

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

May 9, 2016
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (April 25, 2016)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new D2 and D3 permit to Medina Oriole Steakhouse Inc. dba Medina Steakhouse & Saloon & Porch & Patio, 538 W. Liberty St. Medina.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 60-16

An Ordinance amending Ordinance No. 23-16, passed February 8, 2016 authorizing the payment of \$26,175.00 to Jenmet Construction LLC for the Private Home Rehabilitation at 3556 Jerrold Blvd., Brunswick as part of the PY14 CHIP Grant Program.

(emergency clause requested)

Ord. 61-16

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2016 Concrete Street Repair Program.

Ord. 62-16

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the West Smith Road Reconstruction Project.

Ord. 63-16

An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending the following sections of Part 11 – Planning and Zoning Code, Sections 1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c), 1147.14(f), 1113.05(m), and 1153.04(a).

Ord. 64-16

An Ordinance amending Ordinance No. 12-15, passed January 26, 2015, relative to the Lease Agreement with the Friends of the Cemetery, for the use of the Amos Mears Memorial Building at Spring Grove Cemetery.
(emergency clause requested)

Res. 65-16

A Resolution accepting the donation of proceeds raised by the sale of pavers at Bicentennial Commons, and to credit the funds to go towards the 2018 Bicentennial Celebration.

Res. 66-16

A Resolution supporting the application by the Ohio Department of Transportation (ODOT) District 3 to the Ohio Transportation Review Advisory Council (TRAC) for funding for the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships.
(emergency clause requested)

Council comments.

Adjournment.

Opening:

Medina City Council met in regular, open session on Monday, April 25th, 2016. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Public Hearing:

To consider various text amendments to the following sections of the Planning and Zoning Code of the codified ordinances of the City of Medina, Ohio:

1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c),
1147.14(f), 1113.05(m), and 1153.04(a)

Mr. Mendel stated this is a result of the Planning Commission recommendation from their January 14th 2016 meeting where they recommended the changes outlined. This group of text amendments are really just kind of housekeeping items such as spelling corrections, missed terms that don't have any underlying process or references to zoning districts that we haven't had for 20 years.

No one spoke against the amendments.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on April 11th, 2016, as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yeas of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Reports of Standing Committees:

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

Health, Safety & Sanitation Committee: Mr. Kolesar stated at the last meeting they had representation from various agencies including the Police Dept. in reference to the heroin and opiate abuse in our community and in the county. Raising awareness was a topic and disposal of old medication and he asked the community if they have old medication out there and want to dispose of it properly, go to the Medina County Drug Abuse Commission or their website which is www.MCDAC.com to find several locations of where you can dispose of them. If you have any suspicion or any idea that this type of abuse is going on, reach out to the Police Department or contact one of your Councilmen.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

Streets & Sidewalks Committee: Mr. Simpson held a meeting last week with good discussions.

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

Emerging Technologies Committee: Mr. Rose had no report, scheduling a meeting in early May.

Requests for Council Action:

Finance Committee

- 16-062-4/25 – Request for TRAC Funding for SR 18 Corridor Improvement Project
- 16-063-4/25 – PY16 CHIP Grant Partnership Agreement & CT Consultant Agreement
- 16-064-4/25 – Amend CCF/Medina Hospital & MRCR Health & Fitness Agreement
- 16-065-4/25 – Change Order – PY14 CHIP – 3556 Jerrold Blvd. Brunswick
- 16-066-4/25 – Copier Purchase
- 16-067-4/25 – Bids, West Smith Rd. Reconstruction
- 16-068-4/25 – Bids, 2016 Concrete Street Repair
- 16-069-4/25 – Amend. Ord. 12-15 – Friends of Cemetery Lease Agreement
- 16-070-4/25 – Construct 6 foot wide sidewalk along Ryan Road
- 16-071-4/25 – Amending P&Z Code, various text amendments
- 16-072-4/25 – Expenditure Over \$15,000 – Commercial Fitness Solutions – MCRC
- 16-073-4/25 – Bicentennial Pavers

Dennis Hanwell, Mayor, reported the following:

- 1) **Working America Canvassing in City-** Legislative/political advocacy as well as educational canvassing of residential areas in city starting in January & going through election cycle will be conducted in city. Canvassing will be 4 pm to 9 pm Monday through Friday and 10 am to 5 pm on weekends. These activities are constitutionally protected under the First Amendment and do not require registering with city for solicitor's permit, or following solicitor regulations, as they are not selling anything. Working America is not for profit 501C5 labor organization, affiliated with AFL-CIO.
- 2) **Tuesday, April 19th at 4 pm - American Heart Association** selected Healthy Medina Program as "Gold Fit-Friendly Worksite" as well as "Community Innovation Award" and presented plaques to city, Medina City Schools, Medina Hospital and the community. Posted Plaque near banner.
- 3) **Montville Twp. open house-** Sunday, May 1st from 1 pm to 4 pm for new Service Garage and Administrative Office. Ribbon cutting at 2 pm. Address is 6665 Wadsworth Rd., corner of Poe and Wadsworth Rd.
- 4) **National Day of Prayer events-** Thursday, May 5th at 7 am. Mayor's Prayer Breakfast at William on the Lake - \$15 tickets available at Mayor's office; noon

prayer service on Square with youth from St. Francis and Medina Christian Academy schools (rain location UCC Church); 7 pm evening prayer service at Church of the Nazarene, 6901 Wooster Pike, Medina. Noon and evening services are free, no tickets required.

- 5) **Saturday, May 7th - Love Medina program-** help disabled and senior citizens with yard work, cleanup, etc. Much appreciated!

Keith Dirham, Finance Director, stated they had a budget hearing on April 20th that was also the date the revenue estimate for the next set of budgets went out to the various department heads and those will be before council in June.

Greg Huber, Law Director, had no report. There are two ordinances that authorize bids at the Medina Municipal Airport for work that will hopefully be completed in the near future and he will address those.

Chief Berarducci, Police Chief, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Jonathon Mendel, Planning Community Director, had no report.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director, had no report.

Jansen Wehrley, Parks and Recreation Director, reported April 28th the city will be celebrating Arbor Day. The Medina Kiwanis Club will distribute 600 Colorado blue spruce trees to the 3rd graders at Medina City Schools, Medina Christian Academy and St. Francis. Jansen thanked Mark Kolesar and Keith Dirham for organizing the Earth Day Event at Sam Masi Park and help plant wild flowers, milk weed and trees. The Forestry Department will be removing the ornamental pear trees on South Court Street between Washington and Smith Road the week of May 2nd. The Shade Tree Commission discussed a replacement plan and we will be notifying the businesses along those streets.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported that two of their current projects are actively into their next phase of construction. The Huntington St. project started pavement removal process. Ryan Rd. is entering into the same phase.

Nino Piccoli, Service Director, reported 50 bags equaling 6 yards of waste was collected throughout the city by volunteer workers. Such a great effort by the volunteers.

Confirmation of Mayoral Appointments:

Uptown Park Advisory Committee – Robert Molnar – Exp. 12/31/19
Board of Zoning Appeals – Paul Roszak – Exp. 12/31/18
Board of Zoning Appeals – (Alternate) – Sam Livingston – Exp. 12/31/19

Mr. Shields moved to confirm the Mayoral Appointments, seconded by Mr. Simpson. The roll was called and the Mayoral Appointments were approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Res. 50-16

A Resolution expressing the sense of the Mayor and Council of the City of Medina, Ohio that public servants should be commended for their dedication and continued service during Public Service Recognition Week. Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-16, seconded by Mr. Simpson. Mayor Hanwell stated the Federal Government sets aside a week where public employees should be recognized and we talk many times of the dedication and value and commitment of our staff and coworkers. Mr. Coyne stated the gratitude is there and we appreciate all the time and effort that is put in. The roll was called and Ordinance/Resolution No. 050-16 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 51-16

An Ordinance authorizing the Mayor to enter into Amendment No. 6 to the Agreement with Delta Airport Consultants, Inc. for the design and bidding services for the reconstruction of the North-South Taxiway at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 051-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 051-16, seconded by Mr. Simpson. Mr. Huber stated this ordinance involves two projects that are proposed at the Medina Municipal Airport. The first project concerns repaving the north-south Taxiway that runs along the West side of the north-south runway. The City of Medina is receiving benefit from the State of Ohio of a grant for \$650,000 to assist in the cost of that resurfacing. The second project involves resurfacing the transient airplane parking area. The FAA requests that we complete this work and the City of Medina is receiving the benefit from the FAA in the amount of approximately \$400,000 in grant

money for that work. The City's match in order to receive these grants comes to approximately \$65,000. The work that needs to be completed really needs to be completed soon. The requirement with respect to this work is that we bid these projects by mid-May and that is why we need the emergency clause. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 051-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 52-16:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the rehabilitation of the Aircraft Transient Apron at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 052-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 052-16 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 53-16:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the reconstruction of the North-South Taxiway at the Medina Municipal Airport. Mr. Shields moved for the adoption of Ordinance/Resolution No. 053-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 053-16, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 053-16 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 54-16:

An Ordinance amending Section 31.02 (9) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Cable TV Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 054-16, seconded by Mr. Simpson. Mayor Hanwell stated this is a request from Medina TV to go from one Cable TV Production Assistant to two. Currently, it is one position for a maximum of 29 hours per week. There may be 2 or 3 people filling one of these positions. The roll was called and Ordinance/Resolution No. 054-16 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 55-16:

An Ordinance of the Council of the City of Medina, 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). Mr. Shields moved for the adoption of Ordinance/Resolution No. 055-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to

Ordinance/Resolution No. 055-16, seconded by Mr. Simpson. Mr. Dirham stated this was for materials used during an emergency culvert repair. The emergency clause is needed do to this in order to get the vendor paid. Mr. Kolesar will be abstaining since this company does business with his employer. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, B. Lamb, P. Rose, J. Shields, and D. Simpson. M. Kolesar abstained. The roll was called and Ordinance/Resolution No. 055-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, B. Lamb, P. Rose, and J. Shields. M. Kolesar abstained.

Ord. 056-16:

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide Fixed Route Public Transportation Services within the City of Medina for the period of January 1, 2016 through December 31, 2016. Mr. Shields moved for the adoption of Ordinance/Resolution No. 056-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 056-16, seconded by Mr. Simpson. Mayor Hanwell explained that these fees in the amount of \$45,000 - \$11,200 is from grant funds and \$33,800 is from the General Fund. This provides a transit service in the City of Medina both on demand and fixed routes and is a great benefit to our residents to continue this service. Emergency needed due to grant period starting in January. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 056-16 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 057-16:

An Ordinance authorizing the Mayor to advertise for competitive bids for the renovation of the Memorial Park Pool and Pool House. Mr. Shields moved for the adoption of Ordinance/Resolution No. 057-16, seconded by Mr. Simpson. Mr. Kolesar commented he is excited to see the Memorial Park Pool and Pool House is moving forward, it plays a large role in the summertime for kids and families. Mr. Patton stated this ordinance is actually for two projects at the pool. The first is the pool house and will be bid separately from the renovations to the pool. The budget for renovations to the pool is \$700,000. We are not authorized in this ordinance to award the bid through the Board of Control. They will come before Council for their review and discussion. Mr. Shields echoed what Mark said and thanked all who worked on it and keeps it moving in the right direction. Mr. Lamb also agreed with Mark and is hopeful this is the first step in getting us to an outdoor pool. The roll was called and Ordinance/Resolution No. 057-16 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 058-16:

An Ordinance authorizing the expenditure of \$50,986.00 to GameTime for the installation of a poured in place rubberized playground surface at Sam Masi Park, repealing Ordinance No. 9-16, passed January 25th, 2016. Mr. Shields moved for the adoption of Ordinance/Resolution No. 058-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 058-16, seconded by Mr. Simpson. Mr. Wehrley states ordinance 9-16 which we are asking to be repealed authorized the Mayor to advertise for competitive bids for the Sam Masi Park playground surface. While researching

specifications for that surface as well as talking with other communities, it was recommended and discovered that we could use a cooperative purchasing program, US Communities, that would also include a 5 year warranty on the installation. The emergency is requested so that they can execute a contract and install this summer because they have a deadline with the grant requirements. 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. 058-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Res. 59-16:

A Resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance with the Ohio Development Services Agency for a PY16 Community Housing Impact and Preservation Program (CHIP) Grant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 059-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 059-16, seconded by Mr. Simpson. Mr. Mendel stated this is a resolution authorizing the Mayor to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance through the State of Ohio for the next round of Community Housing Impact Preservation Program grants. This would provide for the contract with CT Consultants to manage the program as it has in many years prior. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 059-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Council Comments:

Mr. Hilberg reminded drivers that those signs are posted for a reason, so that you can't drive down that street because it is closed. He has received a few phone calls last week from people that were displeased because they were cited.

Mr. Rose stated Patrick Evans organized the group of volunteers that collected 50 some bags of garbage off of Hillview Way and he wanted to thank him and all involved.

Mr. Shields announced that on Tuesday, May 3rd The Joint Ward 3 and Ward 4 meeting at Ella Canavan Elementary School at 7 p.m. We certainly invite everyone from Ward 3 and 4 but any resident can attend. The Council will be there, the Administration will answer any questions that you many have and please park on the main parking lot (large parking lot) on the south side of the building, enter through into the commons or the cafeteria area at Ella Canavan.

Mr. Kolesar thanked Rhonda Wargler from the Children's Center of Medina County. On Saturday, April 16th they held the Pinwheel Walk which myself and the Mayor were involved in to raise awareness of child abuse. He thanked everyone who came out for that, it really raised awareness. There are 495 cases in Medina County and those are only the documented cases. If you see anything that causes concern, notify the proper agencies to get help for that individual.

On the day after Earth Day, April 23rd, we had an Earth Day event. He thanked Jansen Wehrley,

Parks Director and his department who came to help, Keith Dirham was out there with his girlfriend, along with representatives from the Miracle League who all came to help beautify Sam Masi Park and the Keuhn-Todd Conservation area. We planted trees, wildflowers and milkweed. Residents in Ward 3 who drive up and down Guilford will soon see a beautiful wildflower garden that will add beauty to the neighborhood and help our bee and Monarch butterfly populations.

Lastly, this coming Saturday, April 30th, Heritage Elementary School at 833 Guilford Boulevard will be celebrating its 40th Year Anniversary. That will go from 9 a.m. to 11 a.m. and then there will be a carnival from 11:30 a.m. to 1:30 p.m. Go to the school website to find out more information on that. He urged residents to come out and celebrate.

Councilman Lamb congratulated Heritage School on their 40th Anniversary. He stated it's interesting because a lot of its notoriety early on was that it was just such a unique building but of course what made that school so special was really the learning that went on there and the teachers and the parents and administrators that made all of that really work. It goes without saying that he also wants to congratulate and honor his old friend Wes Florian who he was lucky enough to grow up with on the west side of Cleveland. He was the person who got that school off on the right path and shepherded it through for many years.

With regard to the trees on town hill, one of the things I'm most proud of I think that the City has done over the last decades is the continued planting and maintenance of trees. I fully agree with and support the removal of the trees on town hill and I think that anybody that takes a close look at them cannot disagree with what the Forestry Department has determined. The trees are somewhere between suffering, dying, or dead. A lot of those trees were planted nearly 40 years ago and the life expectancy of those trees planted on the cityscape should have been about 15 years. It's a good plan that the Forestry Department has come up with and it will help us to continue to support the planting of trees in the downtown and this will significantly beautify that area of the downtown and he appreciates the Parks Director and his crew for all the work they've done to implement a really good, smart, solid plan to make this improvement.

President Coyne announced there is a budget meeting on Wednesday, April 27th to discuss the Sanitation Department.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:16 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

57983900005 PERMIT NUMBER		NEW TYPE	MEDINA ORIOLE STEAKHOUSE INC DBA MEDINA STEAKHOUSE & SALOON & PORCH & PATIO 538 W LIBERTY ST MEDINA OH 44256	
04 15 2016 ISSUE DATE				
D2 03 FILING DATE				
52	077	C	B14859	
TAX DISTRICT		RECEIPT NO.		

FROM 04/19/2016

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



MAILED 04/19/2016 RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/20/2016

IMPORTANT NOTICE

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

C NEW 5798390-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature) _____ (Title)- Clerk of County Commissioner (Date) _____
 Clerk of City Council
 Township Fiscal Officer

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

PERMIT NUMBER (CORPORATION) 57983900005
 MEDINA ORIOLE STEAKHOUSE INC
 DBA MEDINA STEAKHOUSE & SALOON
 & PORCH & PATIO
 538 W LIBERTY ST
 MEDINA OH 44256

F.T.I. NUMBER 31-1517075
 STATUS (ACTIVE OR INACTIVE) ACTIVE
 SHARES OUTSTANDING 100.00
 ACTIVE DATE 03/25/16
 INACTIVE DATE
 EXCEPTION CODE TEXT
 STOCK TRANSFER CODE TEXT AND DATE
 GERALD C FORSTNER
 KENNETH M COLLINS

50.00	03/25/16	ACTIVE	
50.00	03/25/16	ACTIVE	PRESIDENT

ORDINANCE NO. 60-16

AN ORDINANCE AMENDING ORDINANCE NO. 23-16, PASSED FEBRUARY 8, 2016 AUTHORIZING THE PAYMENT OF \$26,175.00 TO JENMET CONSTRUCTION LLC FOR THE PRIVATE HOME REHABILITATION AT 3556 JERROLD BLVD., BRUNSWICK AS PART OF THE PY14 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance 23-16, passed February 8, 2016 authorized the payment of \$26,175.00 to Jenmet Construction LLC for the private HOME Rehabilitation at 3556 Jerrold Blvd., Brunswick as part of the PY14 CHIP Grant Program; and

WHEREAS: A Change Order for the project has been issued bringing the entire project cost to \$26,945.00; and

WHEREAS: The City has requested an increase to Purchase Order #2016000746 in the amount of \$770.00 to cover the Change Order for this project.

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

SEC. 1: That Ordinance No. 23-16, passed February 8, 2016 is hereby amended and increased to \$26,945.00 for payment to Jenmet Construction to cover the Change Order amount of \$770.00 for private HOME Rehabilitation (Project #AC-14-02) at 3556 Jerrold Blvd., Brunswick, Ohio as part of the PY14 CHIP Grant Program.

SEC. 2: That the funds to cover this increased expenditure in the amount of \$770.00 are available in Account No. 139-0404-52215.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the project is completed and contractor is requesting payment; 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. 60-16



CT Consultants
engineers | architects | planners

April 18, 2016

Ms. Sandy Davis
Community Development
City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256

*Re: City of Medina PY 2014 CHIP Private Owner Rehabilitation Grant
Change Order - 3556 Jerrold Blvd., Brunswick, Ohio 44212*

Dear Ms. Davis:

Attached is a Change Order for Ann Marie Miller's project at 3556 Jerrold Blvd. in the amount of \$770.00 bringing the total contract amount to \$ 26,945.00.

Should you have any questions or require additional information, please do not hesitate to call me.

Respectfully,

CT CONSULTANTS, INC.

Phyllis A. Dunlap
Program Administrator

Enclosure

Cc: Cliff Callaway, City of Brunswick

City of Brunswick
4095 Center Road Brunswick, OH 44212
FY2014 CHIP

CHANGE ORDER NUMBER 1

DATE: March 25, 2016 APPLICATION NO. 7/7H GRANT NO.: A-C-14-2CN-2

JOB ADDRESS: 3556 Jerrold Blvd. CONTRACTOR: Jenmet Construction LLC

OWNER: Ann Marie Miller REHAB SPECIALIST: Brian E. Vady

Contract Price (including addenda, if any): \$26,175.00

Items to be deleted from List of Work:

<u>Remove: Ext. Item 3. Storm Door (Contractor reinstalled existing)</u>	Value	<u>\$300.00</u>
	Value	<u>\$</u>
	TOTAL	<u>\$300.00</u>

Items to be added to List of Work:

<u>Add: Install (1) additional outlet in Bedroom #2 Middle Front</u>	Value	<u>\$ 85.00</u>
<u>Add: Install (2) additional outlets in Bedroom #3 Left Rear</u>	Value	<u>\$140.00</u>
<u>Add: Install (1) additional outlet in Living Room</u>	Value	<u>\$ 85.00</u>
<u>Add: Remove or correct illegal wiring in garage storage room.</u>		
<u>(Contractor discovered improperly installed wiring after removing</u>		
<u>items from storage room while performing wiring upgrade).</u>	Value	<u>\$295.00</u>
<u>Add: Install new door bell button at front entrance.</u>	Value	<u>\$ 35.00</u>
<u>Add: Install new screen door to breezeway sliding glass door</u>		
<u>(existing screen door has a broken guide wheel).</u>	Value	<u>\$195.00</u>
<u>Add: Install (2) new interior door knobs. (1) on main hall closet door</u>		
<u>& (1) to Bedroom #3 Left Rear closet door.</u>	Value	<u>\$ 50.00</u>
<u>Add: Install new handle & latch existing storm door.</u>	Value	<u>\$100.00</u>
	Value	<u>\$</u>
	TOTAL	<u>\$1,070.00</u>

No Change in Contract _____

Addition to Grant _____

Addition to Loan _____

Absorbed by Contractor _____

NET DIFFERENCE:

Plus	<u>\$1,070.00</u>
Minus	<u>\$ 300.00</u>
Total C.O. (+/-)	<u>\$ 770.00</u>
New Contract Price	<u>\$26,945.00</u>

Current Contract Completion Date: 4/1/16

Time Extension 0 days New Contract Completion Date: 4/1/16

Recommended by: Phyllis A. Dunlop Date: 3/25/16
 LPA Representative

APPROVED BY:

Ann Marie Miller Date: 3/25/16
 Owner

 Date: _____

Ralph Jones Date: 3/30/16
 Contractor

ORDINANCE NO. 61-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2016 CONCRETE STREET REPAIR PROGRAM.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2016 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the contract, in the amount of \$325,000, is available as follows: \$300,000 in Account No. 108-0610-54411, and \$25,000 in Account No. 513-0533-54414.

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. 62-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST 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 advertise for competitive bids and to award a contract to the successful bidder for the West Smith Road Reconstruction Project (City Job #818) in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$3,655,413.00, is available as follows: \$742,500.00 in Account No. 386-0673-54414 (FHWA Grant, PID 81334), \$406,000.00 in Account No. 380-0673-54414 (OPWC Grant Project #CIU22), \$25,830.18 in Account No. 382-0673-54414, \$73,591.23 in Account No. 383-0673-54414, and \$2,407,491.59 in Account No. 108-0673-54414.

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

West Smith Road Reconstruction - Section 1

ORD. 62-16

- Notes:
 1. Estimates do not include possible reimbursable utility relocation costs.
 2. Estimates do not include right of way/land costs.
 3. Estimates do not include construction engineering and inspection.

ITEM	ITEM EXT.	DESCRIPTION	UNIT	100% LOCAL	PROJECT	UNIT PRICE	100% LOCAL COST	PROJECT COST	TOTAL COST
ROADWAY									
201	11000	CLEARING AND GRUBBING			LUMP	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00
202	11000	STRUCTURE REMOVED			LUMP	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00
202	20010	HEADWALL REMOVED	EACH		2	\$ 5,000.00		\$ 10,000.00	\$ 10,000.00
202	23001	PAVEMENT REMOVED, AS PER PLAN	SQ YD	0	13206	\$ 8.00		\$ 105,840.00	\$ 105,840.00
202	23010	PAVEMENT REMOVED, ASPHALT	SQ YD	0	811	\$ 7.00		\$ 4,277.00	\$ 4,277.00
202	30000	WALK REMOVED	SQ FT		2508	\$ 3.00		\$ 7,814.00	\$ 7,814.00
202	35100	PIPE REMOVED, 24" AND UNDER	FT		1,430	\$ 20.00		\$ 28,600.00	\$ 28,600.00
202	35101	PIPE REMOVED, 24" AND UNDER, AS PER PLAN	FT		1,670	\$ 46.00		\$ 76,820.00	\$ 76,820.00
202	30500	BRIDGE RAILING REMOVED (MOUNTED TO CULVERT)	FT		87	\$ 10.00		\$ 870.00	\$ 870.00
202	52100	MAILBOX REMOVED	EACH		5	\$ 175.00		\$ 875.00	\$ 875.00
202	50100	CATCH BASIN REMOVED	EACH		28	\$ 350.00		\$ 9,800.00	\$ 9,800.00
202	70100	SPECIAL - PIPE CLEANOUT	FT		500	\$ 15.00		\$ 7,500.00	\$ 7,500.00
202	75000	FENCE REMOVED	FT		12	\$ 8.00		\$ 96.00	\$ 96.00
202	06000	ABANDON MISC. PIPE ABANDON IN PLACE, AS PER PLAN (WITH LOW STRENGTH MORTAR)	FT	1223	102	\$ 8.00	\$ 9,784.00	\$ 1,050.00	\$ 10,834.00
203	10000	EXCAVATION	CU YD		3418	\$ 10.00		\$ 34,180.00	\$ 34,180.00
203	20000	EMBANKMENT	CU YD		1448	\$ 8.00		\$ 11,584.00	\$ 11,584.00
203	35110	GRANULAR EMBANKMENT, TYPE B	CU YD		800	\$ 45.00		\$ 36,000.00	\$ 36,000.00
204	10000	SUBGRADE COMPACT	SQ YD		2887	\$ 2.00		\$ 5,774.00	\$ 5,774.00
204	10000	EXCAVATION OF SUBGRADE	CU YD		2800	\$ 10.00		\$ 28,000.00	\$ 28,000.00
204	21000	GRANULAR EMBANKMENT	CU YD		2800	\$ 46.00		\$ 128,800.00	\$ 128,800.00
204	45000	PROOF ROLLING	HOUR		7	\$ 150.00		\$ 1,050.00	\$ 1,050.00
204	50000	GEOTEXTILE FABRIC	SQ YD		2800	\$ 3.00		\$ 8,400.00	\$ 8,400.00
206	10500	CEMENT	TON		448	\$ 126.00		\$ 56,448.00	\$ 56,448.00
206	11000	CURING COAT	SQ YD		11272	\$ 1.00		\$ 11,272.00	\$ 11,272.00
209	15000	CEMENT STABILIZED SUBGRADE, 18 INCHES DEEP	SQ YD		11272	\$ 8.00		\$ 90,176.00	\$ 90,176.00
208	30500	MIXTURE DESIGN FOR CHEMICALLY STABILIZED SOILS	LUMP			\$ 8,000.00		\$ 8,000.00	\$ 8,000.00
807	80000	FENCE MISC. WOOD FENCE PER RIMS 2	FT		30	\$ 25.00		\$ 750.00	\$ 750.00
808	10001	4" CONCRETE WALK, AS PER PLAN	SQ FT		8781	\$ 8.00		\$ 70,248.00	\$ 70,248.00
809	52010	CURB RAMP, TYPE A1	SQ FT		183	\$ 6.00		\$ 1,098.00	\$ 1,098.00
823	38501	MONUMENT ASSEMBLY, AS PER PLAN	EACH		2	\$ 2,500.00		\$ 5,000.00	\$ 5,000.00
823	40520	RIGHT-OF-WAY MONUMENT	EACH		36	\$ 250.00		\$ 9,000.00	\$ 9,000.00
SPECIAL	80050100	SPECIAL-MALIBOX SUPPORT SYSTEM, SINGLE	EACH		3	\$ 125.00		\$ 375.00	\$ 375.00
EROSION CONTROL									
601	32100	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	CU YD		28	\$ 150.00		\$ 4,200.00	\$ 4,200.00
601	32200	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER	CU YD		27	\$ 120.00		\$ 3,240.00	\$ 3,240.00
605	03000	TOPSOIL	CU YD		700	\$ 32.00		\$ 22,400.00	\$ 22,400.00
609	10000	SEEDING AND MULCHING	SQ YD		8,000	\$ 2.00		\$ 16,000.00	\$ 16,000.00
609	15000	INTERSEEDING	SQ YD		300	\$ 1.00		\$ 300.00	\$ 300.00
609	20000	COMMERCIAL FERTILIZER	TON		1.00	\$ 500.00		\$ 500.00	\$ 500.00
802	15000	STORM WATER POLLUTION PREVENTION PLAN	M GAL		33.0	\$ 50.00		\$ 1,650.00	\$ 1,650.00
802	30000	EROSION CONTROL	LUMP			\$ 10,000.00		\$ 10,000.00	\$ 10,000.00
811	00100	4" CONDUIT, TYPE B	FT		40,000	\$ 1.00		\$ 40,000.00	\$ 40,000.00
811	00100	4" CONDUIT, TYPE B	FT		100	\$ 30.00		\$ 3,000.00	\$ 3,000.00

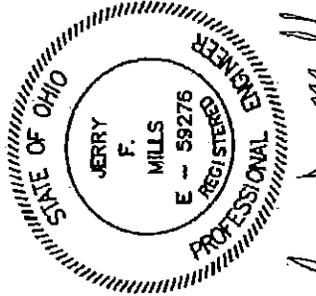
ITEM	ITEM EXT.	DESCRIPTION	UNIT	100% LOCAL	PROJECT	UNIT PRICE	100% LOCAL COST	PROJECT COST	TOTAL COST
811	00200	4" CONDUIT, TYPE C	FT		100	\$ 25.00	\$ -	\$ 2,500.00	\$ 2,500.00
811	00600	6" CONDUIT, TYPE B	FT		200	\$ 40.00	\$ -	\$ 8,000.00	\$ 8,000.00
811	01100	8" CONDUIT, TYPE C	FT		200	\$ 30.00	\$ -	\$ 6,000.00	\$ 6,000.00
811	01600	10" CONDUIT, TYPE B	FT		100	\$ 42.00	\$ -	\$ 4,200.00	\$ 4,200.00
811	02000	12" CONDUIT, TYPE C	FT		100	\$ 35.00	\$ -	\$ 3,500.00	\$ 3,500.00
811	04400	12" CONDUIT, TYPE B	FT		1,887	\$ 58.00	\$ -	\$ 109,446.00	\$ 109,446.00
811	04800	12" CONDUIT, TYPE C	FT		200	\$ 50.00	\$ -	\$ 11,500.00	\$ 11,500.00
811	05900	15" CONDUIT, TYPE B	FT		210	\$ 60.00	\$ -	\$ 14,880.00	\$ 14,880.00
811	08100	18" CONDUIT, TYPE C	FT		107	\$ 90.00	\$ -	\$ 9,590.00	\$ 9,590.00
811	10400	24" CONDUIT, TYPE B	FT		1,942	\$ 80.00	\$ -	\$ 155,360.00	\$ 155,360.00
811	10800	24" CONDUIT, TYPE C	FT		31	\$ 70.00	\$ -	\$ 2,170.00	\$ 2,170.00
811	90214	14" X 8" CONDUIT, TYPE A, 706.05	FT		90	\$ 1,300.00	\$ -	\$ 117,000.00	\$ 117,000.00
811	90510	CATCH BASIN, NO. 2-3	EACH		0	\$ 1,600.00	\$ -	\$ 12,000.00	\$ 12,000.00
811	90600	CATCH BASIN, MISC.; STANDARD NO.2-3B INLET BASIN	EACH		4	\$ 1,500.00	\$ -	\$ 6,000.00	\$ 6,000.00
811	90600	CATCH BASIN ADJUSTED TO GRADE	EACH		1	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
811	90500	INLET, MISC.; STANDARD CURB INLET BASIN	EACH		41	\$ 2,500.00	\$ -	\$ 102,500.00	\$ 102,500.00
811	90500	MANHOLE, MISC.; STANDARD REINFORCED PRECAST MANHOLE	EACH		5	\$ 2,200.00	\$ -	\$ 11,000.00	\$ 11,000.00
811	90654	MANHOLE ADJUSTED TO GRADE	EACH		7	\$ 500.00	\$ -	\$ 3,500.00	\$ 3,500.00
811	90660	MANHOLE RECONSTRUCTED TO GRADE	EACH		3	\$ 1,500.00	\$ -	\$ 4,500.00	\$ 4,500.00
SPECIAL	8118800	SPECIAL - MISCELLANEOUS METAL	POUND		2,000	\$ 1.00	\$ -	\$ 2,000.00	\$ 2,000.00
805	05200	4" UNCLASSIFIED PIPE UNDERDRAINS	FT		100	\$ 12.00	\$ -	\$ 1,200.00	\$ 1,200.00
805	05001	4" BASE PIPE UNDERDRAINS, AS PER PLAN A	FT		3,828	\$ 10.00	\$ -	\$ 38,280.00	\$ 38,280.00
805	09001	4" BASE PIPE UNDERDRAINS, AS PER PLAN B	FT		1,914	\$ 15.00	\$ -	\$ 28,710.00	\$ 28,710.00
PAVEMENT									
222	91500	FULL DEPTH PAVEMENT SAWING	FT		8910	\$ 2.00	\$ -	\$ 17,220.00	\$ 17,220.00
304	20001	AGGREGATE BASE, AS PER PLAN	CU YD		658	\$ 48.00	\$ -	\$ 45,888.00	\$ 45,888.00
407	14000	TACK COAT FOR INTERMEDIATE COURSE	GALLON		4	\$ 50.00	\$ -	\$ 200.00	\$ 200.00
441	50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (44B), PG64-22	CU YD		65	\$ 225.00	\$ -	\$ 14,625.00	\$ 14,625.00
441	50000	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (44B), PG64-22	CU YD		50	\$ 200.00	\$ -	\$ 10,000.00	\$ 10,000.00
451	14011	8" REINFORCED CONCRETE PAVEMENT, CLASS D01, AS PER PLAN	SQ YD		2708	\$ 80.00	\$ -	\$ 216,640.00	\$ 216,640.00
451	16021	12" REINFORCED CONCRETE PAVEMENT, CLASS D01 WITH COOL, AS PER PLAN	SQ YD		11272	\$ 65.00	\$ -	\$ 732,860.00	\$ 732,860.00
609	14000	CURB, TYPE 2-A	FT		5890	\$ 8.00	\$ -	\$ 47,120.00	\$ 47,120.00
609	20000	CURB, TYPE B	FT		400	\$ 25.00	\$ -	\$ 10,000.00	\$ 10,000.00
WATERWORK									
202	75610	VALVE BOX REMOVED	EACH		9	\$ 10.00	\$ 510.00	\$ 1,530.00	\$ 2,040.00
202	96100	REMOVAL MISC.; REMOVE HYDRANT ASSEMBLY INCLUDING TEE AND BRANCH, COMPLETE	EACH		7	\$ 330.00	\$ -	\$ 2,310.00	\$ 2,310.00
202	96100	REMOVAL MISC.; REMOVE HYDRANT ASSEMBLY INCLUDING TEE AND BRANCH, INSTALL SPOOL PIECE WITH SLEEVES, COMPLETE	EACH		2	\$ 500.00	\$ -	\$ 1,000.00	\$ 1,000.00
608	04811	1" COPPER SERVICE BRANCH ("SHORT", CURB STOP AND BOX, COMPLETE IN PLACE), AS PER PLAN	EACH		4	\$ 1,400.00	\$ 5,600.00	\$ 7,000.00	\$ 12,600.00
608	04911	1" COPPER SERVICE BRANCH ("LONG", CURB STOP AND BOX, COMPLETE IN PLACE), AS PER PLAN	EACH		2	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00	\$ 6,400.00
608	05011	1.5" COPPER SERVICE BRANCH ("LONG", CURB STOP AND BOX, COMPLETE IN PLACE), AS PER PLAN	EACH		2	\$ 2,400.00	\$ -	\$ 4,800.00	\$ 4,800.00
608	07311	24" STEEL PIPE ENCASUREMENT, JACKED OR BORED, AS PER PLAN	FT		25	\$ 400.00	\$ -	\$ 10,000.00	\$ 10,000.00
608	07315	30" STEEL PIPE ENCASUREMENT, JACKED OR BORED, AS PER PLAN	FT		23	\$ 500.00	\$ 11,500.00	\$ -	\$ 11,500.00
608	08101	12" GATE VALVE AND VALVE BOX, AS PER PLAN	EACH		3	\$ 2,280.00	\$ 6,840.00	\$ 4,400.00	\$ 11,000.00
608	08103	16" GATE VALVE AND VALVE BOX, AS PER PLAN	EACH		6	\$ 4,800.00	\$ 28,800.00	\$ -	\$ 28,800.00
608	09201	12" CUTTING-IN SLEEVE, VALVE AND VALVE BOX, AS PER PLAN	EACH		1	\$ 5,200.00	\$ 5,200.00	\$ -	\$ 5,200.00
608	10201	6" FIRE HYDRANT ASSEMBLY, AS PER PLAN INCLUDING TEES, COUPLINGS, VALVE & VALVE BOX, RISERS, WITH POLYETHYLENE ENCASUREMENT, COMPLETE IN PLACE	EACH		3	\$ 6,500.00	\$ -	\$ 19,500.00	\$ 19,500.00
608	13110	2" AIR RELEASE VALVE (INCLUDING VALVE BOX, RISERS, COMPLETE IN PLACE)	EACH		1	\$ 1,475.00	\$ -	\$ 1,475.00	\$ 1,475.00
608	98000	WATER WORK, MISC.; WATER SERVICE CONNECTION "SHORT"; 4" TAPPING SLEEVE, VALVE AND BOX, CURB VALVE AND BOX, COMPLETE IN PLACE	EACH		1	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00

ITEM	ITEM EXT.	DESCRIPTION	UNIT	100% LOCAL	PROJECT	UNIT PRICE	100% LOCAL COST	PROJECT COST	TOTAL COST
838	98000	WATER WORK MISC.: WATER SERVICE CONNECTION, "LONG", 6" TAPPING SLEEVE, VALVE AND BOX, CURB VALVE AND BOX, COMPLETE IN PLACE	EACH		2	\$ 4,600.00	\$ -	\$ 9,000.00	\$ 9,000.00
839	98000	WATER WORK MISC.: WATER SERVICE CONNECTION, "LONG", 6" TAPPING SLEEVE, VALVE AND BOX, CURB VALVE AND BOX, COMPLETE IN PLACE	EACH		1	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
838	98000	WATER WORK MISC.: FURNISHING AND SETTING, 6" HYDRANT COMPLETE WITH 6"x6" CURB IN TEE	EACH	1	2	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 17,000.00
838	98000	WATER WORK MISC.: PREMIUM BACKFILL EXISTING WATERLINE TO REMAIN	CU YD	786	0	\$ 50.00	\$ 39,300.00	\$ -	\$ 39,300.00
838	98000	WATER WORK MISC.: 12" WATER MAIN DUCTILE IRON PIPE ANSI, CLASS 52, PUSHON JOINTS AND RESTRAINED MECHANICAL JOINT FITTINGS, AS PER PLAN (WITHIN PAVEMENT AREAS WITH POLYETHYLENE ENCASMENT)	FT	84	871	\$ 66.00	\$ 5,530.00	\$ 82,245.00	\$ 87,775.00
838	98000	WATER WORK MISC.: 12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSHON JOINTS AND RESTRAINED MECHANICAL JOINT FITTINGS, AS PER PLAN (WITHIN SELECT NATURAL BACKFILL AREAS WITH POLYETHYLENE ENCASMENT)	FT	76		\$ 90.00	\$ 6,840.00	\$ -	\$ 6,840.00
838	98000	WATER WORK MISC.: 18" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSHON JOINTS AND RESTRAINED MECHANICAL JOINT FITTINGS, AS PER PLAN (WITHIN PAVEMENT AREAS WITH POLYETHYLENE ENCASMENT)	FT	1370		\$ 105.00	\$ 143,850.00	\$ -	\$ 143,850.00
838	98000	WATER WORK MISC.: 15" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSHON JOINTS AND RESTRAINED MECHANICAL JOINT FITTINGS, AS PER PLAN (WITHIN SELECT NATURAL BACKFILL AREAS WITH POLYETHYLENE ENCASMENT)	FT	640		\$ 90.00	\$ 57,600.00	\$ -	\$ 57,600.00
TRAFFIC CONTROL									
830	02100	GROUND MOUNTED SUPPORT, NO. 2 POST	FT		50	\$ 10.00	\$ -	\$ 500.00	\$ 500.00
830	03100	GROUND MOUNTED SUPPORT, NO. 3 POST	FT		81	\$ 9.00	\$ -	\$ 729.00	\$ 729.00
830	04100	GROUND MOUNTED SUPPORT, NO. 4 POST	FT		20	\$ 10.00	\$ -	\$ 200.00	\$ 200.00
830	80100	SIGN PLAT SHEET	80 FT		78	\$ 20.00	\$ -	\$ 1,560.00	\$ 1,560.00
830	85000	REMOVAL OF GROUND MOUNTED SIGN AND STORAGE	EACH		12	\$ 16.00	\$ -	\$ 192.00	\$ 192.00
830	86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH		11	\$ 25.00	\$ -	\$ 275.00	\$ 275.00
842	00801	CENTER LINE, TYPE 1, AS PER PLAN	MILE		0.7	\$ 5,000.00	\$ -	\$ 3,500.00	\$ 3,500.00
846	10001	CHANNELIZING LINE, 6", AS PER PLAN	FT		859	\$ 4.00	\$ -	\$ 3,436.00	\$ 3,436.00
846	10401	STOP LINE, AS PER PLAN	FT		64	\$ 12.00	\$ -	\$ 768.00	\$ 768.00
846	16501	CROSSWALK LINE, AS PER PLAN	FT		84	\$ 10.00	\$ -	\$ 840.00	\$ 840.00
846	16801	TRANSVERSE DIAGONAL LINE (YELLOW), AS PER PLAN	FT		400	\$ 7.00	\$ -	\$ 2,800.00	\$ 2,800.00
846	10001	ISLAND MARKING, AS PER PLAN	80 FT		50	\$ 50.00	\$ -	\$ 2,500.00	\$ 2,500.00
840	20001	RAILROAD SYMBOL MARKING, AS PER PLAN	EACH		2	\$ 640.00	\$ -	\$ 1,280.00	\$ 1,280.00
846	20301	LANE ARROW, AS PER PLAN	EACH		15	\$ 150.00	\$ -	\$ 2,250.00	\$ 2,250.00
MAINTENANCE OF TRAFFIC									
411	10000	STABILIZED CRUSHED AGGREGATE	CU YD		1220	\$ 43.00	\$ -	\$ 52,460.00	\$ 52,460.00
814	11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HOUR		40	\$ 70.00	\$ -	\$ 2,800.00	\$ 2,800.00
814	12420	DETOUR SIGNING	LUMP		1	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
814	12500	REPLACEMENT SIGN	EACH		5	\$ 200.00	\$ -	\$ 1,000.00	\$ 1,000.00
814	12600	REPLACEMENT DRUM	EACH		10	\$ 100.00	\$ -	\$ 1,000.00	\$ 1,000.00
814	13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	CU YD		120	\$ 150.00	\$ -	\$ 18,000.00	\$ 18,000.00
814	22100	WORK ZONE EDGE LINE, CLASS I, 642 PAINT	MILE		1	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00
814	29200	WORK ZONE STOP LINE, CLASS I, 642 PAINT	FT		34	\$ 4.00	\$ -	\$ 136.00	\$ 136.00
814	27200	WORK ZONE CROSSWALK LINE, CLASS I, 642 PAINT	FT		168	\$ 2.00	\$ -	\$ 336.00	\$ 336.00
815	10000	ROADS FOR MAINTAINING TRAFFIC	LUMP		1	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
810	10000	WATER	MGAL		12	\$ 25.00	\$ -	\$ 312.00	\$ 312.00
ENVIRONMENTAL REMEDIATION									
801	45011	DETENTION BASIN AGGREGATE, AS PER PLAN	CU YD		9	\$ 150.00	\$ -	\$ 1,350.00	\$ 1,350.00
801	23801	DECIDUOUS SHRUB, 4" HEIGHT, AS PER PLAN (DIAMOND WILLOW)	EACH		31	\$ 200.00	\$ -	\$ 6,200.00	\$ 6,200.00
801	20081	DECIDUOUS SHRUB, 4" HEIGHT, AS PER PLAN (REDAISER DOGWOOD)	EACH		11	\$ 200.00	\$ -	\$ 2,200.00	\$ 2,200.00
801	40001	DECIDUOUS TREE, 2" CALIPER, AS PER PLAN (RED MAPLE)	EACH		3	\$ 500.00	\$ -	\$ 1,500.00	\$ 1,500.00
STRUCTURE (CULVERT)									
509	10000	EPOXY COATED REINFORCING STEEL	POUND		7713	\$ 1.50	\$ -	\$ 11,569.50	\$ 11,569.50
511	46000	CLASS C CONCRETE, HEADWALL	CU YD		84	\$ 650.00	\$ -	\$ 54,600.00	\$ 54,600.00
512	33000	TYPE 2 WATERPROOFING	SQ YD		314	\$ 16.50	\$ -	\$ 5,181.00	\$ 5,181.00
518	13000	1" PREFORMED EXPANSION JOINT FILLER	80 FT		65	\$ 6.50	\$ -	\$ 422.50	\$ 422.50
518	21200	POROUS BACKFILL WITH FILTER FABRIC	CU YD		33	\$ 85.00	\$ -	\$ 2,805.00	\$ 2,805.00

ITEM	ITEM EXT.	DESCRIPTION	UNIT	100% LOCAL	PROJECT	UNIT PRICE	100% LOCAL COST	PROJECT COST	TOTAL COST
518	40000	6" PERFORATED CORRUGATED PLASTIC PIPE	FT		81	\$ 8.00	\$ -	\$ 480.00	\$ 480.00
519	40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	FT		58	\$ 11.50	\$ -	\$ 667.00	\$ 667.00
		TRAFFIC SIGNALS GENERAL SUMMARY							\$ 87,885.00
625	25400	CONDUIT, 2" 725.34	FT		187	\$ 12.50	\$ -	\$ 1,882.50	\$ 1,882.50
625	25500	CONDUIT, 3" 725.04	FT		177	\$ 17.25	\$ -	\$ 3,053.25	\$ 3,053.25
625	26200	TRENCH	FT		334	\$ 5.25	\$ -	\$ 1,753.50	\$ 1,753.50
625	30701	PULL BOX, 725.08, 14" AS PER PLAN	EACH		5	\$ 700.00	\$ -	\$ 3,500.00	\$ 3,500.00
625	30707	PULL BOX, 725.08, 24" AS PER PLAN	EACH		1	\$ 825.00	\$ -	\$ 825.00	\$ 825.00
625	31510	PULL BOX REMOVED	EACH		3	\$ 135.00	\$ -	\$ 405.00	\$ 405.00
625	32000	GROUND ROD	EACH		5	\$ 155.00	\$ -	\$ 775.00	\$ 775.00
625	38000	PLASTIC CAUTION TAPE	FT		334	\$ 0.50	\$ -	\$ 167.00	\$ 167.00
630	78101	SIGN HANGER ASSEMBLY, MAST ARM, AS PER PLAN	EACH		3	\$ 225.00	\$ -	\$ 675.00	\$ 675.00
630	80100	SIGN, FLAT SHEET	50 FT		38	\$ 12.50	\$ -	\$ 475.00	\$ 475.00
632	04613	VEHICULAR SIGNAL HEAD, LED, YELLOW, 3-SECTION, 1/2" LENS, 1-WAY WITH BACKPLATE, AS PER PLAN	EACH		4	\$ 875.00	\$ -	\$ 3,500.00	\$ 3,500.00
632	04622	VEHICULAR SIGNAL HEAD, LED, YELLOW, 3-SECTION, 1/2" LENS, 1-WAY WITH BACKPLATE, AS PER PLAN	EACH		2	\$ 1,100.00	\$ -	\$ 2,200.00	\$ 2,200.00
632	20721	PEDESTRIAN SIGNAL HEAD, LED, YELLOW, 3-SECTION, 1/2" LENS, 1-WAY WITH BACKPLATE, AS PER PLAN	EACH		2	\$ 625.00	\$ -	\$ 1,250.00	\$ 1,250.00
632	25000	COVERING OF VEHICULAR SIGNAL HEAD	EACH		8	\$ 20.00	\$ -	\$ 160.00	\$ 160.00
632	25510	COVERING OF PEDESTRIAN SIGNAL HEAD	EACH		2	\$ 21.00	\$ -	\$ 42.00	\$ 42.00
632	26000	PEDESTRIAN PUSHBUTTON	EACH		2	\$ 180.00	\$ -	\$ 360.00	\$ 360.00
632	26500	DETECTOR LOOP	EACH		5	\$ 875.00	\$ -	\$ 4,375.00	\$ 4,375.00
632	40300	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	FT		456	\$ 1.50	\$ -	\$ 684.00	\$ 684.00
632	40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	FT		170	\$ 1.70	\$ -	\$ 289.00	\$ 289.00
632	40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	FT		471	\$ 2.25	\$ -	\$ 1,059.75	\$ 1,059.75
632	54000	PEDESTAL FOUNDATION	EACH		2	\$ 2,350.00	\$ -	\$ 4,700.00	\$ 4,700.00
632	55000	LOOP DETECTOR LEAD-IN CABLE	FT		1	\$ 710.00	\$ -	\$ 710.00	\$ 710.00
632	55200	LOOP DETECTOR LEAD-IN CABLE	FT		1052	\$ 1.50	\$ -	\$ 1,578.00	\$ 1,578.00
632	58300	POWER CABLE, 3 CONDUCTOR, NO. 6 AWG	FT		41	\$ 3.00	\$ -	\$ 123.00	\$ 123.00
632	70000	POWER SERVICE	EACH		1	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00
632	75200	SIGNAL SUPPORT, TYPE TC-12.30 DESIGN 7, POLE WITH MAST ARMS TC-81.21 DESIGN 13 AND DESIGN 3, AS PER PLAN	EACH		1	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00
632	80103	SIGNAL SUPPORT, TYPE TC-81.21, DESIGN 1, AS PER PLAN	EACH		1	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
632	88000	PEDESTAL, 5" TRANSFORMER BASE	EACH		1	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00
632	90101	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN	EACH		1	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
632	90400	SIGNALIZATION, MISC., FOUNDATION TEST HOLE	EACH		2	\$ 1,250.00	\$ -	\$ 2,500.00	\$ 2,500.00
632	01501	CONTROLLER UNIT, TYPE T22A2, WITH CABINET, TYPE T31, AS PER PLAN	EACH		1	\$ 13,500.00	\$ -	\$ 13,500.00	\$ 13,500.00
632	07000	CABINET RISER	EACH		1	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
632	07100	CABINET FOUNDATION	EACH		1	\$ 1,375.00	\$ -	\$ 1,375.00	\$ 1,375.00
632	07200	CONTROLLER WORK PAD	EACH		1	\$ 250.00	\$ -	\$ 250.00	\$ 250.00
632	07301	PREEMPTION, AS PER PLAN	EACH		1	\$ 7,750.00	\$ -	\$ 7,750.00	\$ 7,750.00
632	07311	PREEMPTION RECEIVING UNIT, AS PER PLAN	EACH		3	\$ 650.00	\$ -	\$ 1,950.00	\$ 1,950.00
632	07321	PREEMPTION DETECTION CABLE, AS PER PLAN	EACH		458	\$ 1.75	\$ -	\$ 798.00	\$ 798.00
632	07341	PREEMPTION PHASE SELECTOR, AS PER PLAN	EACH		3	\$ 3,200.00	\$ -	\$ 9,600.00	\$ 9,600.00
632	07401	PREEMPTION CONFIRMATION LIGHT, AS PER PLAN	EACH		3	\$ 300.00	\$ -	\$ 900.00	\$ 900.00
615	30021	SPREAD SPECTRUM RADIO, AS PER PLAN	EACH		1	\$ 4,100.00	\$ -	\$ 4,100.00	\$ 4,100.00
									\$ 100,885.00
									\$ 3,357,913.00
614	11000	MAINTAINING TRAFFIC	LUMP			\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00

ITEM	ITEM EXT.	DESCRIPTION	UNIT	100% LOCAL	PROJECT	UNIT PRICE	100% LOCAL COST	PROJECT COST	TOTAL COST
610	1000	FIELD OFFICE, TYPE B	MONTH		B	\$ 1,500.00		\$ 13,500.00	\$ 13,500.00
623	10000	CONSTRUCTION LAYOUT STAKES			LUMP	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00
624	10000	MOBILIZATION			LUMP	\$ 100,000.00		\$ 100,000.00	\$ 100,000.00
103	00000	PREMIUM FOR CONTRACT PERFORMANCE BOND, PAYMENT BOND AND MAINTENANCE BOND			LUMP	\$ 40,000.00		\$ 40,000.00	\$ 40,000.00
							TOTAL BY COST PARTICIPATION	\$ 342,500.00	
							GRAND TOTAL ESTIMATED	\$ 3,611,473.00	

Note: The costs shown in this estimate represent an estimate of probable construction costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding or negotiating methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from the estimate.



Jerry F. Mills
1/21/15

ORDINANCE NO. 63-16

AN ORDINANCE TO CLARIFY AND UNIFY THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING THE FOLLOWING SECTIONS OF PART 11 – PLANNING AND ZONING CODE, SECTIONS 1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(C), 1147.14(F), 1113.05(M), AND 1153.04(A).

WHEREAS: Various Sections of the Planning and Zoning Code of the City’s Codified Ordinances include minor and substantive editing mistakes stemming from the 2013-2014 Zoning Code Update process completed in 2014; and

WHEREAS: The City desires to clarify and unify all such references, remove regulatory duplication and /or contradiction, cleanup minor and substantive editing mistakes; and

WHEREAS: The Planning Commission, at its January 14, 2016 meeting, approved a recommendation to City Council to amend the following sections of Part 11 – Planning and Zoning Code of the City of Medina Codified Ordinances, Sections 1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c), 1147.14(f), 1113.05(m) and 1153.04(a) as presented in the Planning Commission staff report for case P15-37 dated January 14, 2016; and

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held April 25, 2016.

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

SEC. 1: That the amendments as set forth by the Planning Commission in their report dated January 14, 2016 for Case No. P15-37 are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

SEC. 2: That the text prior to amendment is marked Exhibit B, attached hereto, and incorporated herein for reference.

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

Effective date -

**Amended text recommended by Planning Commission on
January 14, 2016**

ORD 63-16
Exh. A

1121.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-1 Low Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• In-Law Suite	• Conservation Use	• None
• Group Home up to 8 Individuals	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	

1123.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3, 7, 20}	• None
• In-Law Suite	• Conservation Use	
	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	• Religious Place of Worship ^{1,3, 7,11,12,14}	

Amended text recommended by Planning Commission on January 14, 2016

1125.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3,7,20}	• None
• In-Law Suite	• Conservation Use	
	• Public or Quasi-Public Owned Park or Recreation Facility ^{1,2,3,4,5,9,11,14,22,24,25}	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
• Mobile Home Park ^{3,5,8,9,10,11,14,24,26,27,28,30}	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	
	• Religious Place of Worship ^{1,3,7,11,12,14}	

1127.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-4 Multi-Family Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3,7,20}	• None
• Group Home 9 - 16 Individuals	• Conservation Use	
• In-Law Suite	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	
• Mobile Home Park ^{3,5,8,9,10,11,14,24,26,27,28,30}	• Public or Quasi-Public Owned Park or Recreation Facility ^{1,2,3,4,5,9,11,14,22,24,25}	
• Multi-Family Dwelling ^{5,11,16,26,27,28,29}	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
	• Religious Place of Worship ^{1,3,7,11,12,14}	

**Amended text recommended by Planning Commission on
January 14, 2016**

1133.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn ^{11,14}	• Club, Lodge or Fraternal Organization ^{9,11,14,25}	• Bar or Tavern
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Educational Institution for Higher Education	• Hospital ^{1,2,3,5,7,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,29,31}
	• Public Utility ^{1,10,11}	• Personal and Professional Services with Drive-Thru ^{7,17}
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
	• Urban Garden	• Restaurant

Amended text recommended by Planning Commission on January 14, 2016

1135.05 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn ^{11,14}	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
• First Floor Dwelling Units in Public Square Area ³⁵	• Educational Institution for Higher Education	• Conference Center, Banquet Facility, or Meeting Hall
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Public Utility ^{1,10,11}	• Hotel or Motel
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17, 29, 31}
	• Urban Garden	• Motor Vehicle, Truck, Trailer and Farm Implements Repair, Service and Storage (Excluding Body Work, Painting and Engine Work)
		• Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In

Amended text recommended by Planning Commission on January 14, 2016

1137.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-3 General Commercial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Multi-Family Dwelling	• Conservation Use	• Car Wash
	• Educational Institution for Higher Education	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Conference Center, Banquet Facility or Meeting Hall ^{1,3,7,11,12,14}
	• Public Utility ^{1,10,11}	• Cremation Facility
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Wireless Telecommunications Facility	
		• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17, 29, 31}
		• Open Air Building materials Sales and Lumber Yard
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In
		• Retail larger than 80,000 square feet in size
		• Sexually Oriented Business ³⁶

Amended text recommended by Planning Commission on January 14, 2016

1147.14 SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS.

(c) In the C-3 District only, one permanent pole sign, with two (2) or more supports, for the primary entrance to a shopping center that exceeds 50,000 square feet in floor area. Such sign shall not incorporate a changeable copy sign or an electronic message center sign. Such sign shall further be conditionally permitted and subject to the guidelines set forth in Section 1147.16.

(f) In the C-1 and C-2 District only, one temporary ground or wall sign not exceeding six (6) square feet in area for each nonresidential building. In the C-S and C-3 Districts only, one temporary ground or wall sign not exceeding twelve (12) square feet in area for each nonresidential building. In the I-1 District only, one temporary ground or wall sign not exceeding twenty-four (24) square feet in area for each nonresidential building. Such sign shall be permitted for a maximum of fifteen (15) consecutive days, and not more than sixty (60) days during each year. A real estate sign shall be exempt from the time limits referenced above and shall be removed within seven (7) days after the close of sale, rent or lease of the property to which the sign pertains. A sign that announces a specific event, action or activity shall be removed within seven (7) days after the close of the event, action or activity to which the sign pertains.

1113.05 GENERAL USE REGULATIONS.

(m) Accessory Use.

(1) On all properties, no vehicle or other object used or intended primarily for storage purposes shall be located on a lot for more than two (2) periods, not exceeding ten (10) consecutive days each, during any calendar year. On nonresidential properties, the Planning Director may waive these.

1153.04 CONDITIONALLY PERMITTED USE REGULATIONS.

(a) Regulations applicable to conditionally permitted uses are as follows:

(31) Such uses shall be permitted under the following conditions:

- A. The premises shall be used for vehicle servicing only. No rental, storage, parking or sales of trailers or vehicles of any type, or tools or other equipment, shall be permitted.
- B. The sale of seasonal products, such as Christmas trees, landscaping materials, garden materials and equipment, etc. shall not be permitted.
- C. The rental, leasing or permitting of parking of vehicles, except for servicing and/or emergency purposes, shall not be permitted.

Original Text as of January 14, 2016

ORD 63-16
Exh. B

1121.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R-1 Low Density Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• In-Law Suite	• Conservation Use	• None
• Group Home up to 8 Individuals	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Planned Unit Development	• Public and Parochial Educational Institution for Primary Education ^{1, 2, 3, 5, 6, 11}	
	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	

1123.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3, 7, 20}	• None
• In-Law Suite	• Conservation Use	
• Planned Unit Development	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education ^{1, 2, 3, 5, 6, 11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1, 2, 3, 5, 7, 9, 11, 14}	• Public and Parochial Educational Institution for Secondary Education ^{1, 2, 3, 4, 5, 7, 11}	
	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	• Religious Place of Worship ^{1, 3, 7, 11, 12, 14}	

Original Text as of January 14, 2016

1125.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3,7,20}	• None
• In-Law Suite	• Conservation Use	
• Planned Unit Development	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Two Family Dwelling	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
• Mobile Home Park ^{3,5,8,9,10,11,14,24,26,27,28,29, 31}	• Publicly Owned or Operated Governmental Facility ^{3, 7, 8, 11}	
	• Religious Place of Worship ^{1,3, 7,11,12,14}	

1127.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the R- 4 Multi-Family Urban Residential District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Group Home up to 8 Individuals	• Cemetery ^{3,7,20}	• None
• Group Home 9 - 16 Individuals	• Conservation Use	
• In-Law Suite	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	
• Mobile Home Park ^{3,5,8,9,10,11,14,24,26,27,28, 29, 31}	• Public or Quasi-Public Owned Park or Recreation Facility ^{1, 2, 3, 4, 5, 9, 11, 14, 22, 24, 25}	
• Multi-Family Dwelling ^{5,11,16,26,27,28,29}	• Public and Parochial Educational Institution for Primary Education ^{1,2,3,5,6,11}	
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Public and Parochial Educational Institution for Secondary Education ^{1,2,3,4,5,7,11}	
• Planned Unit Development	• Religious Place of Worship ^{1,3, 7,11,12,14}	

Original Text as of January 14, 2016

1133.04 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn ^{11,14}	• Club, Lodge or Fraternal Organization ^{9,11,14,25}	• Bar or Tavern
• Nursing Home, Assisted Living Facility, Independent Living Facility ^{1,2,3,5,7,9,11,14}	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Educational Institution for Higher Education	• Hospital ^{1,2,3,5,7,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,30,32}
	• Public Utility ^{1,10,11}	• Personal and Professional Services with Drive-Thru ^{7,17}
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
	• Urban Garden	• Restaurant

Original Text as of January 14, 2016

1135.05 CONDITIONALLY PERMITTED USES.

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

Residential	Public/Semi-Public	Commercial
• Bed and Breakfast Inn ^{11,14}	• Conservation Use	• Child Day Care Center and Nursery ^{2,5,9,11,14}
• First Floor Dwelling Units in Public Square Area ³⁵	• Educational Institution for Higher Education	• Conference Center, Banquet Facility, or Meeting Hall
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Public Utility ^{1,10,11}	• Hotel or Motel
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17, 30,32}
	• Urban Garden	• Motor Vehicle, Truck, Trailer and Farm Implements Repair, Service and Storage (Excluding Body Work, Painting and Engine Work)
		• Motor Vehicle Truck, Trailer and Farm Implement Sales, Rental or Leasing - New or Used
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In

Original Text as of January 14, 2016

1137.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-3 General Commercial District subject to the requirements of Chapter 1153, Conditional Uses. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
• Multi-Family Dwelling	• Conservation Use	• Car Wash
	• Educational Institution for Higher Education	• Child Day Care Center and Nursery ^{2,5,9,11,14}
	• Publicly Owned or Operated Governmental Facility ^{3,7,8,11}	• Conference Center, Banquet Facility or Meeting Hall ^{1,3,7,11,12,14}
	• Public Utility ^{1,10,11}	• Cremation Facility
	• Religious Place of Worship ^{1,3,7,11,12,14}	• Hospital ^{1,2,3,5,7,9,11,14}
	• Wireless Telecommunications Facility	
		• Motor Vehicle Filling Station with or without Convenience Retail ^{5,7,17,30,32}
		• Open Air Building materials Sales and Lumber Yard
		• Outdoor Dining
		• Personal and Professional Services with Drive-Thru
		• Research and Development Laboratory and Processing with No External Hazardous, Noxious or Offensive Conditions
		• Restaurant with Drive-Thru or Drive In
		• Retail larger than 80,000 square feet in size
		• Sexually Oriented Business ³⁶

Original Text as of January 14, 2016

1147.14 SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS.

(c) In the C-3 and C-4 District only, one permanent pole sign, with two (2) or more supports, for the primary entrance to a shopping center that exceeds 50,000 square feet in floor area. Such sign shall not incorporate a changeable copy sign or an electronic message center sign. Such sign shall further be conditionally permitted and subject to the guidelines set forth in Section 1147.16.

(f) In the C-1 and C-2 District only, one temporary ground or wall sign not exceeding six (6) square feet in area for each nonresidential building. In the C-B, C-3, and C-4 District only, one temporary ground or wall sign not exceeding twelve (12) square feet in area for each nonresidential building. In the I-1 District only, one temporary ground or wall sign not exceeding twenty-four (24) square feet in area for each nonresidential building. Such sign shall be permitted for a maximum of fifteen (15) consecutive days, and not more than sixty (60) days during each year. A real estate sign shall be exempt from the time limits referenced above and shall be removed within seven (7) days after the close of sale, rent or lease of the property to which the sign pertains. A sign that announces a specific event, action or activity shall be removed within seven (7) days after the close of the event, action or activity to which the sign pertains.

1113.05 GENERAL USE REGULATIONS.

(m) Accessory Use.

(1) On properties used primarily for residential purposes, no commercial vehicle, bus, trailer or truck of any type in excess of 7,000 pounds gross vehicle weight shall be parked upon a driveway or yard, except for emergencies, making deliveries or loading, or as approved under the towing policy of the City of Medina Police Department; provided the approved vehicle does not exceed 14,000 pounds gross vehicle weight and is not parked in the yard.

(2) On properties used primarily for residential purposes, no trailer, house trailer, mobile home or other vehicle designed for living quarters, including camping trailers of the collapsible type and truck campers, and no boats, boat trailers or boat dollies may be parked on the driveway, but may be parked on a hard surfaced pad in the side or rear yard. Exception: from April 1st to October 1st these vehicles may be parked on the driveway. At no time may such vehicle be used for living quarters.

(3) On all properties, no vehicle or other object used or intended primarily for storage purposes shall be located on a lot for more than two (2) periods, not exceeding ten (10) consecutive days each, during any calendar year. On nonresidential properties, the Planning Director may waive these.

1153.04 CONDITIONALLY PERMITTED USE REGULATIONS.

(a) Regulations applicable to conditionally permitted uses are as follows:

(31) Such uses shall be permitted under the following conditions:

A. The premises shall be used for vehicle servicing only. No rental, storage, parking or sales of trailers or vehicles of any type, or tools or other equipment, shall be permitted.

B. The sale of seasonal products, such as Christmas trees, landscaping materials, garden materials and equipment, etc. shall not be permitted.

C. The rental, leasing or permitting of parking of vehicles, except for servicing and/or emergency purposes, shall not be permitted.

D. All signs, streamers, announcements, flags and other attention and/or advertising devices not specifically permitted under Title Five - Sign Code, of Part Thirteen - Building Code of these Codified Ordinances shall have the prior and temporary approval of the Planning Commission before installation or use.

ORDINANCE NO. 64-16

AN ORDINANCE AMENDING ORDINANCE NO. 12-15, PASSED JANUARY 26, 2015, RELATIVE TO THE LEASE AGREEMENT WITH THE FRIENDS OF THE CEMETERY, FOR THE USE OF THE AMOS MEARS MEMORIAL BUILDING AT SPRING GROVE CEMETERY, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 12-15, passed January 26, 2015, authorized the Mayor to enter into a Building Project Agreement and Lease Agreement with the Friends of the Cemetery for the construction and use of the Maintenance Building and the Amos Mears Memorial Building at Spring Grove Cemetery; and

WHEREAS: Both parties have agreed to amend Exhibit B, Lease Agreement, Article 14 titled Indemnity and Insurance by Lessee to better meet the requirements for the Friends of the Cemetery; and

WHEREAS: The Lease Agreement has been reformatted for recording with the Medina County Recorder's Office.

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

SEC. 1: That Ordinance No. 12-15, passed January 26, 2015 is hereby amended to include the revised Lease Agreement, marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the building is completed and being utilized; 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

LEASE

ORD 64-16
Exh. A

This Lease is made on this _____ day of _____, 2016, by and between the **CITY OF MEDINA**, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

ARTICLE 1. DEMISED PREMISES

1. Lessor hereby leases to the Lessee the following described premises hereinafter called "demised premises," situated in the City of Medina, County of Medina, and State of Ohio:

The demised premises is the building structure as defined by the blueprints of the structure attached hereto and incorporated herein as "Exhibit A." Said building structure will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is attached hereto and incorporated herein as "Exhibit B." The building structure will be located on Permanent Parcel No. 028-19B-21-304.

2. Lessee has inspected the demised premises, and Lessee accepts the demised premises in "as is" condition and acknowledges that Lessor made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

3. It is agreed and understood between the parties that the Friends of the Cemetery shall have exclusive use of an office the approximate size of 14' x 11' with an accompanying and adjoining storage room inside the described building structure and that the parties shall enjoy the joint use of the lobby, the conference room, the corridors, and the public restrooms inside of the described building structure. It is agreed between the parties that the City of Medina will have the exclusive use of the remainder of the building structure for its business purposes.

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of fifty (50) years to commence upon the signing of this Lease Agreement and ending fifty (50) years therefrom. The Friends of the Cemetery shall have the right to renew the term of the Lease for an additional two (2), twenty-five (25) year terms for a total possible occupancy of the building structure amounting to a term of one hundred (100) years. If the Friends of the Cemetery should dissolve or cease to exist, this Lease Agreement shall automatically terminate, and the City shall have exclusive use of the building.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between Lessor and Lessee for the use of the afore-described building. The parties agree that Friends of the Cemetery shall pay for all costs of construction of the building and its associated parking lot. Friends of the Cemetery shall, upon completion of construction, donate the building and its associated parking lot to the City of Medina. In consideration of the donation, there shall be no exchange of rent monies for the term of this agreement.

ARTICLE 4. CONSTRUCTION EXPENSES AND LIENS

Lessee agrees to indemnify and save harmless Lessor from all expenses, liens, claims, or damages to either persons or property arising out of construction of and associated improvements to the subject building and parking lot.

ARTICLE 5. UTILITIES

Lessor covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. To the extent reasonably possible, utilities shall be put into Lessor's name. Lessor agrees to provide for the periodic cleaning of the described building structure and demised premises as reasonably necessary.

ARTICLE 6. QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE 7. USE OF PREMISES

1. The demised premises shall be occupied and used by Lessee for uses directly associated with the business of the Friends of the Cemetery and related activities necessary to the Spring Grove Cemetery. The Friends of the Cemetery shall be permitted the use of their portions of the building at any and all times whether the Spring Grove Cemetery is open or closed.

2. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean.
- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

3. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

4. Lessor reserves the right to modify, repair, improve, or make any other alterations to its portion of the inside of the building structure, excluding Lessee's portions of the building. Lessor further reserves the right to modify, repair, improve, or make any other alterations to the outside of the building.

5. Parking shall be on a first-come, first-served basis, and there shall be no reserved parking spaces for either Lessor or Lessee.

ARTICLE 8. KEYS TO THE PREMISES

Keys to the demised premises shall be limited to two approved individuals from the Friends of the Cemetery. Keys to the demised premises shall be limited to two approved individuals from the City of Medina.

ARTICLE 9. SIGNS

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary, so long as signage complies with City of Medina sign regulations.

ARTICLE 10. ALTERATION

Lessee agrees to pay all costs associated with making improvements to the facility. Lessee covenants and agrees not to make or permit to be made any alterations, improvements, and/or additions to the demised premises or any part thereof, except with the written consent of the Lessor. All alterations, improvements, and additions to said demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 11. MECHANIC'S LIEN

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 12. MAINTENANCE

Lessor covenants and agrees to keep and maintain the exterior and interior portions of the demised premises and building, except for reasonable wear and tear. Any damage caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors shall be properly repaired at the sole cost and expense of Lessee. Lessor specifically agrees to maintain the HVAC, electrical, and plumbing fixtures, and shall further maintain the lawn and shall be responsible for snow removal at the demised premises during winter months.

ARTICLE 13. AMOS MEARS MEMORIAL BUILDING

It is agreed between the parties that the building structure contemplated in this Agreement shall be named the "Amos Mears Memorial Building." It is agreed that the Friends of the Cemetery shall display inside the building structure in areas in joint use by the parties and/or areas controlled by the Friends of the Cemetery a plaque commemorating the monetary

donation from the Mears family and some memorabilia and photographs of the Mears family and construction projects that were completed as a result of assistance from the Mears family.

ARTICLE 14. INDEMNITY AND INSURANCE BY LESSEE

1. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify, and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to person (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, including Lessor's employees or agents, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement.

3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than One Million Dollars (\$1,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure.

ARTICLE 15. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document that Lessee spent on improvements to and maintenance of the demised premises.

ARTICLE 16. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim against the other for loss or damage to their real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party. Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or within the demised premises resulting from fire or from all risks of physical damage, whether or not negligently caused.

ARTICLE 17. PROPERTY IN DEMISED PREMISES

1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor, and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 18. ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements, or additions in the demised premises or to the building of which the demised premises are a part that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee, in whole or in part; and the rent shall in no way abate while

such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in or upon said demised premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 19. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor.

ARTICLE 20. SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

2. Lessee shall, at Lessee's expense, remove all property of Lessee, including exterior signage, and all alterations, additions, and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 22. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and

permitted assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

ARTICLE 23. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent.

ARTICLE 24. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

CITY OF MEDINA,
an Ohio Municipal Corporation

By: _____
DENNIS HANWELL
Its: Mayor

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: _____
By: _____
By: _____
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **FRIENDS OF THE CEMETERY**, by _____, _____, and _____, **its Trustees**, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

OLD LEASE

RCA 14-145
RCA 12-111

fully executed

ORDINANCE NO. 12-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A BUILDING PROJECT AGREEMENT AND A LEASE AGREEMENT WITH THE FRIENDS OF THE CEMETERY, AN OHIO NONPROFIT CORPORATION, FOR THE CONSTRUCTION AND USE OF THE MAINTENANCE BUILDING AND THE AMOS MEARS MEMORIAL BUILDING AT SPRING GROVE CEMETERY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Building Project Agreement and a Lease Agreement with the Friends of the Cemetery, an Ohio nonprofit corporation, for the construction and use of the Maintenance Building and Amos Mears Memorial Building at Spring Grove Cemetery.
- SEC. 2:** That a copy of the Building Project Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 2:** That a copy of the Lease Agreement is marked Exhibit B, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 27, 2015

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 12-15 ADOPTED BY SAID COUNCIL ON 1-26-15
Kathy Patton
CLERK OF COUNCIL

SPRING GROVE CEMETERY
BUILDING PROJECT AGREEMENT

This Agreement made this 26th day of January, 2015, by and between the **CITY OF MEDINA**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. BUILDING PROJECT

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of a three-phase building project at the Spring Grove Cemetery that is owned by the City of Medina. The scope of the project is defined as follows:

- A. **Site Work.** The City of Medina agrees to complete site work at the Spring Grove Cemetery that will accommodate parking lots and site work preparation for a newly completed maintenance building and a second building known as the Amos Mears Memorial Building. The City of Medina agrees to be responsible for the completion of the design and construction of the site work. Plans for the site work shall be completed and maintained on file by the Medina City Engineer. Site work shall be completed in accordance with the plans on file with the City Engineer. Plans for the site work shall be in accord with approval by Friends of the Cemetery. Cost of the site work shall amount to an estimated sum of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300). The City of Medina agrees to advance the cost for completion of the site work.

Friends of the Cemetery agrees to donate to the City of Medina a sum of One Hundred Thirty-seven Thousand Nine Hundred Fifty Dollars (\$137,950) upon completion of the site work. The City's share toward the Two Hundred Forty-two Thousand Three Hundred Dollar (\$242,300) cost on the site work shall come to a sum of One Hundred Four Thousand Three Hundred Fifty Dollars (\$104,350). If completion of the site work project amounts to a sum of less than the total cost of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300), the parties hereto agree that the Friends of the Cemetery's share of the project shall amount to fifty-seven percent (57%) of the total and the City of Medina's share of the site work project shall amount to a sum of forty-three percent (43%) of the total cost. The parties hereto agree that the Friends of the Cemetery's share of the site work project amounting to a sum of fifty-seven percent (57%) of the project shall be considered a donation toward completion of the project after the City of Medina has completed the project.

If bids for the site work are in excess of the estimated cost of the project, the parties agree that the site plan will be modified by mutual agreement so that the work completed stays within the maximum estimated budget of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300).

- B. **Maintenance Building.** The City of Medina agrees to be responsible for demolition of the existing maintenance building and completion of design and construction of a new maintenance building at an estimated cost of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500). Plans for the maintenance building are on file with the City Engineer. The City of Medina agrees to be responsible for the entirety of the cost associated with demolition, design, and construction of a new maintenance building at the Spring Grove Cemetery.

If bids for the maintenance building are in excess of the estimated cost of the building, the parties agree that the plans for the maintenance building may have to be modified so that the work completed stays within the maximum estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500), or, alternatively, all bids will be rejected and the project re-bid. The parties agree to discuss any modification that may be needed to the project to stay within budget, but the City of Medina retains final authority to decide upon modifications necessary to bring the project within budget. If bids on the maintenance building are in excess of the estimated cost of the building, the City of Medina agrees to commit Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500) to the project and discuss the possibility of the Friends of the Cemetery adding additional money to the maintenance building project. If bids for the maintenance building come within the estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500) or less, the building shall be completed in accordance with the original plans currently approved by both parties at the accepted bid amount.

- C. **Amos Mears Memorial Building.** The Friends of the Cemetery agrees to be responsible for the design and construction of a new building structure known as the Amos Mears Memorial Building. The Amos Mears Memorial Building will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is currently on file with the Medina City Engineer. The Amos Mears Memorial Building will be located on Permanent Parcel No. 028-19B-21-304. The Friends of the Cemetery agrees to be responsible for the design and construction cost associated with the completion of the Amos Mears Memorial Building structure. The estimated cost of the building amounts to a sum of Two Hundred Fifty-five Thousand Dollars (\$255,000). The design of and construction plans for the Amos Mears Memorial Building is currently on file with the Medina City Engineer. The Amos Mears Memorial Building shall be completed in accordance with the building plans currently on file with the City Engineer. The City of Medina shall not be responsible for costs associated with design and construction of the Amos Mears Memorial Building.

Upon completion of the Amos Mears Memorial Building, the Friends of the Cemetery hereby agrees to donate the building to the City of Medina, and the City of Medina hereby agrees to accept the donation of the building. Use of the Amos Mears Memorial Building shall be subject to the Lease Agreement between the City of Medina and the Friends of the Cemetery, a copy of which is attached hereto and incorporated herein as "Exhibit A." Friends of the Cemetery agrees to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with completion of design and construction of the Amos Mears Memorial Building pursuant to the plans now on file with the Medina City Engineer.

If bids for the Amos Mears Memorial Building are in excess of the estimated cost of the project, the parties agree that the building plans will be modified by mutual agreement so that work completed stays within the maximum estimated budget of Two Hundred Fifty-five Thousand Dollars (\$255,000). If bids for the Amos Mears Memorial Building are within the estimated budget of Two Hundred Fifty-five Thousand Dollars (\$255,000), the building shall be completed in accordance with the original plans currently approved by both parties.

ARTICLE 2. COSTS

Costs for the three (3) phases associated with completion of the Spring Grove Cemetery building project as currently estimated are set forth as follows:

<u>Item</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Friends Share</u>
Site Work Package (design and construction)	\$242,300	\$104,350	\$137,950
Maintenance Building (design, construction, and demo of existing building)	\$363,500	\$363,500	
Amos Mears Memorial Building (design and construction)	<u>\$255,000</u>	_____	<u>\$255,000</u>
TOTAL	\$860,800	\$467,850	\$392,950

ARTICLE 3. TIME OF COMPLETION

The parties hereto agree that the design and construction of the site work, and demolition, design, and construction of a new maintenance building, and design and construction of the Amos Mears Memorial Building structure shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the construction projects. The respective projects shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 4. MECHANIC'S LIEN

Any mechanic's lien filed as against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished to the Friends of the Cemetery shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 5. BONDING

The Friends of the Cemetery agrees that the contractor hired by the Friends to construct the Amos Mears Memorial Building shall provide to the City of Medina and shall maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 6. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 7. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Friends of the Cemetery. Each term and each provision of this Agreement to be performed by the Friends of the Cemetery shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Friends of the Cemetery is not intended to constitute a consent to assignment by the Friends of the Cemetery, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 8. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

Hector Patten
Dawn Linnell

CITY OF MEDINA,
an Ohio Municipal Corporation

By: *Dennis Hanwell*
DENNIS HANWELL
Its: Mayor

Judy M. Remy
[Signature]

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: *Jean A. Muehle*
By: *John A. Bell*
By: *[Signature]*
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the CITY OF MEDINA by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Landra Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared FRIENDS OF THE CEMETERY, by Teresa A Merke, John A. Bell, and Gerrey Bunker, its Trustees, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of February, 2015.

Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

LEASE

This Lease is made on this 26th day of January, 2015, by and between the **CITY OF MEDINA**, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

ARTICLE 1. DEMISED PREMISES

1. Lessor hereby leases to the Lessee the following described premises hereinafter called "demised premises," situated in the City of Medina, County of Medina, and State of Ohio:

The demised premises is the building structure as defined by the blueprints of the structure attached hereto and incorporated herein as "Exhibit A." Said building structure will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is attached hereto and incorporated herein as "Exhibit B." The building structure will be located on Permanent Parcel No. 028-19B-21-304.

2. Lessee has inspected the demised premises, and Lessee accepts the demised premises in "as is" condition and acknowledges that Lessor made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

3. It is agreed and understood between the parties that the Friends of the Cemetery shall have exclusive use of an office the approximate size of 14' x 11' with an accompanying and adjoining storage room inside the described building structure and that the parties shall enjoy the joint use of the lobby, the conference room, the corridors, and the public restrooms inside of the described building structure. It is agreed between the parties that the City of Medina will have the exclusive use of the remainder of the building structure for its business purposes.

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of fifty (50) years to commence upon the signing of this Lease Agreement and ending fifty (50) years therefrom. The Friends of the Cemetery shall have the right to renew the term of the Lease for an additional two (2), twenty-five (25) year terms for a total possible occupancy of the building structure amounting to a term of one hundred (100) years. If the Friends of the Cemetery should dissolve or cease to exist, this Lease Agreement shall automatically terminate, and the City shall have exclusive use of the building.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between Lessor and Lessee for the use of the afore-described building. The parties agree that Friends of the Cemetery shall pay for all costs of construction of the building and its associated parking lot. Friends of the Cemetery shall, upon completion of construction, donate the building and its associated parking lot to the City of Medina. In consideration of the donation, there shall be no exchange of rent monies for the term of this agreement.

ARTICLE 4. CONSTRUCTION EXPENSES AND LIENS

Lessee agrees to indemnify and save harmless Lessor from all expenses, liens, claims, or damages to either persons or property arising out of construction of and associated improvements to the subject building and parking lot.

ARTICLE 5. UTILITIES

Lessor covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. To the extent reasonably possible, utilities shall be put into Lessor's name. Lessor agrees to provide for the periodic cleaning of the described building structure and demised premises as reasonably necessary.

ARTICLE 6. QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE 7. USE OF PREMISES

1. The demised premises shall be occupied and used by Lessee for uses directly associated with the business of the Friends of the Cemetery and related activities necessary to the Spring Grove Cemetery. The Friends of the Cemetery shall be permitted the use of their portions of the building at any and all times whether the Spring Grove Cemetery is open or closed.

2. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean.

- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

3. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

4. Lessor reserves the right to modify, repair, improve, or make any other alterations to its portion of the inside of the building structure, excluding Lessee's portions of the building. Lessor further reserves the right to modify, repair, improve, or make any other alterations to the outside of the building.

5. Parking shall be on a first-come, first-served basis, and there shall be no reserved parking spaces for either Lessor or Lessee.

ARTICLE 8. KEYS TO THE PREMISES

Keys to the demised premises shall be limited to two approved individuals from the Friends of the Cemetery. Keys to the demised premises shall be limited to two approved individuals from the City of Medina.

ARTICLE 9. SIGNS

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary, so long as signage complies with City of Medina sign regulations.

ARTICLE 10. ALTERATION

Lessee agrees to pay all costs associated with making improvements to the facility. Lessee covenants and agrees not to make or permit to be made any alterations, improvements, and/or additions to the demised premises or any part thereof, except with the written consent of the Lessor. All alterations, improvements, and additions to said demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of

- OLD -

making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 11. MECHANIC'S LIEN

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 12. MAINTENANCE

Lessor covenants and agrees to keep and maintain the exterior and interior portions of the demised premises and building, except for reasonable wear and tear. Any damage caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors shall be properly repaired at the sole cost and expense of Lessee. Lessor specifically agrees to maintain the HVAC, electrical, and plumbing fixtures, and shall further maintain the lawn and shall be responsible for snow removal at the demised premises during winter months.

ARTICLE 13. AMOS MEARS MEMORIAL BUILDING

It is agreed between the parties that the building structure contemplated in this Agreement shall be named the "Amos Mears Memorial Building." It is agreed that the Friends of the Cemetery shall display inside the building structure in areas in joint use by the parties and/or areas controlled by the Friends of the Cemetery a plaque commemorating the monetary donation from the Mears family and some memorabilia and photographs of the Mears family and construction projects that were completed as a result of assistance from the Mears family.

ARTICLE 14. INDEMNITY AND INSURANCE BY LESSEE

1. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify, and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to person (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, including Lessor's employees or agents, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement regardless of whether such claims are alleged to be caused by negligence or otherwise on the part of the Lessor or its employees.

3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than One Million Dollars (\$1,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure.

ARTICLE 15. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document that Lessee spent on improvements to and maintenance of the demised premises.

ARTICLE 16. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim against the other for loss or damage to their real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party. Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or

within the demised premises resulting from fire or from all risks of physical damage, whether or not negligently caused.

ARTICLE 17. PROPERTY IN DEMISED PREMISES

1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor, and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 18. ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements, or additions in the demised premises or to the building of which the demised premises are a part that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee, in whole or in part; and the rent shall in no way abate while such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in or upon said demised premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 19. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor.

ARTICLE 20. SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of

the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

2. Lessee shall, at Lessee's expense, remove all property of Lessee, including exterior signage, and all alterations, additions, and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 22. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

ARTICLE 23. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent.

ARTICLE 24. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms

hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

Kathy Patton
Dawn Bruce

CITY OF MEDINA,
an Ohio Municipal Corporation

By: Dennis Hanwell
DENNIS HANWELL
Its: Mayor

Judy M. Runy
[Signature]

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: [Signature]
By: [Signature]
By: [Signature]
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the CITY OF MEDINA by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Sandra Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared
FRIENDS OF THE CEMETERY, by Teresa H. Merkle,
John A. Gill, and Gerry Gussner, its Trustees, who executed
the foregoing instrument in my present and acknowledged the same to be the voluntary act of
said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd
day of February, 2015.

Kimberly H. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2019

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

STUDIOS
 ARCHITECTURAL & ENGINEERING
 10000 W. 120th St., Suite 100
 Overland Park, KS 66213
 Phone: 913.666.1200
 Fax: 913.666.1201
 www.studios.com

**NEW BUILDINGS FOR
 SPRING GROVE CEMETERY**
 SPRING GROVE STREET
 MEDINA, OHIO 44268

DATE: 01/14/08
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

SP-1

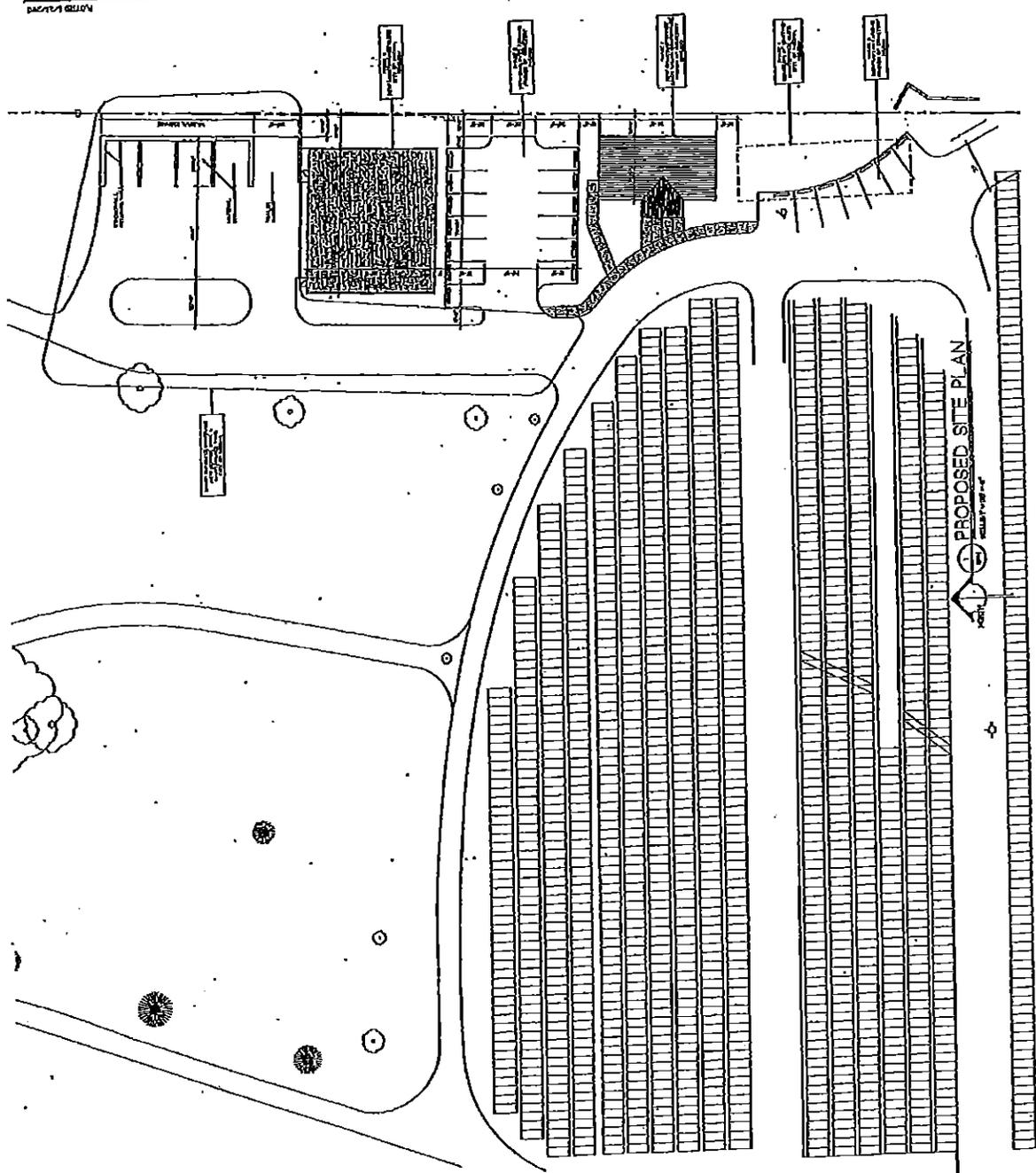


EXHIBIT A

STUDIO
 ARCHITECTURE
 10000 W. 12th Street
 Suite 100
 Overland Park, KS 66211
 Phone: (913) 241-1100
 Fax: (913) 241-1101
 www.studioarchitect.com

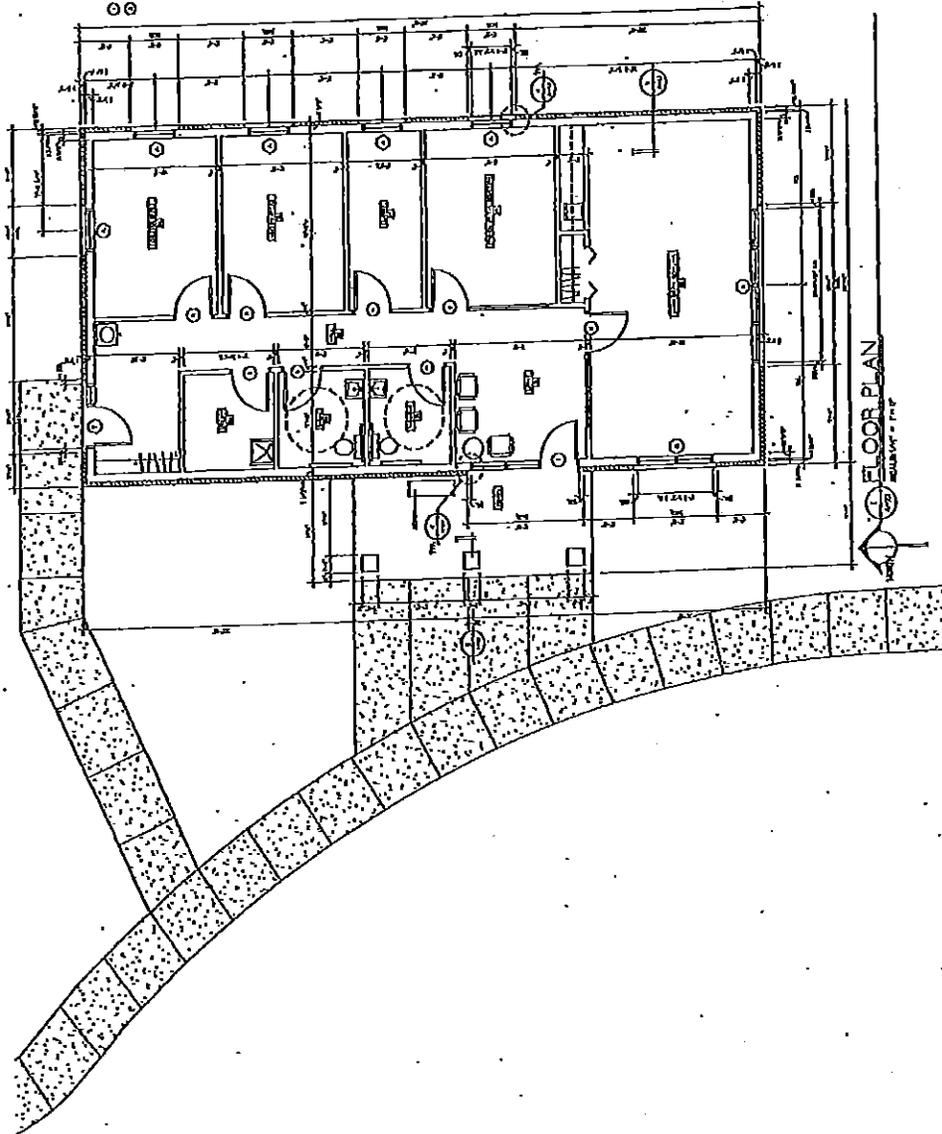
NEW OFFICE BUILDING FOR
 SPRING GROVE CEMETERY
 SPRING GROVE STREET
 MEDINA, OHIO 44288

DATE: 08/11/09
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]

A-2.1

North Arrow

FLOOR PLAN NOTES

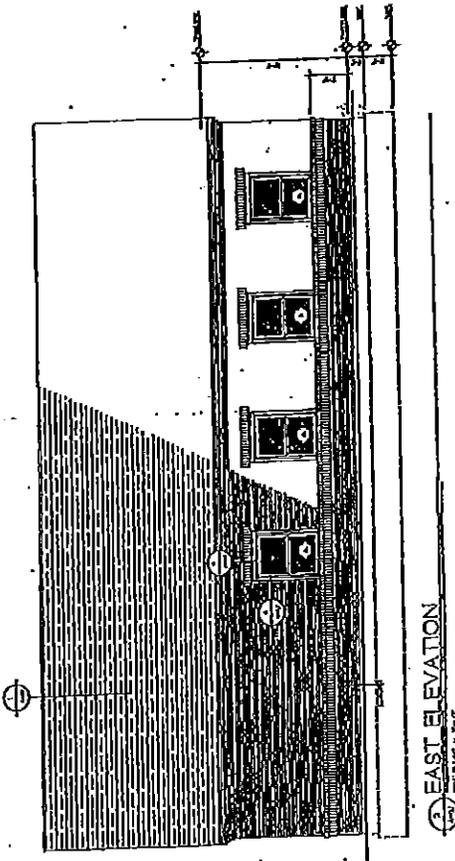


FLOOR PLAN
 08/11/09

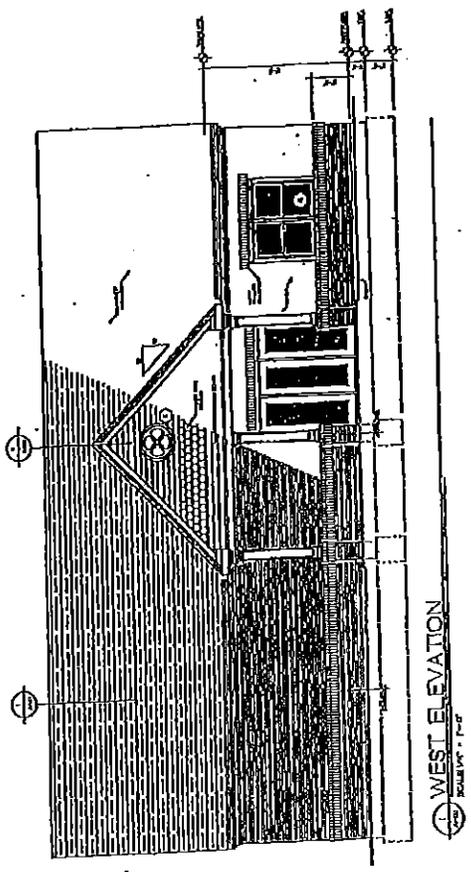


NSI OFFICE BUILDING FOR
 SPRING GROVE CEMETERY
 SPRING GROVE STREET
 MEDINA, OHIO 44268

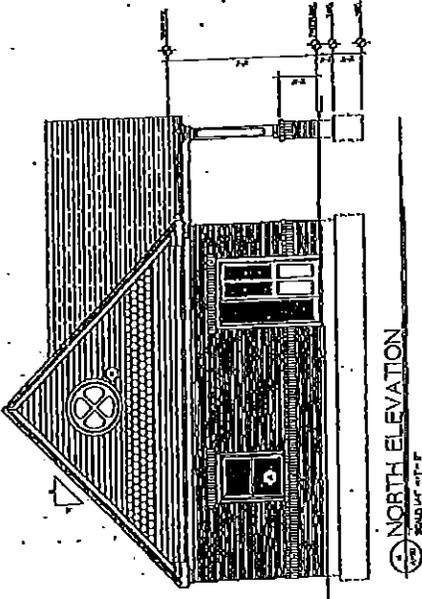
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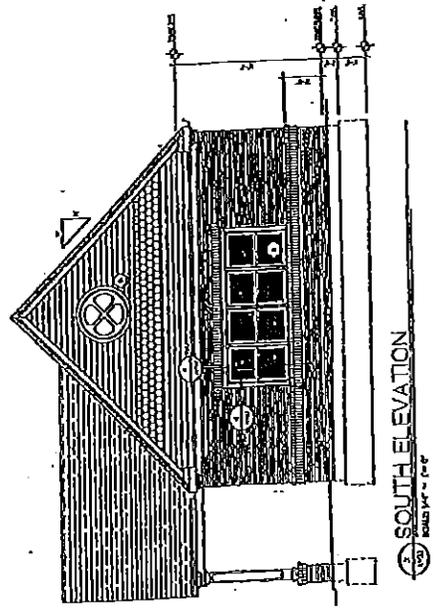
EAST ELEVATION
 SCALE 1/4" = 1'-0"



WEST ELEVATION
 SCALE 1/4" = 1'-0"



NORTH ELEVATION
 SCALE 1/4" = 1'-0"



SOUTH ELEVATION
 SCALE 1/4" = 1'-0"

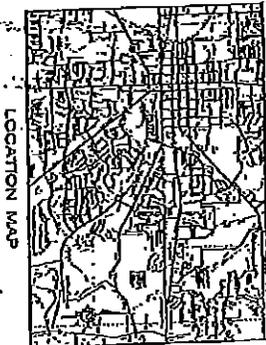
- WINDOW SCHEDULE
- 1. 12" x 12" Double Hung Window
 - 2. 12" x 12" Double Hung Window
 - 3. 12" x 12" Double Hung Window
 - 4. 12" x 12" Double Hung Window
 - 5. 12" x 12" Double Hung Window
 - 6. 12" x 12" Double Hung Window
 - 7. 12" x 12" Double Hung Window
 - 8. 12" x 12" Double Hung Window
 - 9. 12" x 12" Double Hung Window
 - 10. 12" x 12" Double Hung Window

Architectural drawing of the building elevations.

SPRING GROVE CEMETERY

ENGINEERED SITE PLANS

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



LOCATION MAP

INDEX OF DRAWINGS

- 1 - TITLE SHEET
- 2 - EXISTING CONDITIONS PLAN
- 3 - SITE DIMENSION/PAVING PLAN
- 4 - SITE UTILITY PLAN
- 5-6 - SITE GRADING/STORMWATER MANAGEMENT PLAN
- 7 - MISCELLANEOUS NOTES & DETAILS
- 8-9 - CITY OF MEDINA WATER MAIN DETAIL SHEETS
- 10 - CITY OF MEDINA STORM SEWER DETAIL SHEET



THIS PROJECT WAS
DESIGNED BY
GUNNINGHAM & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF OHIO, LICENSE NO. 10454

DATE: 10/15/2014

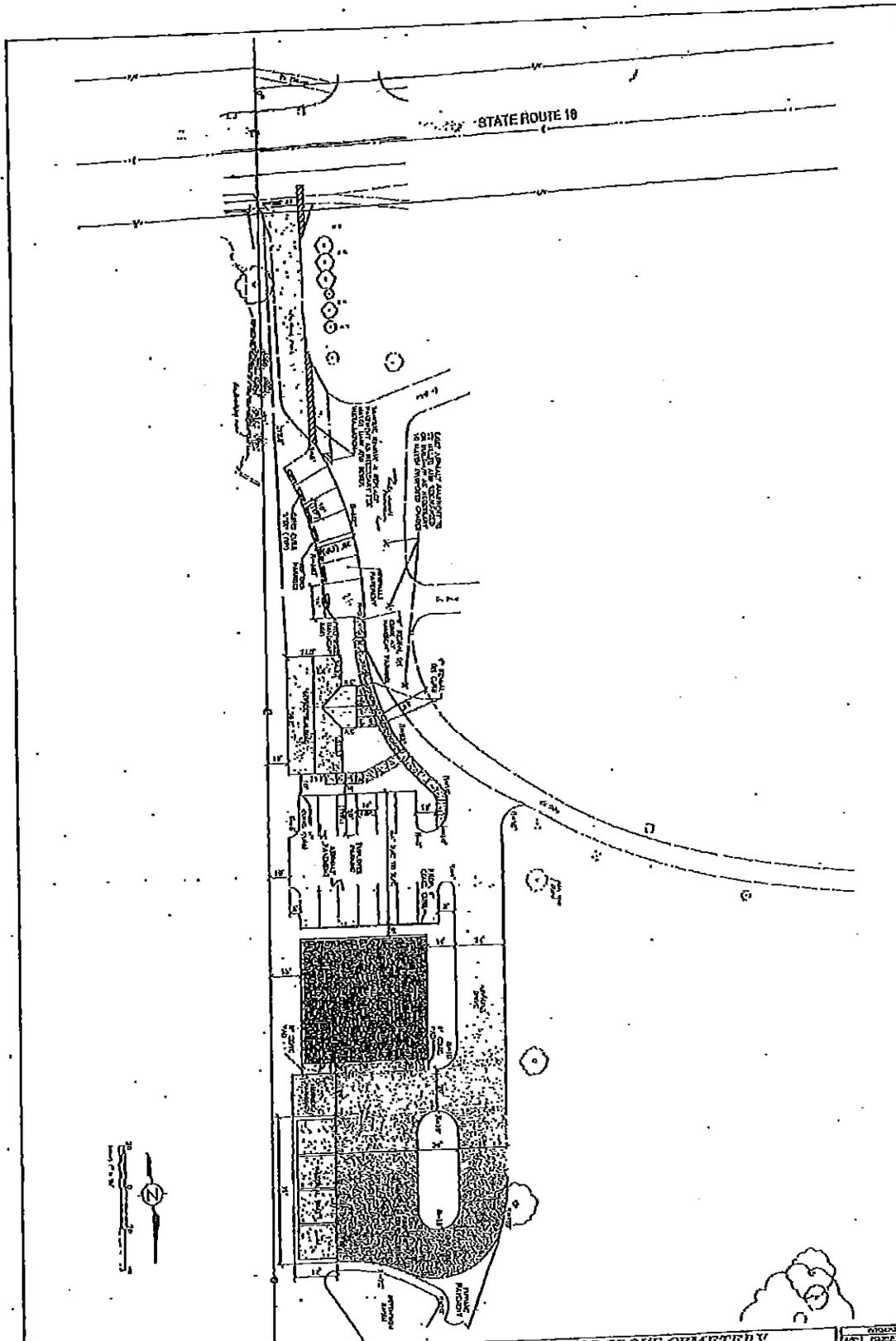


SPECIAL NOTES:

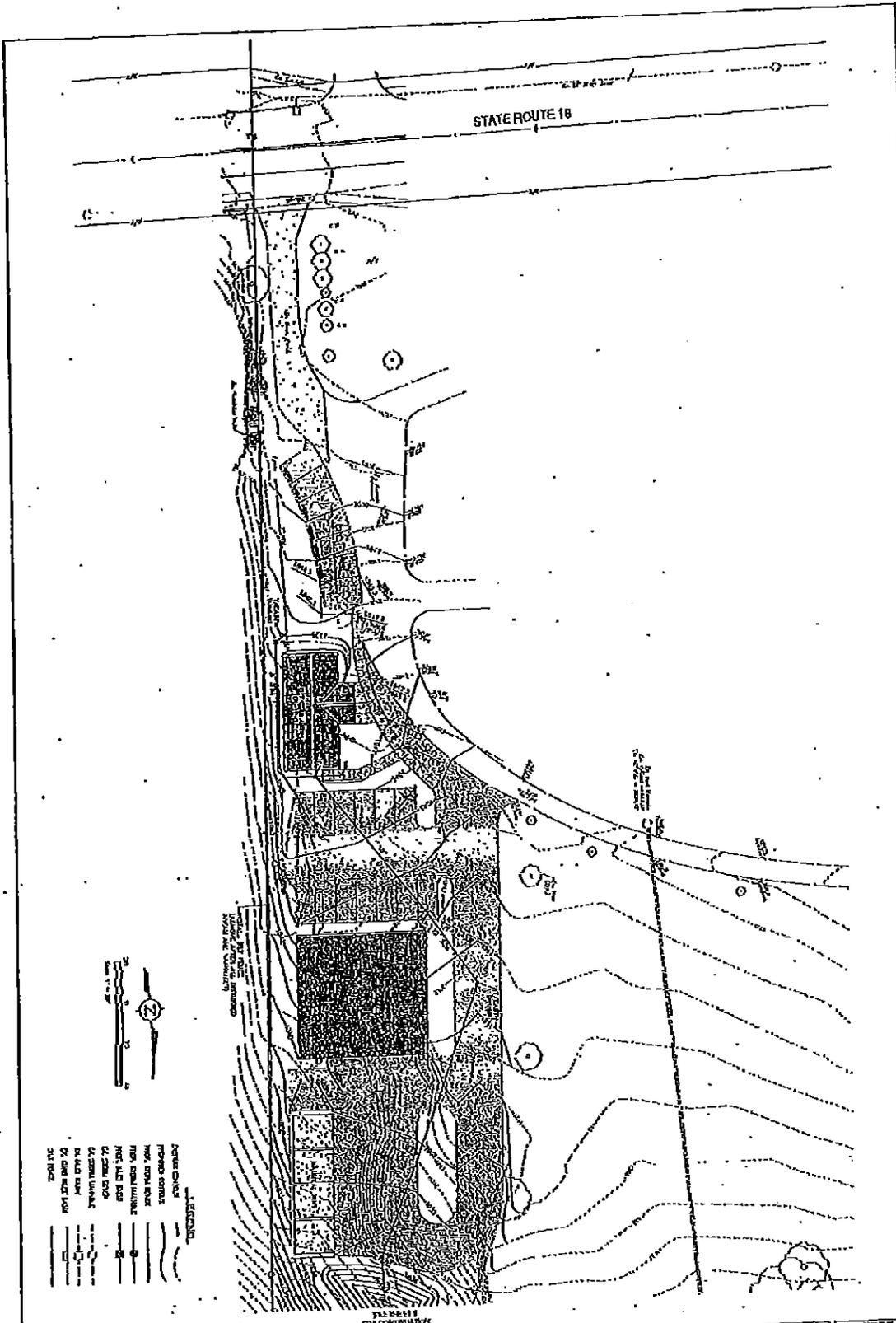
1. ALL UTILITIES ARE SHOWN AS EXISTING UNLESS OTHERWISE NOTED.
2. THE EXISTING CONDITIONS PLAN IS BASED ON THE 2011 CITY OF MEDINA ASSESSOR'S MAP AND THE 2011 CITY OF MEDINA WATER MAIN AND STORM SEWER MAPS.
3. THE PROPOSED SITE PLANS ARE BASED ON THE 2011 CITY OF MEDINA ASSESSOR'S MAP AND THE 2011 CITY OF MEDINA WATER MAIN AND STORM SEWER MAPS.
4. THE PROPOSED SITE PLANS ARE BASED ON THE 2011 CITY OF MEDINA ASSESSOR'S MAP AND THE 2011 CITY OF MEDINA WATER MAIN AND STORM SEWER MAPS.
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10. THE PROPOSED SITE PLANS ARE BASED ON THE 2011 CITY OF MEDINA ASSESSOR'S MAP AND THE 2011 CITY OF MEDINA WATER MAIN AND STORM SEWER MAPS.

TITLE SHEET 1 10	SPRING GROVE CEMETERY CITY OF MEDINA	GUNNINGHAM & ASSOCIATES, INC. CIVIL ENGINEERING AND SURVEYING 100 W. WATER STREET, SUITE 200, MEDINA, OHIO 44028
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EXHIBIT B

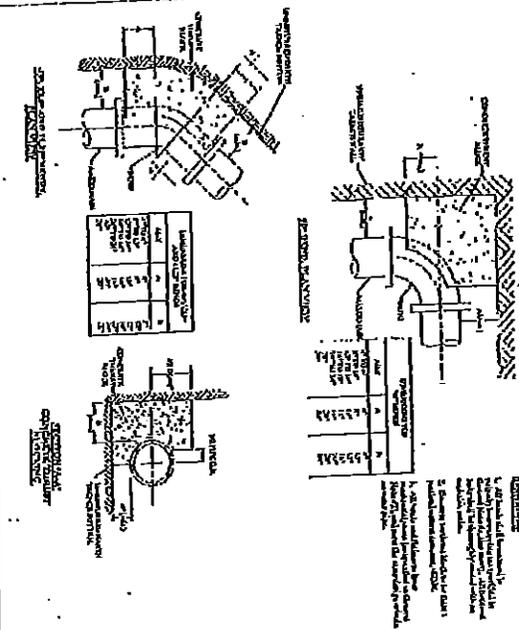


3 10	SITE DIMENSION AND PAVING PLAN	SPRING GROVE CEMETERY <small>CITY OF UICOLA COUNTY OF HICKORY</small>	<small>SECTION 16</small> CUNNINGHAM & ASSOCIATES, INC. <small>CIVIL ENGINEERS AND SURVEYORS</small> <small>25 W. MARKET ST. WILKES, N.C. 27179</small>	<table border="1"> <tr><td>DATE</td><td> </td></tr> <tr><td>BY</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	DATE		BY																																				
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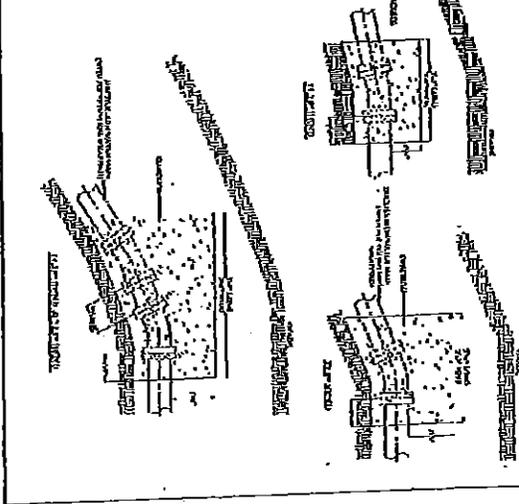


<p>10 5</p>	<p>SITE GRADING AND STORMWATER PREVENTION PLAN</p>	<p>SPRING GROVE CEMETERY <small>located in</small> CUNNINGHAM & ASSOCIATES, INC. <small>CIVIL ENGINEERING and SURVEYING</small> <small>215 Lincoln St. Lincoln, MA 01904</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">NO.</td> <td style="font-size: small;">DATE</td> <td style="font-size: small;">BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY									
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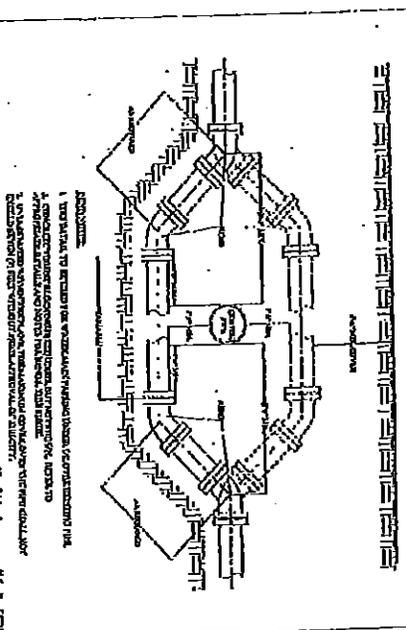
SEWERAGE TREATMENT PLANT - PRELIMINARY PLAN



SEWERAGE TREATMENT PLANT - GENERAL NOTES

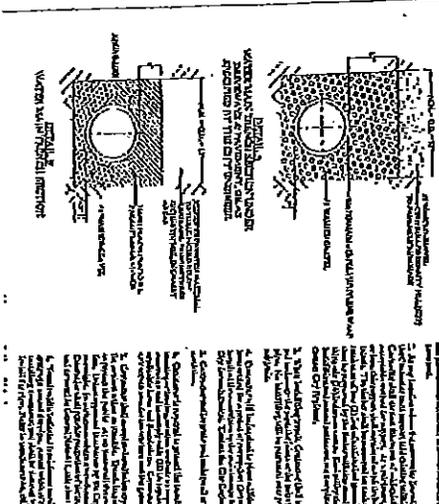


STANDARD OPERATING DATA



1. TREATMENT TO BE USED FOR WASTEWATER TREATMENT (SEE SPECIFICATIONS FOR DETAILS)
2. OPERATING COSTS (SEE SPECIFICATIONS FOR DETAILS)
3. OPERATING COSTS (SEE SPECIFICATIONS FOR DETAILS)
4. OPERATING COSTS (SEE SPECIFICATIONS FOR DETAILS)
5. OPERATING COSTS (SEE SPECIFICATIONS FOR DETAILS)

DESIGN



1. The design of the plant shall be based on the following assumptions:
 - a. Influent flow shall be based on the design flow rate of 100,000 GPD.
 - b. Influent BOD shall be based on the design BOD of 200 mg/l.
 - c. Influent SS shall be based on the design SS of 100 mg/l.
 - d. Influent pH shall be based on the design pH of 7.0.
 - e. Influent temperature shall be based on the design temperature of 60°F.
2. The design of the plant shall be based on the following assumptions:
 - a. Influent flow shall be based on the design flow rate of 100,000 GPD.
 - b. Influent BOD shall be based on the design BOD of 200 mg/l.
 - c. Influent SS shall be based on the design SS of 100 mg/l.
 - d. Influent pH shall be based on the design pH of 7.0.
 - e. Influent temperature shall be based on the design temperature of 60°F.

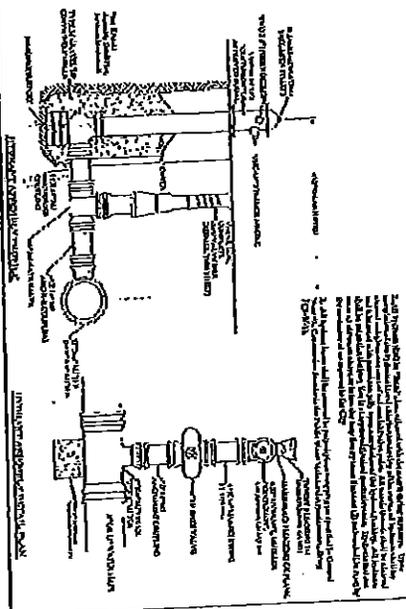
GENERAL NOTES

1. All construction shall be in accordance with the specifications and standards of the City of Medina, Ohio, and the State of Ohio, and shall be subject to the approval of the City Engineer.
2. The contractor shall be responsible for obtaining all necessary permits and licenses from the appropriate authorities.
3. The contractor shall be responsible for the design and construction of the plant, and shall provide all necessary drawings and specifications.
4. The contractor shall be responsible for the operation and maintenance of the plant, and shall provide all necessary personnel and equipment.
5. The contractor shall be responsible for the safety of the plant, and shall provide all necessary safety equipment and procedures.
6. The contractor shall be responsible for the environmental protection of the plant, and shall provide all necessary measures to prevent pollution.
7. The contractor shall be responsible for the quality control of the plant, and shall provide all necessary testing and inspection services.
8. The contractor shall be responsible for the completion of the plant, and shall provide all necessary documentation and records.
9. The contractor shall be responsible for the training of the plant operators, and shall provide all necessary training materials and courses.
10. The contractor shall be responsible for the maintenance of the plant, and shall provide all necessary maintenance services and parts.

ISSUES		CITY OF MEDINA	
NO.	DATE	NO.	DATE
1		1	
2		2	
3		3	
4		4	
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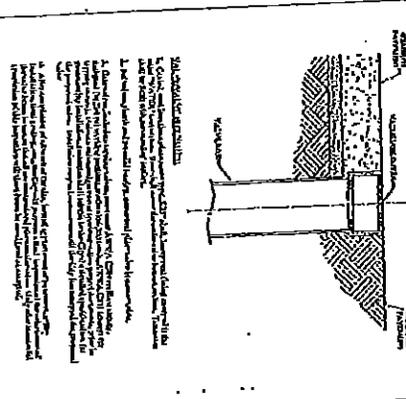
CONSTRUCTION STANDARDS
Public Works Division
and Administration
March-April 8, 1970

FIELD INSTALLATION



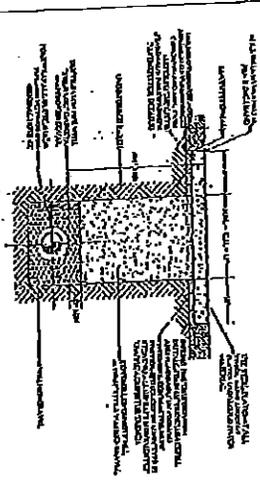
1. A well is drilled and cased to a depth of 100 feet below the water table. The casing is cemented in place and a gravel pack is placed around the casing. The pump and motor are installed in the well and the well is sealed at the surface. The well is then tested for water and the flow rate is determined. The well is then installed in the field and the pump and motor are connected to the power source.

VALVE & WATER BOX

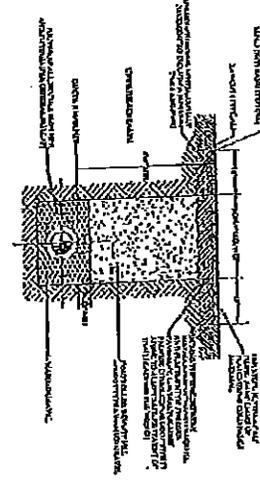


1. A valve and water box are installed in the well. The valve is used to control the flow of water from the well. The water box is used to collect water from the well. The well is then tested for water and the flow rate is determined. The well is then installed in the field and the valve and water box are connected to the power source.

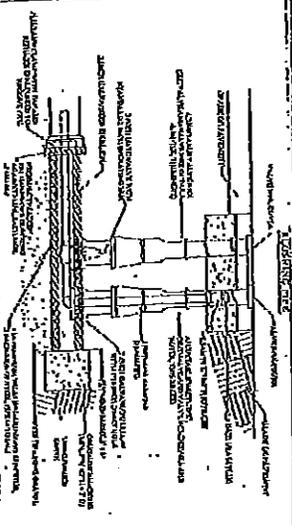
STEEL PIPING - OPEN CUT INSTALL



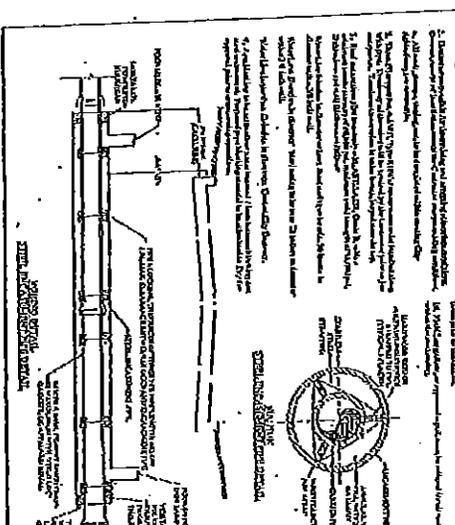
1. A steel pipe is installed in a trench. The pipe is surrounded by gravel and concrete. The pipe is then tested for water and the flow rate is determined. The pipe is then installed in the field and the gravel and concrete are connected to the power source.



1. A steel pipe is installed in a trench. The pipe is surrounded by gravel and concrete. The pipe is then tested for water and the flow rate is determined. The pipe is then installed in the field and the gravel and concrete are connected to the power source.

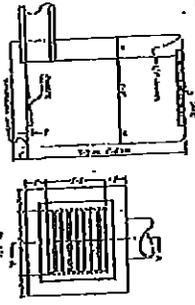


1. A well is drilled and cased to a depth of 100 feet below the water table. The casing is cemented in place and a gravel pack is placed around the casing. The pump and motor are installed in the well and the well is sealed at the surface. The well is then tested for water and the flow rate is determined. The well is then installed in the field and the pump and motor are connected to the power source.



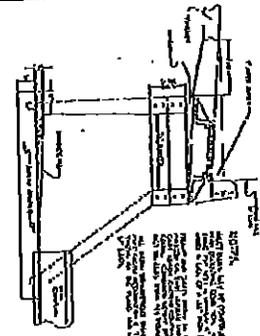
1. A well is drilled and cased to a depth of 100 feet below the water table. The casing is cemented in place and a gravel pack is placed around the casing. The pump and motor are installed in the well and the well is sealed at the surface. The well is then tested for water and the flow rate is determined. The well is then installed in the field and the pump and motor are connected to the power source.

REVISIONS	CITY OF MEDINA
1. Initial	Construction Services
2. Final	Field Work/Field
3. Approved	Field Work/Field
4. Approved	Field Work/Field



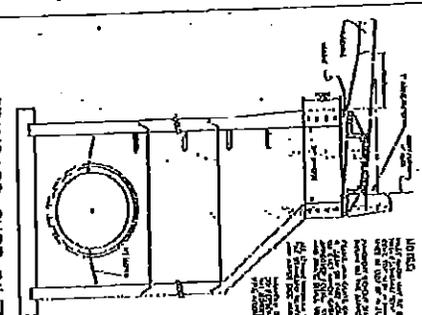
STANDARD NO. 2 2 B INLET BASIN

NOTES:
 1. THIS BASIN IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE BASIN SHALL BE 36" WIDE BY 36" DEEP.
 5. THE BASIN SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



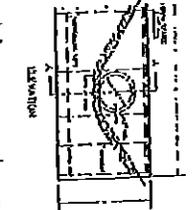
STANDARD CURB INLET BASIN

NOTES:
 1. THIS BASIN IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE BASIN SHALL BE 36" WIDE BY 36" DEEP.
 5. THE BASIN SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



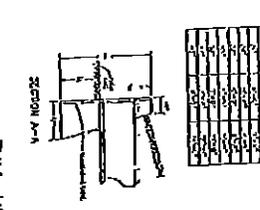
STANDARD CURB INLET MANHOLE

NOTES:
 1. THIS MANHOLE IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE MANHOLE SHALL BE 36" WIDE BY 36" DEEP.
 5. THE MANHOLE SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



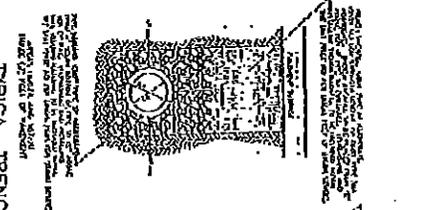
TYPICAL TRENCH SECTIONS

NOTES:
 1. THE TRENCH SHALL BE 36" WIDE BY 36" DEEP.
 2. THE TRENCH SHALL BE 18" HIGH.
 3. THE TRENCH SHALL BE 18" WIDE.
 4. THE TRENCH SHALL BE 18" DEEP.
 5. THE TRENCH SHALL BE 18" THICK.
 6. THE TRENCH SHALL BE 18" LONG.



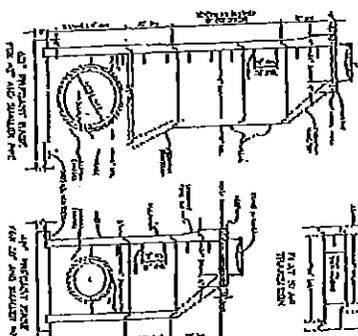
FULL HEADWALL DETAIL

NOTES:
 1. THIS HEADWALL IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE HEADWALL SHALL BE 36" WIDE BY 36" DEEP.
 5. THE HEADWALL SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



TYPICAL STORM SEWER CONNECTION

NOTES:
 1. THIS CONNECTION IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE CONNECTION SHALL BE 36" WIDE BY 36" DEEP.
 5. THE CONNECTION SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



STANDARD REINFORCED PRECAST MANHOLE

NOTES:
 1. THIS MANHOLE IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE MANHOLE SHALL BE 36" WIDE BY 36" DEEP.
 5. THE MANHOLE SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



STORM SEWER INLET

NOTES:
 1. THIS INLET IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE INLET SHALL BE 36" WIDE BY 36" DEEP.
 5. THE INLET SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.



TYPICAL STORM SEWER CONNECTION

NOTES:
 1. THIS CONNECTION IS TO BE CONSTRUCTED OF PRECAST CONCRETE WITH A MINIMUM WALL THICKNESS OF 8" AND A MINIMUM CURB THICKNESS OF 6".
 2. THE CURB SHALL BE FINISHED WITH A 1/2" RADIUS TOP EDGE.
 3. THE INLET SHALL BE 24" WIDE BY 24" DEEP.
 4. THE CONNECTION SHALL BE 36" WIDE BY 36" DEEP.
 5. THE CONNECTION SHALL BE 18" HIGH.
 6. THE CURB SHALL BE 18" HIGH.
 7. THE CURB SHALL BE 18" WIDE.
 8. THE CURB SHALL BE 18" DEEP.
 9. THE CURB SHALL BE 18" THICK.
 10. THE CURB SHALL BE 18" LONG.

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	REMARKS
1	STANDARD CURB INLET BASIN	1	EA		
2	STANDARD CURB INLET MANHOLE	1	EA		
3	TYPICAL TRENCH SECTION	1	EA		
4	FULL HEADWALL DETAIL	1	EA		
5	TYPICAL STORM SEWER CONNECTION	1	EA		
6	STANDARD REINFORCED PRECAST MANHOLE	1	EA		
7	STORM SEWER INLET	1	EA		
8	TYPICAL STORM SEWER CONNECTION	1	EA		

CITY OF MEDINA
 CONSTRUCTION STANDARDS
 STORM SEWERS
 Sheet Number:
 10 of 10

RESOLUTION NO. 65-16

A RESOLUTION ACCEPTING THE DONATION OF PROCEEDS RAISED BY THE SALE OF PAVERS AT BICENTENNIAL COMMONS, AND TO CREDIT THE FUNDS TO GO TOWARDS THE 2018 BICENTENNIAL CELEBRATION.

WHEREAS: The Parks Department has requested Council consider offering a third round of engraved paver sales at the Bicentennial Commons, with the proceeds from these sales after installation, being deposited in the Bicentennial Fund (#902) to go towards the 2018 Bicentennial Celebration.

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

SEC. 1: That the City hereby supports and accepts the donation of proceeds raised by the third round of paver sales at Bicentennial Commons.

SEC. 2: That the funds raised, after installation, shall be credited to the Bicentennial Fund (#902) to be used towards the 2018 Bicentennial celebration.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 66-16

A RESOLUTION SUPPORTING THE APPLICATION BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) DISTRICT 3 TO THE OHIO TRANSPORTATION REVIEW ADVISORY COUNCIL (TRAC) FOR FUNDING FOR THE RECONSTRUCTION AND WIDENING OF SR 18 FROM ALBER DRIVE IN MEDINA CITY TO NETTLETON ROAD IN MEDINA AND MONTVILLE TOWNSHIPS, AND DECLARING AN EMERGENCY.

WHEREAS: The Ohio Department of Transportation (ODOT) District 3 is submitting an application to the Ohio Transportation Review Advisory Council (TRAC) for funding for the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships; and

WHEREAS: The Ohio Transportation Review Advisory Council (TRAC) funding guidelines and Northeast Ohio Area-wide Coordinating Agency (NOACA) Regional Transportation Investment Strategy policies give higher priority to those highway projects where local and private sponsors contribute significant funds for their construction; and

WHEREAS: The Ohio Department of Transportation (ODOT) District 3 has estimated the Total Project Cost to be approximately \$31.8 million with expected contribution coming from the City of Medina, Medina Township, Montville Township and Medina County.

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

SEC. 1: That the City of Medina strongly endorses the proposed application to the Ohio Transportation Review Advisory Council (TRAC) to complete the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships

SEC. 2: That the City of Medina hereby commits to a financial commitment of \$250,000 for the SR 18 (E. Washington Street) Improvement Project.

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

SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; 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