within the sole discretion of this Council as to the determination of "lowest and best." Council shall not be required to accept any bid proposal and may reject any and all bid proposals.

**SEC. 2:** It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements, including § 121.22 of the Ohio Revised Code.

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin the design-build process so as not to delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

**RESOLUTION NO. 148-14**

**A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE, RELATIVE TO PHASE 2 OF THE NORTH HUNTINGTON STREET RECONSTRUCTION, AND IN ADDITION AUTHORIZING AN APPLICATION FOR A LOAN, RELATIVE TO PHASE 2 OF THE WADSWORTH ROAD WATERLINE PROJECT, BOTH FROM THE STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION.**

**WHEREAS:** The City of Medina, Ohio intends to apply to the State of Ohio, Ohio Public Works Commission, for funding under the Issue 1 and LTIP program funding.

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

- SEC. 1:** That the Council of the City of Medina, Ohio hereby approves the filing an application or applications to the State of Ohio, Ohio Public Works Commission, for Issue 1 and LTIP program funding for grant assistance for Phase 2 of the North Huntington Street Reconstruction Project.
- SEC. 2:** That the Council of the City of Medina, Ohio hereby approves the filing of an application or applications to the State of Ohio, Ohio Public Works Commission, for Issue 1 and LTIP program funding for a 0% loan for Phase 2 of the Wadsworth Road Waterline Project.
- SEC. 3:** That the Mayor of the City of Medina, Ohio is hereby authorized and directed to execute and file an application or applications with the appropriate authority and to provide all information and documentation required in the application process.
- SEC. 4:** That if the Grant is awarded to the City, the Mayor is hereby authorized to accept the Grant and enter into an agreement with the State of Ohio for the implementation and administration of the Grant.
- SEC. 5:** That if the Loan is awarded to the City, the Mayor is hereby authorized to accept the Loan and enter into an agreement with the State of Ohio for the implementation and administration of the Loan.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**ORDINANCE NO. 149-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 3 WITH HNTB-OHIO, INC. FOR ENGINEERING DESIGN SERVICES FOR THE W. SMITH ROAD RECONSTRUCTION PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute Supplemental Agreement No. 3 with HNTB-Ohio, Inc. for engineering design services for the West Smith Road Reconstruction Project.
- SEC. 2:** That the funds to cover the agreement, in the estimated amount of \$31,954.00 are available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Supplemental Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

Ord. 149-14  
Exh. A

## SUPPLEMENTAL AGREEMENT NO. 3 – WEST SMITH ROAD

This Supplemental Agreement, Number 3, to the AGREEMENT FOR PROFESSIONAL SERVICES, dated March 9, 2007 (the Agreement), between The City of Medina (Owner) and HNTB Ohio, Inc. (HNTB) is made effective as of July 16, 2014.

### BACKGROUND

*The current allocation of fee and remaining tasks are shown below for tasks which we wish to have reallocated and authorized which includes work to be completed for both Sections I and II.*

- *Task 4.2.2.4 – \$2,614 – Channel Section Sheets – Sheets not required*
- *Task 4.2.9.1 – \$2,877 – Geotechnical Investigation and Report – Work complete, reallocate remaining fee from J&L to HNTB.*
- *ORC - \$14,850 unused fees, reallocate fee from O. R. Colan to HNTB*
- *Task 7.1.2.3 – \$1,999 – Update Channel Relocation Details and Sheets – Not required*

1. HNTB shall perform the following Services:

- The Section I plans not yet completed are required to be updated to the 2013 ODOT Specifications. Items in need of updating will be the Title Sheet, General Notes, General Summary, Headwall plans, Signal Plans and Cost Estimate.
- Additional Right-of-Way plan and roadway plan work due to M.Z.S Company's additional driveway and parking lot reconfiguration discovered during Final Right-of-Way field review of Section 1.
- Submission of the Army Corps of Engineers (ACOE) Section 404 Pre-Construction Notification resulted in several resubmissions of information including planting, grading and other associated details. This work also included additional coordination and research not anticipated by HNTB or included in the original scope and fee for Section I and Section II.
- Revise project detour routes requested by The City of Medina in the Stage 3 plan review comments. The routes were updated in the Section II plans and will be adapted to the Section I plans.
- The scope for Maintenance of Traffic plans was to include MOT Notes sheets, Sequence of Construction, Phasing Typical Sections and Detour Plans. At the City of Medina's request add additional phasing sheets to the plan set. A total of 9 sheets (5 for Section I and 4 for Section II).
- On Section I and Section II off-site flow entering the sewer systems created issues with the hydraulic grade line of the proposed storm sewer. To provide a system that meets design standards, separate storm systems are required for the roadway and offsite drainage. Additional design effort and plan work is required.
- On Section I and Section II the complexity of the waterline work is greater than anticipated and requires additional design and plan work. The work requires converting a transmission line to a distribution line. Refinements are necessary to the storm sewer design in order to maintain water service and construct the new water main in a limited vertical window. Extend water line work limits up to State Road and Fair Drive.
- Based on City Stage 3 review comments received HNTB shall re-profile the 16" water main on West Smith Road and incorporate network changes at Fair Road and State Road. This will require revisions to the following sheets:
  - Waterwork plan and profile sheets
  - Roadway plan and profile sheets

- o Sewer profiles
- o Cross-sections
- o Maintenance of Traffic Sequence of Construction Notes
- o Waterwork notes and details
- o General summary (and supporting quantity calculations)
- o Management and administration for this contract.

2. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

PS&E Submittal

3. HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Notice to Proceed	May 1, 2011
Final R/W Submittal	October 2014
PS&E Submittal	October 2014
R/W Certification	December 2014
Bidding Process & Construction	April 2015

4. For the performance of the foregoing obligations, Owner shall pay to HNTB the amount of seventy-four thousand, seven hundred six dollars and zero cents \$(74,706). This amount includes a fixed fee of \$7,382 which increases the total fixed fee from \$49,029 to total fixed fee of \$56,411.

This Supplement raises the total maximum compensation under the Agreement from seven hundred seventy-one thousand, three hundred eighty-seven dollars and zero cents (\$771,387) to the cost plus fixed fee amount of eight hundred three thousand, three hundred forty-one dollars and zero cents (\$803,341)\*.

\*Below is a summary of the fee breakdown used to reach compensation for Scope of Services listed in 1 above.

*\$74,706 – Supplement 3*  
*\$ 2,614 – Less: Reallocated Monies for Task 4.2.2.4 Channel Section Sheets*  
*\$ 1,999 – Less: Reallocated Monies for Task 7.1.2.3 Update Channel Relocation Details and Sheets*  
*\$20,412 – Less: Reallocated funds from Preliminary part of contract*  
*\$14,850 – Less: Reallocated funds from OR Colan*  
*\$ 2,877 – Less: Reallocated funds from J & L*  
*\$31,954 – New Contract Funds*

**Authorized Compensation**

Total authorized compensation is seven hundred ninety-five thousand, three hundred sixty dollars and zero cents (\$795,360).

**Parts remaining unauthorized:**

*\$3,740 – Task 6.5.2 Land Acquisition County Properties (Supplement 1)*  
*\$4,241 – Task 6.5.2 Land Acquisition (Supplement 2)*  
*\$7,981 – Total Unauthorized Amount*

HNTB Phase Segment	Contract Document	Contracted Dollars	Contracted Fixed Fee	Total Authorized	Total Unauthorized	Total Fixed Fee Authorized	Total Fixed Fee Unauthorized	Fee Type
43649-PL-001	Agreement	\$ 160,933.00	\$ 14,118.00	\$ 160,933.00	\$ -	\$ 14,118.00	\$ -	Cost Plus FF
43649-PL-001	Agreement	\$ 20,412.00	\$ 326.00	\$ -	\$ 20,412.00	\$ -	\$ 326.00	Cost Plus FF
43649-DS-001	MOD 1	\$ 289,710.00	\$ 16,537.00	\$ 289,710.00	\$ -	\$ 16,537.00	\$ -	Cost Plus FF
43649-DS-001	MOD 1	\$ 33,299.00	\$ 519.00	\$ -	\$ 33,299.00	\$ (1.00)	\$ 520.00	Cost Plus FF
43649-DS-001	MOD 1 NTP	\$ -	\$ -	\$ 24,946.00	\$ (24,946.00)	\$ 77.00	\$ (77.00)	Cost Plus FF
43649-DS-001	MOD 2	\$ 262,792.00	\$ 17,499.00	\$ 262,792.00	\$ -	\$ 17,499.00	\$ -	Cost Plus FF
43649-DS-001	MOD 2	\$ 4,241.00	\$ 30.00	\$ -	\$ 4,241.00	\$ -	\$ 30.00	Cost Plus FF
43649-DS-001	MOD 3	\$ 31,954.00	\$ 7,382.00	\$ 31,954.00	\$ -	\$ 7,382.00	\$ -	Cost Plus FF
43649-DS-001	MOD 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Cost Plus FF
43649-PL-001	MOD 3	\$ -	\$ -	\$ 20,412.00	\$ (20,412.00)	\$ 326.00	\$ (326.00)	Cost Plus FF
43649-DS-001	MOD 3	\$ -	\$ -	\$ 2,614.00	\$ (2,614.00)	\$ 234.00	\$ (234.00)	Cost Plus FF
43649-DS-001	MOD 3	\$ -	\$ -	\$ 1,999.00	\$ (1,999.00)	\$ 179.00	\$ (179.00)	Cost Plus FF
		\$ 803,341.00	\$ 56,411.00	\$ 795,360.00	\$ 7,981.00	\$ 56,351.00	\$ 60.00	

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

The City of Medina  
(Owner)

HNTB Ohio, Inc.  
(HNTB)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mark Becherer

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

West Smith Reconstruction Modification  
 Section 1 (PID 81334) & Section 2 (City)  
 Cost Proposal

Consultant: HNTB Ohio, Inc.  
 Date: July 16, 2014

Personnel Category	Technical Advisor	PM	Sr. Engineer/Planner	Engineer/Planner	Technician	Clerical	Total
Rate per Hour	\$80	\$68	\$54	\$38	\$32	\$29	
Section 1 (PID 81334): 2013 Specification Update	1	4	0	15	4	0	24
Section 1 (PID 81334) M.Z.S. Company driveway/parking lot ROW and roadway plans	2	4	24	24	28	0	82
Section 1 (PID 81334) and Section 2 (City): 404 Pre-Construction Notification	0	8	8	24	0	0	40
Section 1 (PID 81334): Detour Routes	0	2	0	12	10	0	24
Section 2 (City): Detour Routes	2	2	0	12	10	0	26
Section 1 (PID 81334): MOT Phasing Sheets	2	6	0	16	32	0	56
Section 2 (City): MOT Phasing Sheets	2	4	0	16	32	0	54
Section 1 (PID 81334): Storm Sewer Design	2	4	0	8	24	0	38
Section 2 (City): Storm Sewer Design	2	6	0	8	32	0	48
Section 1 (PID 81334): Waterline Design	8	8	8	24	32	0	80
Section 1 (PID 81334): Waterline Revisions (per Stage 3 comment)	8	8	12	24	24	0	76
Section 2 (City): Waterline Design	2	6	8	12	24	0	52
Section 1 (PID 81334): Removal of Exfiltration Trenches from the Plans	0	2	4	8	12	0	26
Management	5	17	0	0	0	30	52
<b>Total Hours</b>	<b>36</b>	<b>81</b>	<b>64</b>	<b>203</b>	<b>264</b>	<b>30</b>	<b>678</b>
Direct Salary Expense	\$2,880	\$5,508	\$3,456	\$7,714	\$8,448	\$870	28,006
Overhead Cost (136.90%)	\$3,943	\$7,540	\$4,731	\$10,560	\$12,222	\$1,259	38,997
Total Labor Costs	\$6,823	\$13,048	\$8,187	\$18,274	\$20,670	\$2,129	67,003
Fee (11%)	\$750	\$1,435	\$901	\$2,010	\$2,274	\$234	7,370
Subconsultant Costs							\$0
HNTB Expenses							\$333
<b>Total Cost</b>							<b>\$74,706</b>
Reallocation of funds from existing tasks							\$22,340
Reallocation of funds from Preliminary Development							\$20,412
New funds needed							\$31,954

\\CLEW00\PM\Work\JOBS\43649\CONTRACTS\UP 3\2014-04-24\43649 2014-07-22 West Smith Mod Fee.xlsx

## INDIRECT COST RATE APPROVAL CERTIFICATE

Company Name:	HNTB Corporation
For Fiscal Year Ended:	12/31/2012

Based on ODOT's audit risk assessment procedures, we have performed a limited inspection of your company's cost submission. We hereby approve use of the following rate(s) on contracts that are partially or fully reimbursed using the Actual Costs Plus a Net Fee (cost-plus) method:

Design Office Overhead:	136.83%
Design Office FCCM:	0.07%
On-Location Services Overhead:	92.87%
On-Location Services FCCM:	0.04%

The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted to the ODOT Office of Audits, within six months after the close of your Company's fiscal year.

Our inspection did not constitute an audit or review; accordingly, we reserve the right to perform a more detailed review or audit, if deemed necessary, in the future. This could involve audit fieldwork to verify the accuracy of the claimed indirect cost rate(s), and/or a project audit, at ODOT's discretion.

*Note: This email is evidence of ODOT's approval of your submitted rate(s). A formal desk inspection certificate will not be issued. Please send a return message to confirm receipt of this email, and thank you for your assistance during this process.*

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### FOR ODOT Use Only

(Complete after approval is sent to company.)

Posted to Master Schedule:	
CSS database updated:	

---

Thanks,

Marc A. Travis  
External Audit Supervisor  
Office of External Audits  
Division of Finance and Forecasting  
Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 2140  
Columbus, Ohio 43223  
614-728-0318  
614-887-4115 (e-fax)  
[Marc.travis@dot.state.oh.us](mailto:Marc.travis@dot.state.oh.us)

**ORDINANCE NO. 150-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FIVE (5) EASEMENTS NECESSARY FOR THE LANCASTER DRIVE DRAINAGE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept five (5) Easements necessary for the Lancaster Drive Drainage Improvements Project, City Job #951A.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970.
- SEC. 4:** That the Easement marked Exhibit C, attached hereto and incorporated herein, is on the property located at 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971.
- SEC. 5:** That the Easement marked Exhibit D, attached hereto and incorporated herein, is on the property located at 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972.
- SEC. 6:** That the Easement marked Exhibit E, attached hereto and incorporated herein, is on the property located at 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064 part of Medina City Lot 3973.
- SEC. 7:** 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. 8:** 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 pay the property owners as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

Ord. 150-14  
Exh. A

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY ONE and 42/100) Dollars (\$161.42) and other good and valuable consideration recited herein given to DONALD D. BRADLEY, JR. and PAMELA S. BRADLEY hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 3969 being now or formerly owned by Donald D. Bradley, Jr. and Pamela S. Bradley and is further bounded and described as follows:

Beginning at the northeast corner of said Medina City Lot 3969 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 08° 57' 52" East a distance of 26.35 feet to a point on the east property line of said Medina City Lot 3969;

Thence South 27° 47' 21" West a distance of 16.08 feet along said east property line to a point;

Thence North 62° 12' 39" West a distance of 77.04 feet to a point;

Thence North 47° 05' 19" West a distance of 3.80 feet to a point on the west property line of said Medina City Lot 3969;

Thence North 27° 47' 21" East along the west property line of said Medina City Lot 3969 a distance of 20.72 feet to a point;

Thence South 47° 05' 19" East a distance of 6.65 feet to a point;

Thence South 62° 12' 39" East a distance of 47.08 feet to a point;

Thence North 27° 47' 21" East a distance of 21.00 feet to a point on the north property line of said Medina City Lot 3969;

Thence South 62° 12' 39" East a distance of 18.80 feet along the north property line of Medina City Lot 3969 to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City, and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 927 Lancaster Drive, Permanent Parcel No. 028-19D-03-060, part of Medina City Lot 3969 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14<sup>th</sup> day of

August, 20 13

Grantor:

Donald D. Bradley, Jr.

Signature: Donald D. Bradley Jr.  
Print Name: Donald D. Bradley Jr.

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 14<sup>th</sup> day of August, 20 13.

Notary Signature: Elizabeth Nakoff  
Print Name: Elizabeth Nakoff  
My Commission Expires: May 22, 2017  
Notary Seal:



IN WITNESS WHEREOF, the undersigned has executed this instrument this 14<sup>th</sup> day of

August, 20 13

Grantor:

Pamela S. Bradley

Signature: Pamela S. Bradley  
Print Name: Pamela S. Bradley

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 14<sup>th</sup> day of August, 20 13.

Notary Signature: Elizabeth Nakoff  
Print Name: Elizabeth Nakoff  
My Commission Expires: May 22, 2017  
Notary Seal:



This instrument was prepared by:

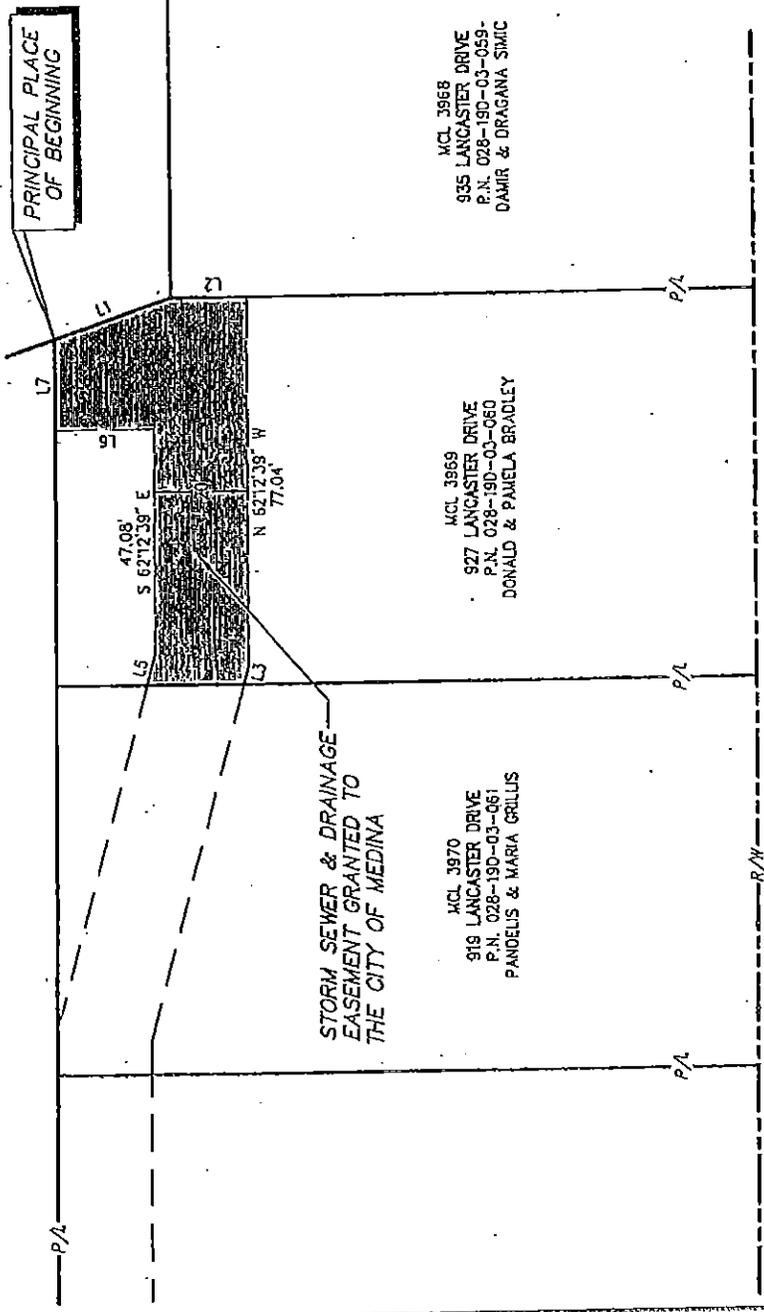
Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44266

# SKETCH OF EASEMENT

Part of Medina City Lot No. 3969  
 Date: August, 2013  
 Owner: Donald & Pamela Bradley  
 Parcel Number: 028-19D-03-060

LINE	LENGTH	BEARING
L1	26.35'	S 08°57'52" E
L2	16.06'	S 27°47'21" W
L3	3.80'	N 47°05'19" W
L4	20.72'	N 27°47'21" E
L5	6.55'	S 47°05'19" E
L6	21.00'	N 27°47'21" E
L7	18.80'	S 62°12'39" E

PRINCIPAL PLACE OF BEGINNING

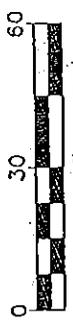
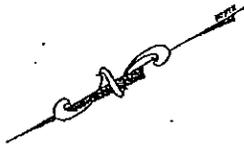


STORM SEWER & DRAINAGE  
 EASEMENT GRANTED TO  
 THE CITY OF MEDINA

MCL 3970  
 919 LANCASTER DRIVE  
 P.N. 028-19D-03-061  
 PANDELUS & MARIA GRULLIS

MCL 3869  
 927 LANCASTER DRIVE  
 P.N. 028-19D-03-060  
 DONALD & PAMELA BRADLEY

MCL 3968  
 935 LANCASTER DRIVE  
 P.N. 028-19D-03-059  
 DAMIR & DRAGANA SIMIC



SCALE: 1" = 30'

NOTE:  
 BEARINGS ARE BASED ON ANY ASSUMED  
 MERIDIAN AND ARE USED TO DENOTE  
 ANGLES ONLY.

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 951A

LANCASTER DRIVE: 60' RW

Ord. 150-14  
Exh. B

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY ONE and 42/100) Dollars (\$161.42) and other good and valuable consideration recited herein given to PANDEUS K. GRILLIS and MARIA A. GRILLIS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 3970 being now or formerly owned by Pandells K. Grills and Maria A. Grills and is further bounded and described as follows:

Beginning at the northwest corner of said Medina City Lot 3970 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 62° 12' 39" East along the north property line of said Medina City Lot 3970 a distance of 9.33 feet to a point;

Thence South 47° 05' 19" East a distance of 73.94 feet to a point on the east property line of said Medina City Lot 3970;

Thence South 27° 47' 21" West along the east property line of said Medina City Lot 3970 a distance of 20.72 feet to a point;

Thence North 47° 05' 19" West a distance of 76.69 feet to a point;

Thence North 62° 12' 39" West a distance of 6.67 feet to a point on the west property line of said Medina City Lot 3970;

Thence North 27° 47' 21" East a distance of 20.00 feet along the west property line of Medina City Lot 3970 to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be

damaged as a result of construction.

3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

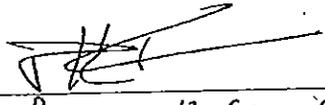
1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed storm sewer to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 919 Lancaster Drive, Permanent Parcel No. 028-19D-03-061, part of Medina City Lot 3970 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16 day of August, 2013.

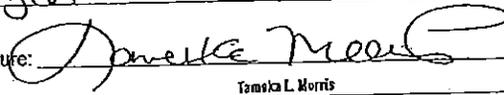
Grantor:  
Pandelis K. Grillis

Signature:   
Print Name: PANDELIS K. GRILLIS

State of Ohio )  
County of Medina) SS:

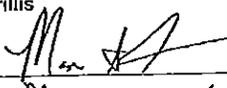
Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Pandelis K. Grillis, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 16 day of August, 2013.

Notary Signature:   
Print Name: Tameka L. Morris  
Resident Medina County  
Notary Public, State of Ohio  
My Commission Expires: 04/24/2018  
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16 day of August, 2013.

Grantor:  
Maria A. Grillis

Signature:   
Print Name: MARIA A. GRILLIS

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 16 day of August, 2013.

Notary Signature:   
Print Name: Tameka L. Morris  
Resident Medina County  
Notary Public, State of Ohio  
My Commission Expires: 04/24/2018  
Notary Seal:

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

# SKETCH OF EASEMENT

Part of Medina City Lot No. 3970  
 Date: August, 2013  
 Owner: Pandelis & Maria Grillis  
 Parcel Number: 028-19D-03-061

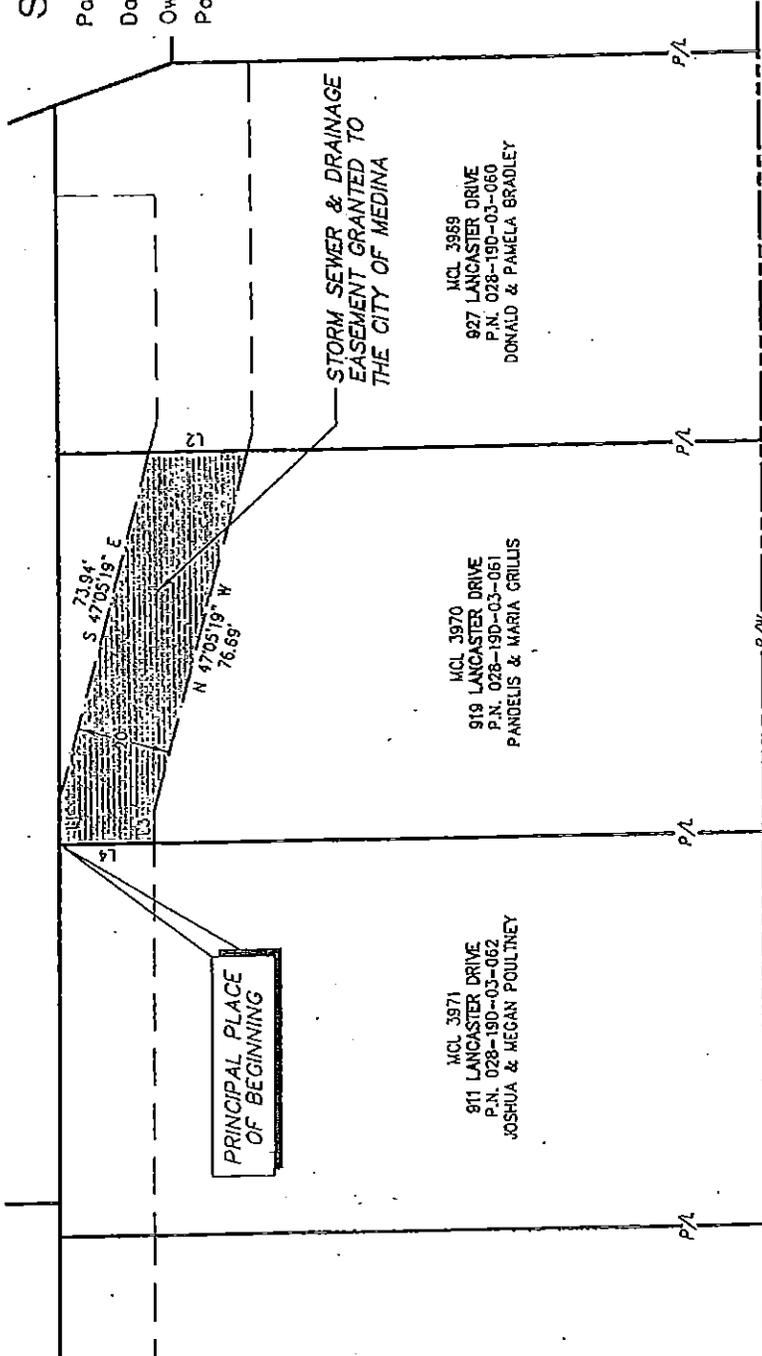
LINE	LENGTH	BEARING
L1	9.33'	S 62°12'39" E
L2	20.72'	S 27°47'21" W
L3	6.67'	N 62°12'39" W
L4	20.00'	N 27°47'21" E



SCALE: 1" = 30'

NOTE:  
 BEARINGS ARE BASED ON AN ASSUMED  
 MERIDIAN AND ARE USED TO DENOTE  
 ANGLES ONLY.

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 951A



LANCASTER DRIVE 60' R/W

Ord. 150-14  
Exh. C

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED SIXTY ONE and 42/100 Dollars (\$161.42) and other good and valuable consideration recited herein given to JOSHUA J. POULTNEY and MEGAN A. POULTNEY hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 3971 being now or formerly owned by Joshua J. Poultney and Megan A. Poultney and is further bounded and described as follows:

Beginning at the northwest corner of said Medina City Lot 3971 and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence South 62° 12' 39" East along the north property line of said Medina City Lot 3971 a distance of 80.71 feet to the northeast corner of said City Lot;

Thence South 27° 47' 21" West along the east property line of said Medina City Lot 3971 a distance of 20.00 feet to a point;

Thence North 62° 12' 39" West a distance of 80.71 feet to a point on the west property line of said Medina City Lot 3971;

Thence North 27° 47' 21" East a distance of 20.00 feet along the west property line of Medina City Lot 3971 to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.

4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way, however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including fences, trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 911 Lancaster Drive, Permanent Parcel No. 028-19D-03-062, part of Medina City Lot 3971 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of August, 2013.

Grantor:  
Joshua J. Poultney

Signature: [Handwritten Signature]  
Print Name: Joshua J. Poultney

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 23 day of August, 2013.

Notary Signature: [Handwritten Signature]  
Print Name: Tamela L. Morris  
My Commission Expires: 06/28/2015  
Notary Seal: Tamela L. Morris, Resident Medina County, Notary Public, State of Ohio, My Commission Expires 06/28/2015

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of August, 2013.

Grantor:  
Megan A. Poultney

Signature: [Handwritten Signature]  
Print Name: Megan A. Poultney

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 23 day of August, 2013.

Notary Signature: [Handwritten Signature]  
Print Name: Tamela L. Morris  
My Commission Expires: 06/28/2015  
Notary Seal: Tamela L. Morris, Resident Medina County, Notary Public, State of Ohio, My Commission Expires 06/28/2015

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

# SKETCH OF EASEMENT

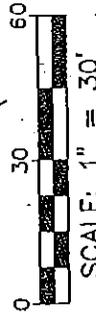
Part of Medina City Lot No. 3971

Date: August, 2013

Owner: Joshua & Megan Poulitney

Parcel Number: 028-190-03-062

LINE	LENGTH	BEARING
L1	20.00'	S 27°47'21" W
L2	20.00'	N 27°47'21" E



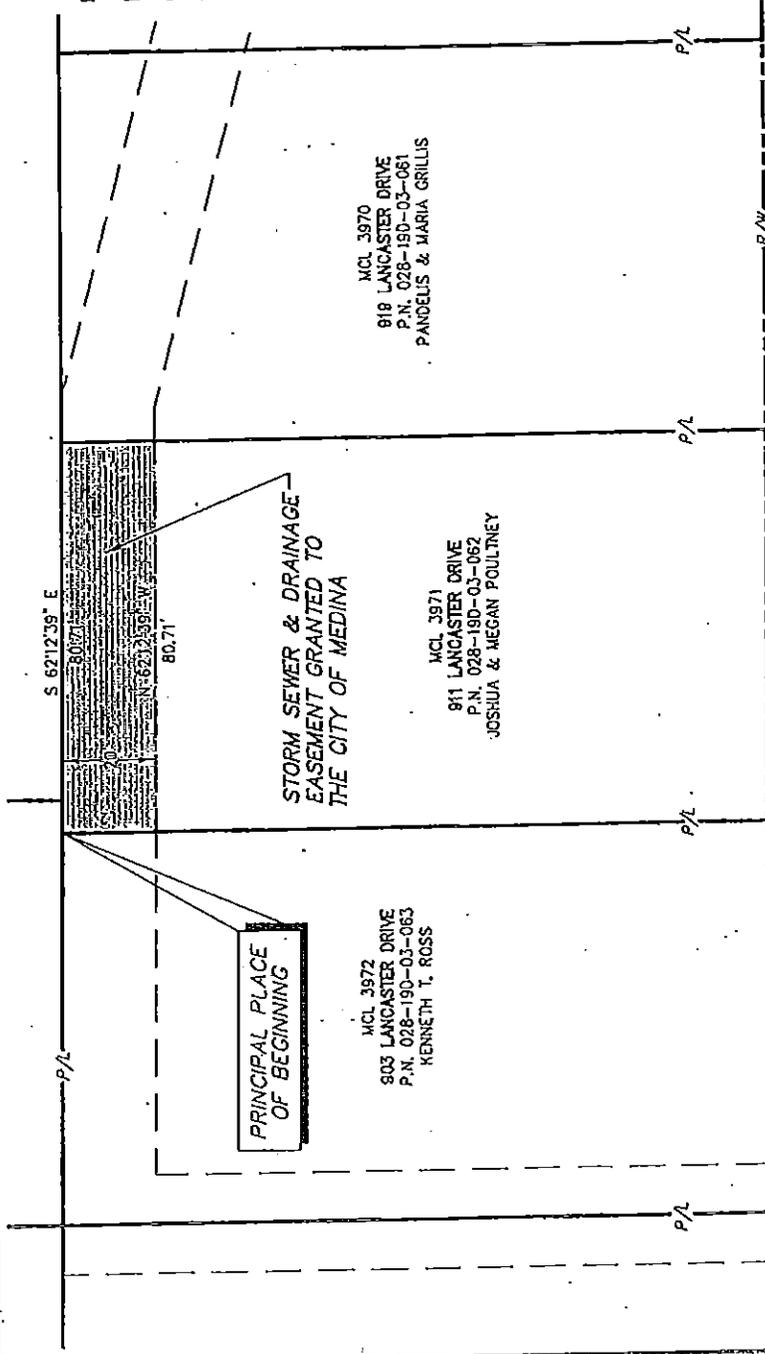
NOTE:  
BEARINGS ARE BASED ON AN ASSUMED  
MERIDIAN AND ARE USED TO DENOTE  
ANGLES ONLY.

CITY OF MEDINA

DEPARTMENT OF ENGINEERING

132 N. ELWOOD AVENUE  
MEDINA, OHIO 44256

CITY JOB No. 951A



LANCASTER DRIVE 60' R/W

Storm Sewer and Drainage Easement

Ord. 150-14  
Exh. D

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of FOUR HUNDRED ONE and 42/100 Dollars (\$401.42) and other good and valuable consideration recited herein given to KENNETH T. ROSS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 3972 being now or formerly owned by Kenneth T. Ross and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 3972, said point also being on the northerly Right of Way of Lancaster Drive, having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence North 27° 47' 21" East a distance of 150.00 feet along the west property line of said Medina City Lot 3972 to the northwest corner of said City Lot;

Thence South 62° 12' 39" East a distance of 80.71 feet along the north property line of said Medina City Lot 3972 to the northeast corner of said City Lot;

Thence South 27° 47' 21" West a distance of 20.00 feet along the east property line of said Medina City Lot 3972;

Thence North 62° 12' 39" West a distance of 70.71 feet to a point;

Thence South 27° 47' 21" West a distance of 130.00 feet to a point on the northerly Right of Way of Lancaster Drive;

Thence North 62° 12' 39" West a distance of 10.00 feet along the north Right of Way of Lancaster Drive to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be

damaged as a result of construction.

3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days; Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 903 Lancaster Drive, Permanent Parcel No. 028-19D-03-063, part of Medina City Lot 3972 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9 day of October, 2013.

Grantor:

Kenneth T. Ross

Signature: Kenneth T. Ross

Print Name: KENNETH T. ROSS

State of Ohio )

County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 9 day of October, 2013

Notary Signature: Jamela J. Morris

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Seal:

Jamela J. Morris  
Resident Medina County  
Notary Public, State of Ohio  
My Commission Expires: 09/28/2015

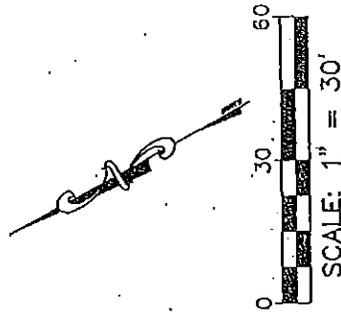
This instrument was prepared by:

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

# SKETCH OF EASEMENT

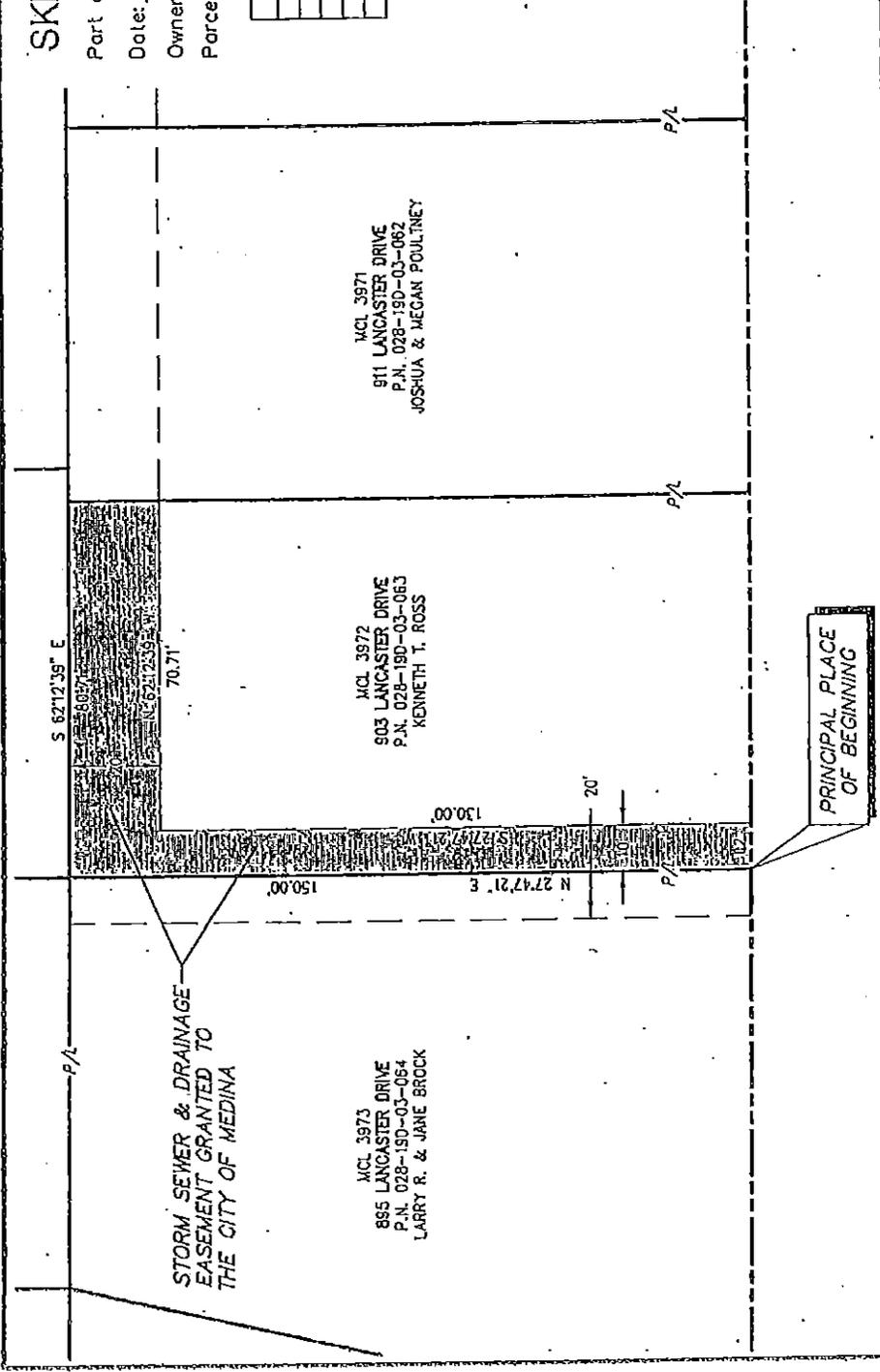
Part of Medina City Lot No. 3972  
 Date: August, 2013  
 Owner: Kenneth T. Ross  
 Parcel Number: 028-190-03-063

LINE TABLE:		
LINE	LENGTH	BEARING
L1	20.00'	S 27°47'21" W
L2	10.00'	N 62°12'39" W



NOTE:  
 BEARINGS ARE BASED ON AN ASSUMED  
 MERIDIAN AND ARE USED TO DERIVE  
 ANGLES ONLY.

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 951A



LANCASTER DRIVE 60' RW

Ord. 150-14  
Exh. E

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (THREE HUNDRED and 00/100) Dollars (\$300.00) and other good and valuable consideration recited herein given to LARRY R. BROCK and JANE ANN BROCK hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 3973 being now or formerly owned by Larry R. Brock and Jane Ann Brock and is further bounded and described as follows:

Beginning at the southeast corner of said Medina City Lot 3973, said point also being on the northerly Right of Way of Lancaster Drive, having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a storm sewer and drainage easement herein described;

Thence North 62° 12' 39" West along said Right of Way a distance of 10.00 feet to a point;

Thence North 27° 47' 21" East a distance of 150.00 feet to a point on the north property line of said Medina City Lot 3973;

Thence South 62° 12' 39" East a distance of 10.00 feet along the north property line of said Medina City Lot 3973 to the northeast corner of said City Lot;

Thence South 27° 47' 21" West a distance of 150.00 feet along the east property line of said Medina City Lot 3973 to the Principal Place of Beginning of the storm sewer and drainage easement hereon described.

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

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.

4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way, however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064, part of Medina City Lot 3973 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including trees, brush and vegetation; to install the proposed storm sewer; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 895 Lancaster Drive, Permanent Parcel No. 028-19D-03-064, part of Medina City Lot 3973 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 14<sup>th</sup> day of September, 2013.

Grantor:  
Larry R. Brock

Signature: [Handwritten Signature]  
Print Name: Larry R. Brock

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 14<sup>th</sup> day of September, 2013

Notary Signature: [Handwritten Signature]  
Print Name: Lisa Horstman  
My Commission Expires: 02/24/2016  
Notary Seal:



LISA HORSTMAN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 2/24/2016

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 16<sup>th</sup> day of August, 2013.

Grantor:  
Jane Ann Brock

Signature: [Handwritten Signature]  
Print Name: Jane Ann Brock

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 16<sup>th</sup> day of August, 2013

Notary Signature: [Handwritten Signature]  
Print Name: Lisa Horstman  
My Commission Expires: 02/24/2016  
Notary Seal:

This instrument was prepared by:  
Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44258



LISA HORSTMAN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 2/24/2016

# SKETCH OF EASEMENT

Part of Medina City Lot No. 3973

Date: August, 2013

Owner: Larry Brock & Jane Brock

Parcel Number: 028-19D-03-064

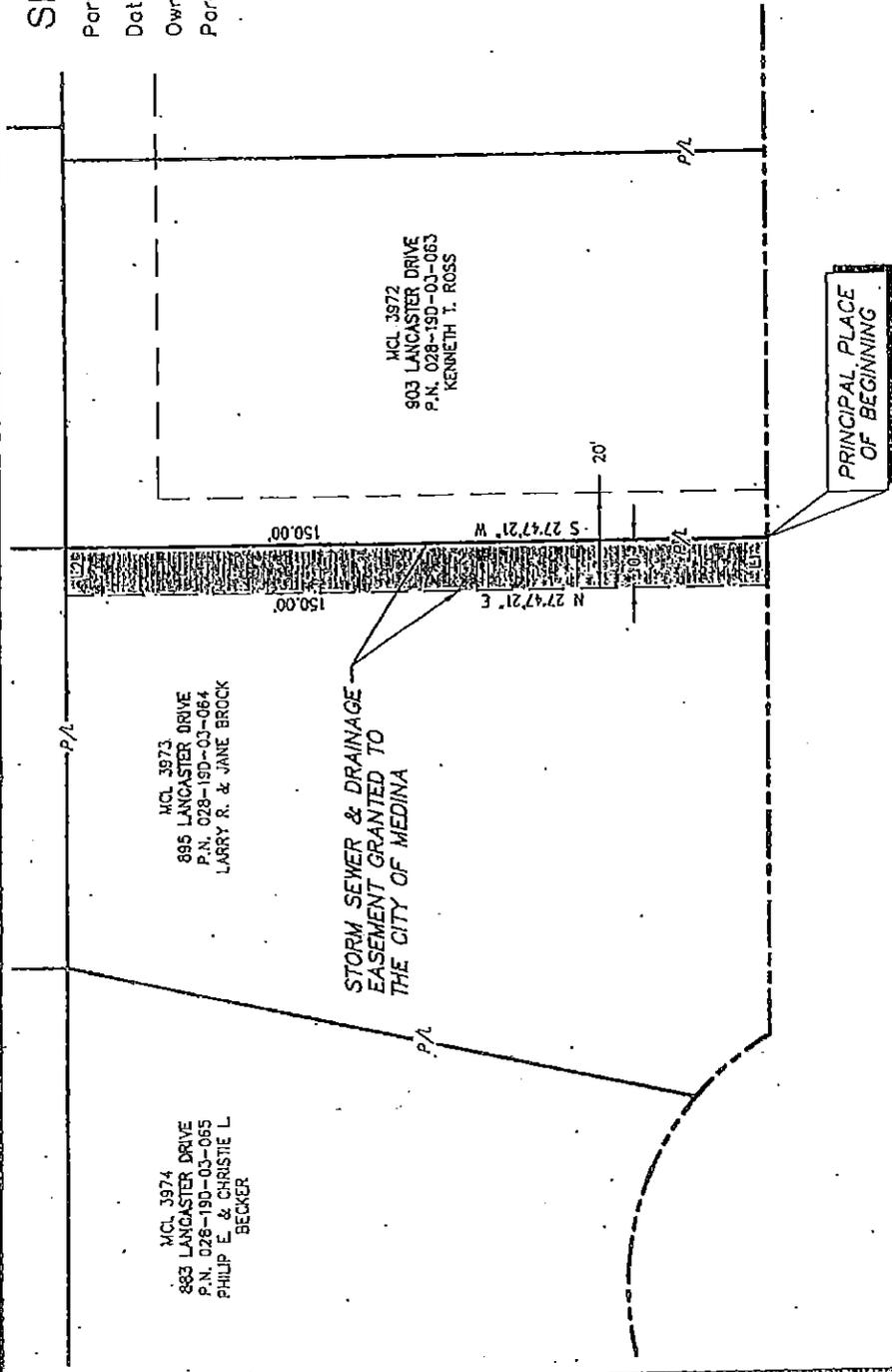
LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N 62°12'39" W
L2	10.00'	S 62°12'39" E



SCALE: 1" = 30'

NOTE:  
BEARINGS ARE BASED ON AN ASSUMED  
MERIDIAN AND ARE USED TO DENOTE  
ANGLES ONLY.

CITY OF MEDINA  
DEPARTMENT OF ENGINEERING  
132 N. ELMWOOD AVENUE  
MEDINA, OHIO 44256  
CITY JOB No. 951A



PRINCIPAL PLACE OF BEGINNING

LANCASTER DRIVE 60' R/W

**ORDINANCE NO. 151-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT  
FOUR (4) EASEMENTS NECESSARY FOR THE  
WADSWORTH ROAD WATER MAIN PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept four (4) Easements necessary for the Wadsworth Road Water Main Project, City Job #955.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-166, part of Medina City Lot 1709.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-295, part of Medina City Lot 1711.
- SEC. 4:** That the Easement marked Exhibit C, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-296, part of Medina City Lot 1712.
- SEC. 5:** That the Easement marked Exhibit D, attached hereto and incorporated herein, is on Permanent Parcel No. 028-19D-05-297 part of Medina City Lot 1713.
- SEC. 6:** 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. 7:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

Ord. 151-14  
Exh. A

Water Main Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED THIRTY and 46/100 Dollars (\$230.46) and other good and valuable consideration recited herein given to ANNE MARIE MILLS and MARINA MILLS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1709 being now or formerly owned by the Anne Marie Mills and Marina Mills and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1709, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence North 34° 58' 48" West, along the east Right of Way line of said Wadsworth Road (S.R. 57), a distance of 90.00 feet to a point;

Thence, continuing along the east Right of Way line of said Wadsworth Road (S.R. 57), along the arc of a curve to the right, said curve has a radius of 30.00 feet, a delta of 48° 11' 23", a chord length of 24.49 feet, a chord bearing of North 10° 53' 07" West, and an arc length of 25.23 feet to a point, said point also being the PRINCIPAL PLACE OF BEGINNING of the water main easement herein described;

Thence South 34° 58' 48" East a distance of 112.36 feet to a point on the south property line of said Medina City Lot 1709;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1709, a distance of 10.00 feet to the Principal Place of Beginning of the water main easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19D-05-166, part of Medina City Lot 1709 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to install the proposed water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19D-05-166, part of Medina City Lot 1709 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12 day of

August, 2014.

Grantor:

Ann Marie Mills

Signature: Ann Marie Mills

Print Name: Ann Marie Mills

State of Ohio )

County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 12 August, 2014.



Notary Signature: Sandra V. Ganley

Print Name: SANDRA V. GANLEY

My Commission Expires: 12-7-2014

Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12 day of

August, 2014.

Grantor:

Marina Mills

Signature: Marina Mills

Print Name: Marina Mills

State of Ohio )

County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 12 August, 2014.



Notary Signature: Sandra V. Ganley

Print Name: SANDRA V. GANLEY

My Commission Expires: 12-7-2014

Notary Seal:

This instrument was prepared by:

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

SHAKER DRIVE  
60' R/W

C-1  
R= 30.00'  
L= 25.23'  
T= 13.42'  
DELTA= 48°11'23"

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W

# SKETCH OF EASEMENT

Part of Medino City Lot Nos. 1709

Date: April, 2014

Owner: ANN MARIE & MARINA MILLS

Parcel Number: 028-19D-05-166

10' WIDE WATER MAIN  
EASEMENT GRANTED TO  
THE CITY OF MEDINA

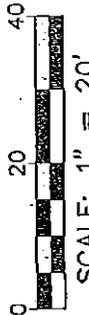
MCL 1709  
P.N. 028-19D-05-166  
900 WADSWORTH RD.  
ANN MARIE & MARINA MILLS

MCL 1710  
910 WADSWORTH RD.  
IAN A. & MARGARET H.  
STEFFEN

S 34°58'48" E  
112.36'  
90.00'  
N 34°58'48" W

PRINCIPAL PLACE  
OF BEGINNING

S 34°58'48" E



NOTE:  
BEARINGS ARE BASED ON AN ASSUMED  
MERIDIAN AND ARE USED TO DENOTE  
ANGLES ONLY.

CITY OF MEDINA

DEPARTMENT OF ENGINEERING

132 N. ELMWOOD AVENUE  
MEDINA, OHIO 44256

CITY JOB No. 955.

WADSWORTH ROAD  
(S.R. 57) 60' R/W

R/W

P/L

R/W

P/L

Water Main Easement

Ord. 151-14  
Exh. B

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of (ONE HUNDRED SIXTY and 00/100) Dollars (~~\$160.00~~) and other good and valuable consideration recited herein given to RONALD E. PEACOCK and KATHY PEACOCK hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1711 being now or formerly owned by the Ronald E. Peacock and Kathy Peacock and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1711, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1711;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1711, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1711;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1711, a distance of 10.00 feet to the Principal Place of Beginning of the water main easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19D-05-295, part of Medina City Lot 1711 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19D-05-295, part of Medina City Lot 1711 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5<sup>th</sup> day of August, 2014.

Grantor:  
Ronald E. Peacock

Signature: Ronald E. Peacock  
Print Name: Ronald Peacock

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 5<sup>th</sup> day of August, 2014.



Notary Signature: Stephanie Noethen  
Print Name: Stephanie Noethen  
My Commission Expires: Dec. 7, 2016  
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5<sup>th</sup> day of August, 2014.

Grantor:  
Kathy Peacock

Signature: Kathy Peacock  
Print Name: Kathy Peacock

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 5<sup>th</sup> day of August, 2014.



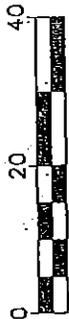
Notary Signature: Stephanie Noethen  
Print Name: Stephanie Noethen  
My Commission Expires: Dec 7, 2016  
Notary Seal:

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

# SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1711  
 Date: April, 2014  
 Owner: RONALD & KATHY PEACOCK  
 Parcel Number: 028-190-05-295

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W
L2	10.00'	N 55°01'12" E



SCALE: 1" = 20'

NOTE:  
 BEARINGS ARE BASED ON AN ASSUMED  
 MERIDIAN AND ARE USED TO DENOTE  
 ANGLES ONLY.

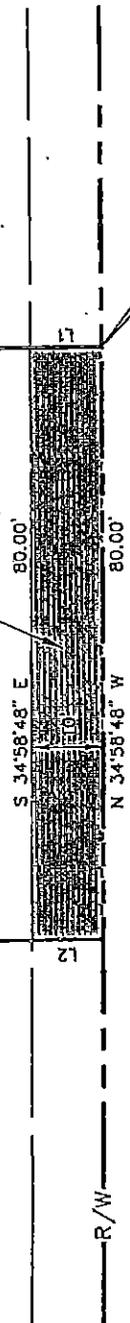
CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 955

MCL 1681  
 P.N. 028-190-05-294  
 880 WADSWORTH RD.  
 ROBERT L. & DONNA K.  
 CURTICE

MCL 1711  
 P.N. 028-190-05-295  
 880 WADSWORTH RD.  
 RONALD E. & KATHY PEACOCK

10' WIDE WATER MAIN  
 EASEMENT GRANTED TO  
 THE CITY OF MEDINA

MCL 1712  
 P.N. 028-190-05-296  
 870 WADSWORTH RD.  
 DAVID ALLEN ADAIR



PRINCIPAL PLACE  
 OF BEGINNING

WADSWORTH ROAD  
 (S.R. 57) 60' R/W

P/L

P/L

R/W

R/W

P/L

P/L

Water Main Easement

Ord. 151-14  
Exh. C

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE HUNDRED SIXTY and 00/100) Dollars (\$160.00) and other good and valuable consideration recited herein given to DAVID ALLEN ADAIR hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1712 being now or formerly owned by the David Allen Adair and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1712, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1712;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1712, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1712;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1712, a distance of 10.00 feet to the Principal Place of Beginning of the water main easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19D-05-296, part of Medina City Lot 1712 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19D-05-296, part of Medina City Lot 1712 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 4 day of August, 2014

Grantor: David Allen Adair

Signature: David Allen Adair

Print Name: David Allen Adair

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 4th day of August, 2014

Notary Signature: Pamela S. McCourt

Print Name: Pamela S. McCourt

My Commission Expires: April 28, 2016

Notary Seal:  
PAMELA S. MCCOURT  
NOTARY PUBLIC - STATE OF OHIO  
Recorded In Medina County  
My commission expires April 28, 2016

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

# SKETCH OF EASEMENT

Part of Medina City Lot Nos. 1712  
 Date: April, 2014  
 Owner: DAVID ALLEN ADAIR  
 Parcel Number: 028-19D-05-296

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W
L2	10.00'	N 55°01'12" E

MCL 1711  
 P.N. 028-19D-05-295  
 880 WADSWORTH RD.  
 RONALD & KATHY PEACOCK

MCL 1712  
 P.N. 028-19D-05-296  
 870 WADSWORTH RD.  
 DAVID ALLEN ADAIR

10' WIDE WATER MAIN  
 EASEMENT GRANTED TO  
 THE CITY OF MEDINA

MCL 1713  
 P.N. 028-19D-05-297  
 880 WADSWORTH RD.  
 JACK D. & CHRISTINE M.  
 BRONSON

S 34°58'48" E 80.00'  
 N 34°58'48" W 80.00'

PRINCIPAL PLACE  
 OF BEGINNING

S 34°58'48" E

WADSWORTH ROAD  
 (S.R. 57) 60' R/W



SCALE: 1" = 20'

NOTE:  
 BEARINGS ARE BASED ON AN ASSUMED  
 MERIDIAN AND ARE USED TO DENOTE  
 ANGLES ONLY.

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELMWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB No. 955

Water Main Easement

Ord. 151-14  
Exh. D

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of ONE HUNDRED SIXTY and 00/100 Dollars (\$160.00) and other good and valuable consideration recited herein given to JACK D. BRONSON and CHRISTINE M. BRONSON hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of Medina City Lot 1713 being now or formerly owned by the Jack D. Bronson and Christine M. Bronson and is further bounded and described as follows:

Beginning at the southwest corner of said Medina City Lot 1713, said point also being on the easterly Right of Way of Wadsworth Road (S.R. 57), having a Right of Way width of 60.00 feet, and being the Principal Place of Beginning of a water main easement herein described;

Thence continuing along the east right of way line of said Wadsworth Road North 34° 58' 48" West a distance of 80.00 feet to a point; said point also being the north west corner of said Medina City Lot 1713;

Thence North 55° 01' 12" East, along the north property line of said Medina City Lot 1713, a distance of 10.00 feet to a point;

Thence South 34° 58' 48" East a distance of 80.00 feet to a point on the south property line of said Medina City Lot 1713;

Thence South 55° 01' 12" West, along the south property line of said Medina City Lot 1713, a distance of 10.00 feet to the Principal Place of Beginning of the water main easement hereon described.

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19D-05-297, part of Medina City Lot 1713 with the necessary equipment to remove any obstructions as necessary to allow for the proposed water main installation including brush, vegetation, and landscaping; to remove and replace the concrete driveway as necessary for the installation of the proposed water main; to install the proposed water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19D-05-297, part of Medina City Lot 1713 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of August, 2014.

Grantor:  
Jack D. Bronson

Signature: [Handwritten Signature]  
Print Name: JACK D. BRONSON

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 15th day of August, 2014.

Notary Signature: [Handwritten Signature]  
Print Name: AMY H. WEBMER  
My Commission Expires: AMY H WEBMER, Notary Public  
Notary Seal: In and for the State of Ohio  
My Commission Expires May 31, 2017

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of August, 2014.

Grantor:  
Christine M. Bronson

Signature: [Handwritten Signature]  
Print Name: CHRISTINE M. BRONSON

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 15th day of August, 2014.

Notary Signature: [Handwritten Signature]  
Print Name: AMY H. WEBMER  
My Commission Expires: AMY H WEBMER, Notary Public  
Notary Seal: In and for the State of Ohio  
My Commission Expires May 31, 2017

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

MCL 1714  
 P.N. 028-19D-05-298  
 850 WADSWORTH RD.  
 DEBRA L. VARGO

MCL 1713  
 P.N. 028-19D-05-297  
 860 WADSWORTH RD.  
 JACK D. & CHRISTINE M.  
 BRONSON

MCL 1712  
 P.N. 028-19D-05-296  
 870 WADSWORTH RD.  
 DAVID ALLEN ADAIR

10' WIDE WATER MAIN  
 EASEMENT GRANTED TO  
 THE CITY OF MEDINA

PRINCIPAL PLACE  
 OF BEGINNING

### SKETCH OF EASEMENT

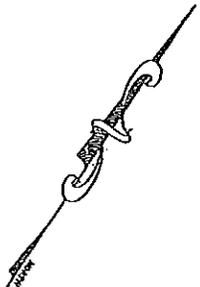
Part of Medina City Lot Nos. 1713

Date: April, 2014

Owner: Jack D. & Christine M. Bronson

Parcel Number: 028-19D-05-297

LINE	LENGTH	BEARING
L1	10.00'	S 55°01'12" W
L2	10.00'	N 55°01'12" E



SCALE: 1" = 20'

NOTE:  
 BEARINGS ARE BASED ON AN ASSUMED  
 MERIDIAN AND ARE USED TO DENOTE  
 ANGLES ONLY.

WADSWORTH ROAD  
 (S.R. 57) 60' R/W

CITY OF MEDINA  
 DEPARTMENT OF ENGINEERING  
 132 N. ELWOOD AVENUE  
 MEDINA, OHIO 44256  
 CITY JOB NO. 955

**ORDINANCE NO. 152-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT ONE (1) EASEMENT NECESSARY FOR THE FOREST MEADOWS DRAINAGE IMPROVEMENTS PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept one (1) Easement necessary for the Forest Meadows Drainage Improvement Project, City Job #938.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is located at 836 Wildwood Court, Permanent Parcel No. 028-19B-11-055, part of Medina City Lot 4094.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

Ord. 152-14  
EXH. A

## Storm Sewer and Drainage Easement

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (FIVE HUNDRED FIFTY-TWO and 52/100) Dollars (\$552.52) and other good and valuable consideration recited herein given to BENJAMIN A. PFAHL and TRACY E. PFAHL hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being part of City Lot 4094 conveyed to Benjamin A. and Tracy E. Pfahl in Document No. 2001OR046718 of Medina County Recorder's Records dated 12/21/01 further bounded and described as follows:

Beginning at the northeast corner of said City Lot 4094 as recorded in Forest Meadows Subdivision Phase X in Plat Volume 18, Page 223 of Medina County Recorder's Plat Records, said point being in the south right-of-way of Wildwood Court (60 feet wide) and the principal place of beginning of the easement described herein;

Thence S 18° 01' 09" E, 168.21 feet along the east line of said City Lot 4094 to a point;

Thence S 58° 56' 43" W, 108.05 feet to a point in the south line of said City Lot 4094;

Thence S 61° 53' 15" W, 5.02 feet along the south line of said City Lot 4094 to the southwest corner thereof;

Thence N 18° 01' 09" W, 20.26 feet along the west line of said City Lot 4094 to a point;

Thence N 58° 56' 43" E, 95.64 feet to a point;

Thence N 10° 40' 39" W, 55.01 feet to a point;

Thence N 18° 01' 09" W, 97.06 feet to a point in the north line of said City Lot 4094 and the south right-of-way of said Wildwood Court;

Thence N 71° 58' 51" E, 10.00 feet along the north line of said City Lot 4094 and the south right-of-way of said Wildwood Court to the principal place of beginning.;

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.

3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. In addition to the trees to be removed in order to allow for installation of the proposed storm sewer, Grantee will remove two (2) additional trees selected by the Grantor.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way, however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 836 Wildwood Court; Permanent Parcel Nos. 028-19B-11-055, part of Medina City Lot 4094 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer installation including brush, vegetation, trees and existing storm sewer; to install the proposed storm sewer and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 836 Wildwood Court; Permanent Parcel Nos. 028-19B-11-055, part of Medina City Lot 4094 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18 day of July, 2014.

Grantor:  
Benjamin A. Pfahl

Signature: [Handwritten Signature]  
Print Name: Benjamin A. Pfahl

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of July, 2014.

Notary Signature: [Handwritten Signature]  
Print Name: Kimberly A. Walter  
My Commission Expires: KIMBERLY A. WALTER  
Notary Seal: Notary Public - State of Ohio  
My Commission Expires Aug. 3, 2018

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18<sup>th</sup> day of July, 2014.

Grantor:  
Tracy E. Pfahl

Signature: [Handwritten Signature]  
Print Name: Tracy E. Pfahl

State of Ohio )  
County of Medina) SS:

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

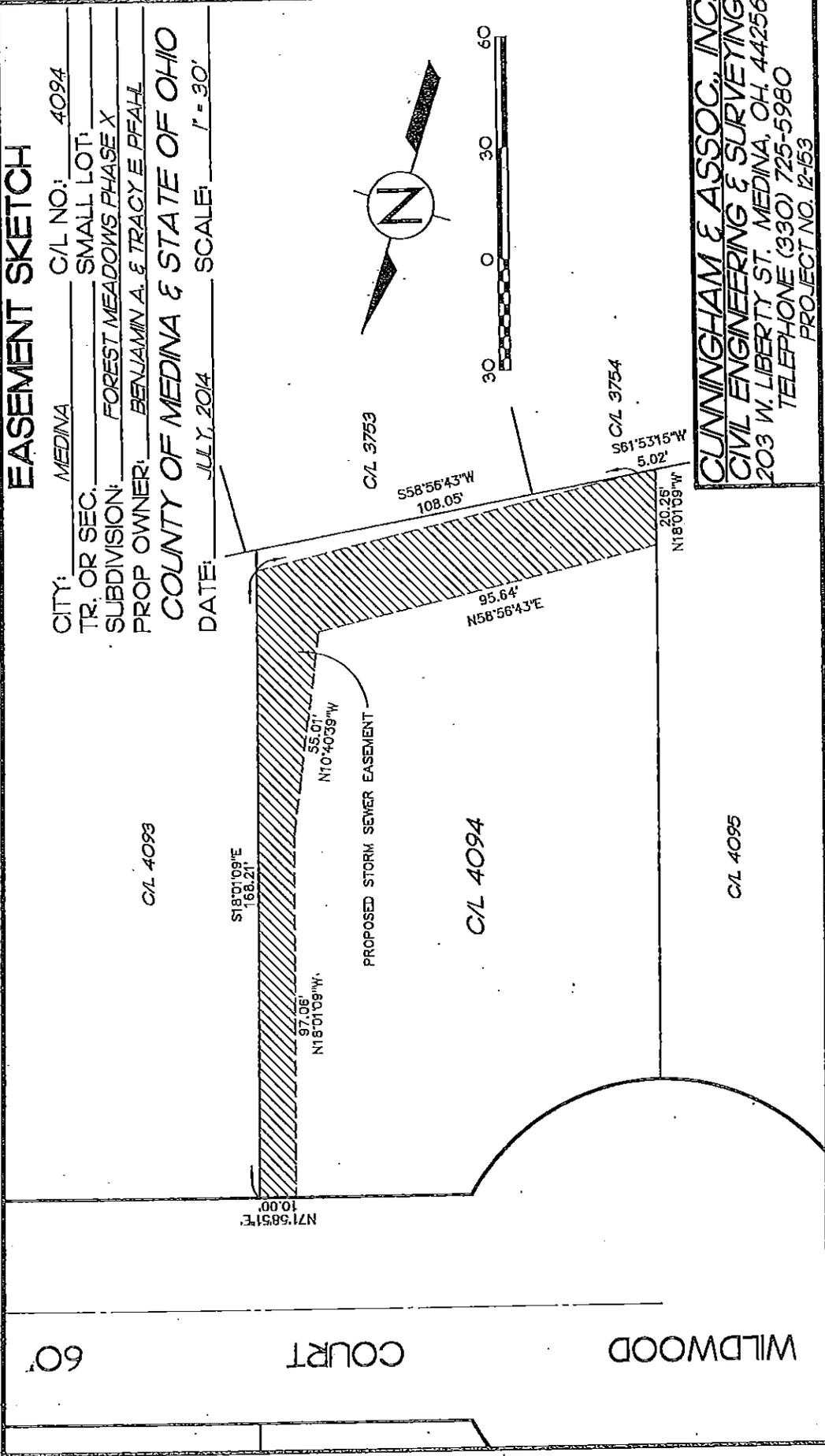
In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of July, 2014.

Notary Signature: [Handwritten Signature]  
Print Name: Kimberly A. Walter  
My Commission Expires: KIMBERLY A. WALTER  
Notary Seal: Notary Public - State of Ohio  
My Commission Expires Aug. 3, 2018

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

# EASEMENT SKETCH

CITY: MEDINA C/L NO: 4094  
 TR, OR SEC: SMALL LOT  
 SUBDIVISION: FOREST MEADOWS PHASE X  
 PROP OWNER: BENJAMIN A. & TRACY E PFAHL  
**COUNTY OF MEDINA & STATE OF OHIO**  
 DATE: JULY, 2014 SCALE: 1" = 30'



**CUNNINGHAM & ASSOC., INC.**  
**CIVIL ENGINEERING & SURVEYING**  
 203 W. LIBERTY ST. MEDINA, OH. 44256  
 TELEPHONE (330) 725-5980  
 PROJECT NO. 12-153

60' WILDWOOD COURT

**ORDINANCE NO. 153-14**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) SMEAL FIRE PUMPER WITH AERIAL DEVICE MOUNTED ON CUSTOM SIRIUS CHASSIS FROM SMEAL FIRE APPARATUS CO. FOR THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** In accordance with H.B. 204, political subdivision are allowed to purchase supplies and services outside of a Department of Administrative Services purchase contract and without complying with competitive selection procedures if the purchase can be made at a lower price than is available through such a contract; and

**WHEREAS:** Sufficient information has been presented to City Council from the Fire department verifying that the conditions for making the purchase outside of a Department of Administrative Services purchase contract and without complying with competitive selection procedures have been satisfied; and

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

**SEC. 1:** That the purchase of one (1) Smeal Fire Pumper with Aerial Device mounted on custom Sirius Chassis from Smeal Fire Apparatus Co. is hereby authorized for the Fire Department in accordance with H.B. 204.

**SEC. 2:** That the funds to cover this purchase, in the amount of \$625,000.00, are available in Account No. 307-0110-54417.

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason construction needs to begin immediately to have it built in time for the equipment show; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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



SMEAL FIRE APPARATUS CO.  
610 WEST 4TH ST. - P.O. BOX 8  
SRYOER, NEBRASKA 68664

WE BUILD RESPECT.

ORD. 153-14

PROPOSAL FOR FIRE APPARATUS

DATE: July 29, 2014

TO: Medina City of  
Department of Fire  
132 N. Elmwood  
Medina, OH 44256

Dear Sirs:

We hereby propose and agree to furnish the following apparatus and equipment based on the terms and conditions of Ohio STS618 contract number #800319:

One Smeal Custom Pumper w/Aerial Device Mounted  
On Custom Sirius Chassis

For the sum of:

Six Hundred Twenty-Five Thousand

Dollars \$625,000.00

Payment Terms: Net Upon Delivery of Unit to Medina.

Chassis Prepay at Time of Delivery to Smeal in the Amount of \$214,275.00

Respectfully submitted,  
proposal:

We agree to accept the above

SMEAL FIRE APPARATUS CO.

Steven W. Spath, Sales Rep.

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

Date: 7 / 29 / 14

Date: / /



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800319

EFFECTIVE DATES: 10/18/2013 TO 09/30/2018

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the State Term Schedule may be directed to:

Rob Rounds  
rob.rounds@das.state.oh.us

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

**Smeal Fire Apparatus Co.**

**STATE TERM SCHEDULE**

Index No: STS233  
Eff. Date: 10/18/2013

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

**CONTRACTOR, PRICES, TERM SCHEDULE, ETC.**

**Send Purchase Orders To:**

**Remit To:**

**OAKS Contract ID:**

0000167982  
Smeal Fire Apparatus Co.  
610 W. 4th Street  
P.O. Box 8  
Snyder, NE 68664

Same

800319

**Contractor Contacts:**

Mr. Kevin Fendrick  
Mr. Jeff Wegner

402-568-2981  
402-568-2909

Fax:402-568-2346 Sales Contact  
Fax:402-568-2346 Sales Contact

kevinf@smeal.com  
wegner@smeal.com

**Delivery:**

330-365 Days A.R.O. - F.O.B. Destination

**Terms:**

Net 30 Days

**Basic Order Limitations** (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: 1 Unit

Maximum: An additional .5% on orders of three (3) or more identical units.

**APPROVED PRODUCTS/SERVICES:** Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

**MANDATORY USE CONTRACTS:** All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

**EXCLUDED ITEMS:** (State Agencies Only) In accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

**SPECIAL NOTE:** The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

**NOTICE TO CONTRACTOR/VENDOR:** It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

**UNSPSC CODES (OAKS Category ID) and Item Descriptions:**

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

**NOTES:**

Delivery:  
Pumpers 240-300 days  
Aerials/Platforms 300-360 days

Dealer Index

**Dealer Name & Address**

0000214592  
Dill's Fire & Safety Equipment Co Inc.  
400 Sand Street  
Ravenswood, WV 26164

**Remit to:**  
Same

**OAKS Contract ID**  
800319-2

**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Tony Johnson	304-273-5308	304-273-3463	tsjohnson@zoomnet.net

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**Dealer Name & Address**

0000068305  
Fire Safety Services, Inc.  
6228 Township Road 95  
Huntsville, OH 43324

**Remit to:**  
0000068305  
Fire Safety Services, Inc.  
6228 Township Road 95  
Huntsville, OH 43324

**OAKS Contract ID**  
800319-1



**Dealer's Contact:**

Name	Phone	Fax	Email Address
Mr. Steve Spalh	937-686-2000	937-686-6425	stwspath@fssohio.com

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**RESOLUTION NO. 154-14**

**A RESOLUTION SUPPORTING THE REROUTING OF THE BUCKEYE TRAIL THROUGH THE CITY OF MEDINA.**

**WHEREAS:** The Buckeye Trail was founded in 1959, is the first and only long distance hiking trail located entirely within Ohio, and traverses 1,400 miles over 40 of Ohio's 88 counties; and

**WHEREAS:** The Mayor of the City of Medina and Medina City Council recommend that the City support the rerouting of the Buckeye Trail through the City of Medina; and

**WHEREAS:** The trail is designated with blue blazes (2"x6") paintings on utility poles or stickers affixed to posts along sidewalks, berms, and woodlands throughout Ohio; and

**WHEREAS:** The proposed route will go from Abbeyville Road down State Route 18 east to the Square, through the Square and connect to the Champion Creek Multi-Purpose Trail, then it will travel north on Guilford Boulevard and then down State Route 18 to Lake Medina; and

**WHEREAS:** The Mayor and Medina City Council desire to offer their support for the rerouting of the Buckeye Trail through the City of Medina, potentially leading to the City of Medina being designated a "Buckeye Trail Town".

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

**SEC. 1:** That Medina City Council and the Mayor, as duly elected public officials and current office holders for the City of Medina, hereby support the rerouting of the Buckeye Trail through the City of Medina.

**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 Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**ORDINANCE NO. 155-14**

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

**SEC. 1:** That the Finance Director is hereby authorized to make the following fund transfers:

- \$100,000.00 from electric aggregation funds maintained in the General Fund (#001) to the General Purpose Capital Fund (#301) for the Public Restroom Project.

**SEC. 2:** That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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

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

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

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

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

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

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

## ORDINANCE NO. 156-14

AN ORDINANCE AMENDING ORDINANCE NO. 208-13,  
PASSED DECEMBER 9, 2013. (Amendments to 2014 Budget)

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

SEC. 1: That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
301-0707-54412 (Public Restrooms)	100,000.00 *
301-0210-54411 (Spring Grove Cemetery Project)	235,550.00
301-0210-54412 (Spring Grove Cemetery Project)	363,500.00
388-0714-53315 (Misc. IT Projects)	110,000.00 *
301-0454-52215 (Champion Creek Restoration)	72,925.00 *
301-0717-54412 (Donation – Engine House Museum)	2,000.00 *

SEC. 2: That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
104-0301-54411 (Spring Grove Cemetery Project)	40,000.00
104-0309-53313 (Spring Grove Cemetery Project)	20,000.00
104-0309-54412 (Spring Grove Cemetery Project)	15,000.00
001-0210-50111 (Spring Grove Cemetery Project)	27,000.00
001-0210-51121 (Spring Grove Cemetery Project)	13,000.00
001-0210-52212 (Spring Grove Cemetery Project)	10,000.00
001-0420-50111 (Spring Grove Cemetery Project)	5,000.00
001-0420-51121 (Spring Grove Cemetery Project)	2,000.00
001-0420-52213 (Spring Grove Cemetery Project)	3,000.00

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.

\* - new appropriation

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**