

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 12, 2014  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 28, 2014)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**  
(speakers limited to 5 min.)

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

Res. 75-14

A Resolution donating twelve (12) Dell Computers to the Medina City Schools.

Ord. 76-14

An Ordinance authorizing the Mayor to enter into a Lease Agreement with Intervention for Peace, Inc. for the property located at 406 S. Broadway Street.

Ord. 77-14

An Ordinance authorizing the Purchase of one (1) 2015 F-250 Four Wheel Drive Truck equipped with a Reading Steel Service Body from Montrose Ford for the Street Department.

Ord. 78-14

An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the completion of the US 42 Improvement Project.  
(emergency clause requested)

Res. 79-14

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

Res. 80-14

A Resolution requesting the Medina County Auditor to certify the total current tax valuation and the dollar amount of revenue that would be generated for the renewal of 2.2 mills for the operation of an Ambulance and Emergency Medical Service.  
(emergency clause requested)

Ord. 81-14

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

Ord. 82-14

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina and the Wheeling and Lake Erie Railway Company relative to the reconstruction of the West Smith Road dual crossing.  
(emergency clause requested)

**Council comments.**

**Adjournment.**

**Opening:**

Medina City Council met in regular, open session on Monday, April 28<sup>th</sup>, 2014. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

**Roll Call:**

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

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

**Minutes:**

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

**Reports of Standing Committees:**

Finance Committee: Reported they met prior to this meeting and will meet again in 2 weeks.

Health, Safety & Sanitation Committee: Mr. Rose had no report. He is working on scheduling a meeting soon to discuss utility rates.

Public Properties Committee: Mr. Shields reported they will meet Monday, May 5<sup>th</sup> at 5 p.m. to discuss the City Pool.

Special Legislation Committee: Mr. Lamb had no report or meeting scheduled.

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

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

**Requests for Council Action:**

**Finance Committee**

- 14-084-4/28 – General Liability Insurance Renewal – Wells Fargo 2014-2015
- 14-085-4/28 – Crime & Airport Liability Renewal – A.J. Gallagher 2014-2015
- 14-086-4/28 – Donation of 12 computers to the Medina City Schools – MCRC
- 14-087-4/28 – Budget Amendment
- 14-088-4/28 – Intervention for Peace Proposal – 406 S. Broadway
- 14-089-4/28 – Purchase 2015 F-250 – Streets
- 14-090-4/28 – Preliminary Legislation – ODOT, US 42 Improvement Project
- 14-091-4/28 – Payment Over \$3,000 – H.S.H. Construction
- 14-092-4/28 – Levy Renewal - Auditor Certification – 2.2 mill Ambulance Levy

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported the following:

- 1) New City Website- Some adjustments still being made and information uploaded, but please let us know of any concerns or suggestions. Daily more information is added.
- 2) Building Official replacement process - Advertising for another round; second round of interviews were not successful; third round this past Friday, 4/11; one candidate working on needed credentials.
- 3) Cleanup of City- After a long and brutal winter, respectfully requesting residents and neighbors to help with cleanup of trash or debris that may have accumulated over the past several months. City staff with community service workers are trying to monitor cleanup in some areas, but help is needed throughout the city. Newspaper and debris blocking storm sewer grates thereby increasing flood risks.
- 4) National Day of Prayer events being scheduled/planned for Thursday, May 1, 2014 – Mayor’s Prayer Breakfast at Williams on the Lake 7-8:30 a.m.; noon Prayer service on Public Square (United Church of Christ Congregational in case of rain); and evening prayer service at Cornerstone Chapel, 7-8:30 p.m. All but the breakfast are free. Breakfast will be \$15, with tickets now available at most local churches and the Mayor’s office. Must rsvp for breakfast by Tue. 4/29 a.m. for food preparation.
- 5) Medina Community Band Spring Concert at Performing Arts Center- Sunday, May 4, at 2 p.m. No charge and no tickets necessary.

**Keith Dirham, Finance Director,** reported the following:

There are several items on tonight’s agenda that originated with the finance meeting earlier and I will comment on those when we get there. We had our first budget hearing meeting last week and our second one is tomorrow.

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

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

**Kimberly Rice, Economic Development Director,** reported the following:

We are having the second public meeting for the Medina Downtown Strategic Redevelopment Plan. The draft plan will be presented in an open house format so there will not be a formal presentation this time. Opportunities will be provided one more time for the public to give comments and feedback on the concepts presented. The meeting is Tuesday, May 27<sup>th</sup> from 5 p.m. to 7 p.m. here at City Hall.

**Jonathon Mendel, Community Development Director,** reported the Boards & Commissions meetings are set for next Thursday, May 9<sup>th</sup> at 5 p.m.

**Mike Wright, Recreation Center Director,** reported the following:

The Rec. Advisory Board meeting for May has been cancelled and rescheduled for June. The budget hearing for the MCRC is tomorrow night if anyone is interested in attending.

**Jansen Wehrley, Parks and Recreation Director,** reported the following:

He thanked Kiwanis for their efforts in presenting all Medina City third graders with a tree on Arbor Day as well as those individuals that helped with the Earth Day project at the Kuehn-Todd Property last Saturday. As the weather warms, we are looking at our parks to be used more and I would like to remind residents to pick up after their pets.

**Patrick Patton, City Engineer,** reported the following:

The Engineering Department has accepted bids for three projects: Forest Meadow storm sewer, Damon Drive storm sewer, and South Court water tank interior coating. The City and Lake Erie Railroad have teamed together to replace the railroad crossing on State Rd. between West Liberty and West Smith, starting May 5<sup>th</sup> and will be closed for 2 weeks. During this process there will be detours. Also, the railroad crossing on West Smith between Lake and Commerce Drives will also be replaced, times of closures to be determined at a later date.

**Confirmation of Mayoral Appointments:**

Bruce Gold to Planning Commission – Exp. 12-31-14

Mr. Shields moved to approve the Mayoral Appointment, seconded by Mr. Simpson, roll was called and approved by yeas votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

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

**Unfinished Business:** There was none.

**Introduction of Visitors:**

Richard Dirham stated he resides at 430 Ridge Dr. and he thanked all of the people in the emergency (EMS) business and personally thanked Dennie Simpson who was there when he needed emergency assistance after suffering a heart attack while patronizing Eat N Park Restaurant. He thanked the police officers that responded also; he stated he wouldn't be here today if it weren't for these people.

Tom Doyle resides at 326 E. Smith Rd., he feels there is a misuse with the emergency clause and would like to see the 3 reading rule come back. He noticed the last three weeks that the Fire Museum was not open. He thought things would turn around. There were 4,000 visitors during our candle light walk, how did they know there were that many people? So obviously they charged an admission charge of \$5.00 a head and made \$20,000. Keith Dirham stated that the City did not collect any admission fees to the Museum. Mr. Doyle stated he wants to know what became of all the donations. He went on to state that he feels Council has been played and wants to know why council won't hold their feet to the fire.

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

**Res. 62-14:**

**A Resolution of the Council of the City of Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 62-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 62-14, seconded by Mr. Simpson. Mr. Dirham explained this is to pay for testing on the concrete on Smith Rd. project. The obligation has already incurred and that is why the emergency is needed to pay the vendor. 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. 62-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Res. 63-14:**

**A Resolution of the Council of the City of Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 62-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 62-14, seconded by Mr. Simpson. Mr. Dirham explained this was for aprons to connect the parking lots on Lake Rd. The emergency clause is requested because these obligations have already incurred and they need payment. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 62-14 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Ord. 64-14:**

**An Ordinance authorizing the Mayor to accept one (1) easement necessary for the Damon Drive Storm Sewer Outlet Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 64-14, seconded by Mr. Simpson. Mr. Patton stated this project is to replace the storm sewer on Damon Dr. at the outlet point. The land owner has granted us an easement. The roll was called and Ordinance/Resolution No. 64-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 65-14:**

**An Ordinance authorizing the purchase and installation of security cameras, networking and server components for the Ray Mellert Splash Pad from 12C Technologies.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 65-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 65-14, seconded by Mr. Simpson. Mr. Wehrley stated this is an effort to help protect our investment as well as monitoring and ensuring the safety of all those whose use the splash pad and other park amenities at Ray Mellert Park. The emergency clause is requested to begin installation as soon as possible

as the splash pad is to open the week of May 19<sup>th</sup> and this will be the final phase of the project. 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. 65-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 66-14:**

**An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) to perform bridge inspection services for municipal owned bridges.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 66-14, seconded by Mr. Simpson. Mr. Patton explained it has been state law that bridges have to be inspected annually. ODOT started a program where eligible bridges can be inspected by ODOT, at no cost to the city. This will save the city several thousand dollars a year as we were required to hire an ODOT certified bridge inspector. The roll was called and Ordinance/Resolution No. 66-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Ord. 67-14:**

**An Ordinance authorizing the purchase of one (1) 2015 International single Axle cab and chassis for Rush Truck Centers for the Water Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 67-14, seconded by Mr. Simpson. Mayor Hanwell explained this is replacing truck #28 which is a 1997 International and has had an engine replacement in 2008. The cab and chassis are going to the Street Department to be retrofitted as the sign truck #18 which will not be used daily. This new purchase is necessary for the Water Department Maintenance Crew and it is fitted with a heater and generator and will house many of the tools and parts necessary for various water breaks and maintenance needs. The roll was called and Ordinance/Resolution No. 67-14 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 68-14:**

**An Ordinance authorizing the purchase of one (1) Knapheide KC Service Body and Equipment Package from Zoresco Equipment Company for the Water Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 68-14, seconded by Mr. Simpson. Mr. Patton stated this is the body for the truck that was referenced in the previous ordinance. The roll was called and Ordinance/Resolution No. 68-14 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Res. 69-14:**

**A Resolution naming the property formerly known as the Kuehn/Todd Property the "Kuehn-Todd Conservation Area" and the planned trail within the "Jeanne Haarmeyer Kuehn Nature Walk".** Mr. Shields moved for the adoption of Ordinance/Resolution No. 69-14, seconded by Mr. Simpson. Mr. Wehrley explained this is to name the two parcels at the end of Gayer Dr. The Kuehn family donated 4.1 acres in 2007 and an additional 3.96 acres was purchased from the Todd family in 2013. Per the donation and purchase agreement the city is to leave this property as a naturalized area and in addition we create a path or trail and name it Jeanne Haarmeyer Kuehn Nature Walk and name the property the Kuehn/Todd Conservation Area. Mr.

Kolesar thanked Jansen for all his hard work in the last four months. The roll was called and Ordinance/Resolution No. 69-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 70-14:**

**An Ordinance amending Section 31.02 (11) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Community Development Department Intern.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 70-14, seconded by Mr. Simpson. Kimberly Rice stated this ordinance is to increase the pay for our intern position from \$10.93 to \$12.50 an hour to attract better candidates. We have revised the job description to reflect current projects and duties and that will be on council's agenda for review on May 12<sup>th</sup> at the finance meeting. The roll was called and Ordinance/Resolution No. 70-14 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 71-14:**

**A Resolution authorizing an application for grant assistance from the State Capital Fund for additional handicapped parking spaces at the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 71-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 71-14, seconded by Mr. Simpson. Mr. Wright stated this is to apply for and receive state capital funding to install an additional 8 to 9 handicap parking spaces at the rec. center. This will require no additional or matching funds. He thanked the Planning and Economic Development Department for information regarding these available funds. The emergency clause is needed because we originally did not think this would pass because in December I received a letter denying it but then it got accepted in February and we can now receive the funds we have already applied for. 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. 71-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 72-14:**

**An Ordinance authorizing the Mayor to enter into a Contract with Wells Fargo Insurance Services of Ohio, LLC for the City's Property, Casualty, and General Liability Insurance for the period of April 1, 2014 through March 31, 2015.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 72-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 72-14, seconded by Mr. Simpson. Mr. Huber stated this ordinance and the following one authorizes the Mayor to secure the property and general liability insurance coverage for the city. The next ordinance authorizes the purchase of a crime policy that covers the police department and insurance coverage for the airport. The emergency clause is requested on both ordinances by reason of the fact that the insurance coverage is bound and became effective April 1, 2014 and the bill needs paid, 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. 72-14 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Ord. 73-14:**

**An Ordinance authorizing the Mayor to enter into a Contract with Arthur J. Gallagher & Co. for the city of Medina's Crime Policy and the Medina Municipal Airport Liability Insurance for the period of April 1, 2014 through March 31, 2015.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 73-14, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 73-14, seconded by Mr. Simpson. As Mr. Huber indicated this goes along with the previous ordinance in getting our policy secured. 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. 73-14 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 74-14:**

**An Ordinance amending Ordinance No. 208-13, passed December 9, 2013. (Amendments to 2014 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 74-14, seconded by Mr. Simpson. Mr. Dirham explained they are moving an appropriation from one account to another to pay for improvements at the Weigh Station. The roll was called and Ordinance/Resolution No. 74-14 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. J. Coyne cast a nay vote.

**Council Comments:**

Mr. Simpson commented how nice it is to see Mr. Dirham up and about and that the safety services worked for you. From the time he called 911 to the time he was in the cath lab having a stint replaced at South West General took only 90 minutes.

September 14<sup>th</sup> at 9 a.m. on Public Square we are going to have the second Tunnel to Towers 5K run and walk. There is a Medina Safety Forces Team that includes the Life Support Team, the Medina Police Department, the Medina Fire Department, Montville Police Department, Medina Township Police Department, Medina Township Fire Department and he challenges his colleagues on Council and members of the administration to get online at [www.tunneltotowersrun.org](http://www.tunneltotowersrun.org) and choose the Medina Race.

Mr. Kolesar announced they had the Earth Day Event on April 26<sup>th</sup> and thanked Jansen Wehrley, Mayor Hanwell and the Finance Director, Keith Dirham for coming out and helping. They planted 14 trees.

May 6<sup>th</sup> will be our joint Ward 3 & 4 meeting at 833 Guilford Blvd. Heritage Elementary at 7 p.m. On behalf of Ward 3, we have a lot of residents that keep up their properties really nice but there are a handful that don't and I know the winter was tough and so he would like to throw out a commitment to the properties that really need some help. Mr. Kolesar will be jotting down some properties that need some clean up. There are certain laws that need to be followed.

Mr. Shields stated that as the Council representative of the Archive Committee that oversees the Town Hall Museum, he wanted to note that the committee met in March and in April and have another meeting scheduled for May 15<sup>th</sup> at 5:30 p.m. at the Firehouse and they are open to the public with minutes available.

Medina City Council  
April 28th, 2014

Mr. Lamb commented on the Fire House Museum and stated they are working with the administration to restore the upstairs of the Fire House for a usable public space. Just in the past couple of years there has been real progress made at the Fire House starting with the help of Mr. Roger Smalley. Mr. Lamb is confident the upstairs will be completed and open to the public and the museum will continue to improve and the credit goes to the Archive Commission.

Mr. Simpson also recognizes all the work that Mr. Smalley has done not only on the Fire House but other offices he has held and committees he has been on. He stated he finds Mr. Doyle's sarcasm comments humorous but nothing more.

Mr. Coyne announced tomorrow at 5:30 p.m. is a budget hearing for the MCRC and the Airport.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:15 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**RESOLUTION NO. 75-14**

**A RESOLUTION DONATING TWELVE (12) DELL COMPUTERS TO THE MEDINA CITY SCHOOLS.**

**WHEREAS:** The City of Medina recently upgraded many of the computers at the Medina Community Recreation Center; and;

**WHEREAS:** The City would like to donate twelve (12) Dell computers to the Medina City Schools that are no longer needed by the City but can be utilized by the school system.

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

**SEC. 1:** That Council hereby approves the donation of twelve (12) Dell computers to the Medina City School System.

**SEC. 2:** 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. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**ORDINANCE NO. 76-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH INTERVENTION FOR PEACE, INC. FOR THE PROPERTY AT 406 S. BROADWAY STREET.**

**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 Lease Agreement with Intervention for Peace, Inc. for the property at 406 S. Broadway Street, City Lot 1064, Permanent Parcel No. 028-19D-01-117.
- SEC. 2:** That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

ORD. 76-14  
EKA, A

**LEASE**

This Lease is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF MEDINA, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and INTERVENTION FOR PEACE, INC., 689 West Liberty Street, Suite 7, 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 first floor and basement and the immediate surrounding area of the residence building located at 406 South Broadway and known as being the south part of Lot No. 1064 (formerly Lot No. 64 on the Montville Township side of the City of Medina) and bounded and described as follows: On the North by the South line of the right-of-way of The Northern Ohio Railroad Company, now known and called the Wheeling and Lake Erie Railway; thence on the East by the East line of said Lot No. 1064, on the South by the South line of said Lot No. 1064, said South line being 367.3 feet in length, East and West, and on the West by the West line of said Lot, being the East line of South Broadway Street.

Permanent Parcel No.: 028-19D-01-117

Property Address: 406 South Broadway Street, Medina, Ohio 44256

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.

**ARTICLE 2. TERM OF LEASE**

To have and to hold for a term of five (5) years to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 2019. The Lessee does hereby have an option to renew this Lease for one (1) additional five (5) year term.

**ARTICLE 3. RENT**

The parties hereto agree that there shall be no exchange of rent as between the Lessor and the Lessee for the use of the aforescribed residence building.

#### **ARTICLE 4. UTILITIES**

1. Lessee 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. In no event shall Lessor be liable for the quality, quantity, failure, or interruption of such service to the demised premises. To the extent reasonably possible, utilities shall be put into Lessee's name.

2. Lessor may, with ten (10) days' notice to Lessee, cut off and discontinue gas, water, electricity, and any or all other utilities whenever and during any period when such utilities are not paid by Lessee when due, or whenever such discontinuance is necessary in order to make repairs or alterations. No such action by Lessor shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate this Lease, nor shall Lessor be in any way responsible or liable for such action.

#### **ARTICLE 5. 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 premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

#### **ARTICLE 6. USE OF PREMISES**

1. The demised premises shall be occupied and used by Lessee for the retail sale of products produced for sale by Intervention for Peace, Inc., personnel, e.g. coffee, coffee roasting, café, bicycle rental, jewelry, crafts, etc. Said use of the premises shall commence as soon as Intervention for Peace, Inc., personnel are reasonably able to do so.

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 of snow, ice, and debris.
- 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 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. The remainder of the premises with the exception of the residential building shall be open to the general public; the Lessee shall not infringe or restrict this public use.

#### **ARTICLE 7. SIGNS**

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary. The sign shall be limited in size to twelve (12) square feet. An additional sign may be used by the second floor tenant.

#### **ARTICLE 8. ALTERATION**

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 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 9. 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 10. MAINTENANCE**

Lessee covenants and agrees to keep and reasonably maintain the roof and other exterior and interior portions of the demised premises. Renovations and/or repairs to the structure undertaken by Lessee shall be approved by Lessor prior to the beginning of any proposed work. Lessor agrees to maintain the outside yard and lawn mowing. Lessor agrees to be responsible for snow removal during winter months. 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. Lessee specifically agrees to maintain the HVAC, electrical, and plumbing fixtures. If Lessee refuses or neglects to commence or complete reasonable repairs promptly and adequately, Lessor may, but shall not be required to, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.

## **ARTICLE 11. 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 persons (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 Three Million Dollars (\$3,000,000) 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 12. 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 premises.

#### **ARTICLE 13. 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 14. 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 15. 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 premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

## **ARTICLE 16. 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 17. 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 18. 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 19. 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 20. 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 within sixty (60) days of Lessor's written demand.

## **ARTICLE 21. 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

**INTERVENTION FOR PEACE, INC.  
an Ohio Corporation**

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

By: \_\_\_\_\_  
TERESA L. DAVIDSON  
Its: President

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **CITY OF MEDINA**, by **DENNIS HANWELL**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same as 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 \_\_\_\_\_, 2014, at Medina, Ohio.

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

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **INTERVENTION FOR PEACE, INC., an Ohio Corporation**, by **TERESA L. DAVIDSON**, its President, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said corporation and her voluntary act individually and as such officer.

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

---

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

**ORDINANCE NO. 77-14**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2015 F-250 FOUR WHEEL DRIVE TRUCK EQUIPPED WITH A READING STEEL SERVICE BODY FROM MONTROSE FORD FOR THE STREET DEPARTMENT.**

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

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

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

**SEC. 1:** That the purchase of one (1) 2015 F-250 Four Wheel Drive Truck Equipped with a Reading Steel Service Body from Montrose Ford is hereby authorized through the C.U.E. Purchasing Association Bid Process for the Street Department.

**SEC. 2:** That the funds to cover this purchase, in the amount of \$31,707.94, are available in Account No. 105-0610-54417.

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

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

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

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

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

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

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

**ORDINANCE NO. 78-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COMPLETION OF THE US 42 IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor be and is hereby authorized and directed to execute a Preliminary Legislation Agreement with the Ohio Department of Transportation (ODOT) for the completion of the US 42 Improvement Project.
- SEC. 2:** That a copy of said Preliminary Legislation Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the deadline to execute this legislation is May 28, 2014; 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**

**PRELIMINARY LEGISLATION**

Ordinance/Resolution No. 78-14  
PID No. 92954  
Project Name MED US 0042 17.68

The following Ord. 78-14 enacted by the City of Medina of Medina County, Ohio,  
(Ordinance/Resolution)  
hereinafter referred to as the City, in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the State has identified the need for the described project:

*This project consists of widening and safety improvements for approximately 1.44 miles of US 42 from South of Harding Street to 950 ft south of Fenn Road and tie into associated local cross streets. The construction includes pavement widening, sidewalks, multi-use path, raised median, traffic control, traffic signals, lighting, water line replacement and drainage improvements.*

Construction is tentatively scheduled to begin in calendar year 2016 and be completed in 2017.

NOW THEREFORE, be it ordained by the City of Medina of Medina County, Ohio.

**SECTION II - Consent Statement**

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The City shall cooperate with the Director of Transportation, for the portion of this project within the Medina Corporation limit, as follows:

- 1) *The city agrees to assume and bear a fixed cost of \$1,100,000 for the Construction costs which include Construction and Construction Engineering.*

**SECTION IV - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;
- 2) Provide ample financial provisions, as necessary, for the maintenance of the described project;
- 3) Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.

**SECTION V - Utilities and Right-of-Way Statement**

The City agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual

Passed: \_\_\_\_\_, 20\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Clerk) (Officer of City - title)

Attested: \_\_\_\_\_  
(Title) (President of Council)

This Ord. 78-14 is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No. 92954  
Project Name MED US 0042 17.68

**CERTIFICATE OF COPY  
STATE OF OHIO**

City of Medina of Medina County, Ohio

I, Kathy Patton, as Clerk of the City of Medina of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of Ord. 78-14 adopted by  
(Ordinance/Resolution)

the legislative Authority of the said City of Medina on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

that the publication of such Ord. 78-14 has been made and certified of record according to  
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such Ord. 78-14 have been taken;  
(Ordinance/Resolution)

and that such Ord. 78-14 and certificate of publication thereof are of record in  
(Ordinance/Resolution)

2014, Page 78.  
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(SEAL)  
(If Applicable)

\_\_\_\_\_  
Clerk Signature  
City of Medina of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Medina of Medina County, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 3 • 906 CLARK AVE • ASHLAND, OHIO 44805 • (800) 276-4188

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ALLEN C. BIEHL, P.E., DISTRICT DEPUTY DIRECTOR

April 16, 2014

Mr. Patrick Patton, P.E.  
City of Medina Engineer  
132 North Elmwood Ave.  
Medina, OH 44256

RECEIVED

APR 17 2014

CITY OF MEDINA  
ENGINEERING DEPT.

Re: PID 92954 MED-42-17.68 Intersection Improvement

Dear Mr. Patton,

Enclosed are two (2) copies of an ordinance form, to be enacted by the City Council for the referenced project.

Please make arrangements to have the ordinance forms presented to the City Council for consideration and when enacted, return two (2) original signature copies to this office. An original signature copy will be returned to the City later with a signature of the Director of ODOT affixed.

The title of the contractual officer should be affixed on page two and that person should sign as the contractual officer on page three. If the City does not have an official seal, please attach a copy of a statement to that effect, to the return transmittal. Please return these documents to this office no later than May 28, 2014.

Please call me at 419.207.7062 if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Toriene Johnson", with a long horizontal flourish extending to the right.

Toriene Johnson, AP 4  
Planning & Engineering Department  
District 3

LAF:TMJ:tmj

Attachments

cc: Project file, I:Drive file

**RESOLUTION NO. 79-14**

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

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

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

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

**SEC. 1:** That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

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

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

Res. 19-14

H.S.H. Construction and Excavating Inc.  
PO.Box 150  
Wadsworth, Ohio 44282  
Invoice  
Ph. and Fax 330-335-5795

The City of Medina  
132 North Elmwood Ave.  
Medina, Ohio 4444258

April 11, 2014

PO#

711 - 713 Wadsworth Rd Storm Sewer Repair

April 7, 2014

Saw cut driveway for storm sewer repair

April 9, 2014

Excavate at catch basin and locate 10 in. clay drain pipe. Remove sidewalk and repair 10 in. clay pipe in two locations. No blockage found. TV storm drain in driveway

April 10, 2014

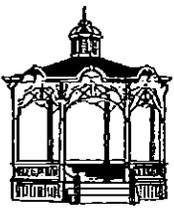
TV and excavate 10 in. SDR 35 in driveway. 2 ea. blockage found. Repaired with 2 ea. 4 in. saddles with stainless steel bands and new 4 in. SDR 35 with elbows.

Backfill all drive and sidewalk excavations with #57 Limestone

Total Now Due

\$ 3,486.00

Thank You, James H. Howell, Pres



# City of Medina

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

# PURCHASE ORDER

No. 2014001022

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

DELIVER AND SHIP TO THIS DEPT.  
STREET DEPARTMENT  
CITY OF MEDINA  
781 WEST SMITH ROAD  
MEDINA, OHIO 44256

NAME AND ADDRESS OF VENDOR  
H00235  
H S H CONSTRUCTION & EXCAVATING INC  
PO BOX 150  
WADSWORTH OH 44282

PURCHASE ORDER DATE  
04/17/14

### TERMS:

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

**DO NOT DUPLICATE THIS ORDER**

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	STORM SEWER PIPE@WADSWTH RD BOC APPROVED 4/14/14	108-0610-54411	0		.00	7500.00
<b>TOTAL AMOUNT NOT TO EXCEED</b>						<b>7500.00</b>

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

FEDERAL TAX ID:  
34-6001856

### THEN AND NOW CERTIFICATION

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

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

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

*Keith W. Dinkham*  
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

# City of Medina

## Board of Control/Finance Committee Approval

Administrative Code: 141

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

Date: 4/11/2014

Department: STREET DEPT.

Amount: \$7,500.00 <sup>\$7,500.<sup>00</sup></sup>

B.O.C. Number: 6834 <sup>4/14/14</sup>

Account Number: 108-0610-54411

Vendor: HSH COSTRUCTION & EXCAVATING INC.,

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

Item/Description:

*EMERGENCY REPAIR/REPLACE PIPE WITH STORM SEWER  
R.P.P.E @ 711-713 WADSWORTH ROAD*

TOTAL

~~\$16,200.00~~

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

Date Approved/Denied by Finance Committee: \_\_\_\_\_

Date to Finance: \_\_\_\_\_

Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before Noon on Friday before the scheduled Finance Committee meeting.

Thank you.

**RESOLUTION NO. 80-14**

**A RESOLUTION REQUESTING THE MEDINA COUNTY AUDITOR TO CERTIFY THE TOTAL CURRENT TAX VALUATION AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED FOR THE RENEWAL OF 2.2 MILLS FOR THE OPERATION OF AN AMBULANCE AND EMERGENCY MEDICAL SERVICE, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the City of Medina hereby requests the Medina County Auditor to certify the total current tax valuation and the dollar amount of revenue that would be generated for the renewal of 2.2 mills for a five year period for the operation of an ambulance and emergency medical service.
- SEC. 2:** 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. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to be able to place renewal request on the ballot November 4, 2014; 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**

Res. 80-14

### Certificate of Estimated Property Tax Revenue

(Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.)

The County Auditor of MEDINA County, Ohio, does hereby certify the following:

1. On \_\_\_\_\_ the taxing authority of  
The City of Medina, OH (political subdivision name) certified a copy of  
 its resolution or ordinance adopted Res. 80-14 requesting the  
 county auditor to certify the current tax valuation of the subdivision and the amount of  
 revenue that would be produced by two and 2/10 (2.2) mills, to levy  
 a tax outside the ten-mill limitation for \_\_\_\_\_ purposes pursuant to Revised Code  
 \_\_\_\_\_ to be placed on the ballot at the November 4, 2014 election.  
 The levy type is Renewal

2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \_\_\_\_\_ per year

3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \_\_\_\_\_

\_\_\_\_\_  
auditor's signature

\_\_\_\_\_  
date

#### INSTRUCTIONS

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.

2. For purposes of this certification, "subdivision" includes any agency, board, commission, or other authority authorized to request a taxing authority to submit a tax levy on its behalf.

3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase, and (7) replacement with a decrease levies.

4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

**ORDINANCE NO. 81-14**

**AN ORDINANCE AMENDING ORDINANCE NO. 208-13,  
PASSED DECEMBER 9, 2013. (Amendments to 2014 Budget)**

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

**SEC. 1:** That Ordinance No. 208-13, passed December 9, 2013, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
102-0615-53312 (Salt Reimbursement)	11,029.77 *

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

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

\* - new appropriation

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

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

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

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

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

**ORDINANCE NO. 82-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEDINA AND THE WHEELING AND LAKE ERIE RAILWAY COMPANY RELATIVE TO THE RECONSTRUCTION OF THE WEST SMITH ROAD DUAL CROSSING, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the City of Medina and the Wheeling and Lake Erie Railway Company relative to the reconstruction of the West Smith Road dual crossing.
- SEC. 2:** That the funds to cover these improvements, in the amount of \$63,887.00 is available in Account No. 108-0610-54411.
- SEC. 3:** That a copy of the Memorandum of Understanding is marked Exhibit A attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete work prior to commencing construction on Lake Road; 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**

# MEMORANDUM OF UNDERSTANDING

between

The City of Medina

and

The Wheeling and Lake Erie Railway Company

## I. Introduction:

This Memorandum of Understanding (MOU) between the City of Medina, Ohio (further know as the City) and the Wheeling and Lake Erie Railway Company (further known as the Wheeling) with principal offices located at 100 First Street, Brewster, OH 44613, sets forth the agreement for the reconstruction and upgrade of two (2) railroad crossing surfaces within the City of Medina, Ohio.

## II. Purpose:

The City and Wheeling mutually confirm the necessity to reconstruct certain railroad crossing surfaces within the City of Medina. Reconstruction of the crossing surfaces at these locations will be mutually beneficial to each party. Reconstruction of the surfaces will provide for an improved surface for vehicular traffic.

## III. Scope of the Project (the 'Work'):

The crossing to be reconstructed is as follows:

- West Smith Road (west of Lake Road) (DOT AAR# 002-078-B)

A detailed estimate for the specific work to be completed at the crossing has been prepared by Wintrow Construction (the designated contractor). This estimate is attached and is hereby designated as Exhibit A of this MOU.

As provided for in the detailed estimate, in addition to the furnishing and installation of new crossing surface, reconstruction of the grade crossing surfaces shall include the removal and disposal of the existing crossing surface material and other track structure and substructure materials. The new crossing surfaces at each location shall consist of pre-cast full depth concrete tub style panels, known as Hanson Premier Concrete Modular Railroad Crossing Surface (or mutually approved equal), new 115 pound rail and new crossties through the entire length of the crossing. In addition to the materials referenced herein, all other appurtenant crossing surface materials necessary will be furnished and installed.

## IV. Responsibilities of the Parties:

### A. Responsibilities of the City of Medina

1. Prior to the commencement of any work, the City will submit to the Wheeling a City purchase order for the estimated total amount of the City's cost for this work.
2. The City agrees to pay Wheeling an amount equal to 50% of the final invoiced costs by Wintrow Construction for materials provided and services performed identified in Attachment A.
3. The estimate for the City's total cost for this work is presented in the following table:

Location	Total estimated Project Cost	City Share of Cost	City's estimated TOTAL Cost
West Smith Rd. (west of Lake Rd.)	\$127,772.30	50%	\$63,887

4. The City will install and maintain vehicular and pedestrian detours around the project site (the individual crossing locations).

5. The City will review each invoice prepared by Wheeling within seven (7) days of receipt. The City will notify Wheeling of any questions, comments or objections to the submitted invoice within fourteen (14) days of receipt. The City will issue payment to the Wheeling within thirty (30) days of receipt of an accepted detailed invoice.

**B. Responsibilities of the Wheeling & Lake Erie Railway Company**

1. Prior to the commencement of any work by Wheeling or their contractor, Wheeling shall furnish to the City a current proof of insurance. The insurance certificate shall include evidence that Wheeling carries insurance for the protection of itself and the City as a named insured that provides public liability insurance and automobile insurance in the following amounts and coverages (subject to reasonable self insured retention):

Bodily Injury, Each Person	\$1,000,000.00
Bodily Injury, Each Occurrence	\$1,000,000.00
Property Damage, Each Accident	\$1,000,000.00
Property Damage Aggregate	\$1,000,000.00

2. Wheeling (or its designated contractor) will provide a schedule for work to be completed at each location to the City a minimum of fourteen (14) days prior to commencing any work at any crossing location.
3. Wheeling (or its designated contractor) will complete the work (furnish and install all materials, labor, equipment and other goods and services necessary to remove and reconstruct the crossing surfaces as detailed in Exhibit A) prior to the expiration date for this MOU (refer to Section V. Period of the Agreement, below).
4. Wheeling (or its designated contractor) will erect and maintain barricades around the project sites to prevent the public from traveling into the work areas.
5. The Wheeling will coordinate with the designated contractor to provide RWP (Roadway Worker Protection) referred to as railroad flagging and/or train coordination and the costs associated with such activity.
6. Upon completion and acceptance of the work by both parties, Wheeling will prepare and submit to the City invoices detailing the work completed (including contingency items) at each location. Invoices may be submitted to the City either individually upon completion of each crossing upgrade; or in total (covering both (2) locations) after completion of all of the crossing upgrades. Invoices prepared and submitted by Wheeling shall reflect the cost for the work actually completed (not the estimated cost as included within this MOU).
7. The estimate for the Wheeling's total cost for this work is presented in the following table:

Location	Total estimated Project Cost	Wheeling's Share of Cost	Wheeling's TOTAL estimated Cost
West Smith Rd. (west of Lake Rd.)	\$127,772.30	50%	\$63,887

**V. Period of the Agreement:**

This MOU will become effective on the date that all required signatures to the MOU have been executed. The term for this MOU will be for twelve (12) months. The expiration date for this MOU will therefore be twelve (12) months after the effective date of the MOU.

**VI. Dispute Resolution:**

Wheeling and the City shall make reasonable efforts to resolve any disputes that arise pursuant to this MOU. If a dispute or disputes cannot be resolved, Wheeling and/or the City may respectively file whatever action or take whatever other steps they respectively believe to be necessary so as to resolve the dispute. All actions brought as against Wheeling and/or the City pursuant to this MOU shall be brought and venued in a court of competent subject matter jurisdiction in Medina County, Ohio.

**VII. Signatures:**

In witness whereof, authorized representatives of the parties to this agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below:

**WHEELING & LAKE ERIE RAILWAY COMPANY**

By: \_\_\_\_\_

Kasey S. O'Connor  
Vice President of Engineering  
Wheeling & Lake Erie Railway Company

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

**WITNESSES to the Wheeling & Lake Erie Railway Company Signature:**

1. \_\_\_\_\_

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

2. \_\_\_\_\_

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

**CITY OF MEDINA, OHIO**

By: \_\_\_\_\_

Dennis T. Hanwell  
Mayor  
City of Medina

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

**WITNESSES to the City of Medina Signature:**

1. \_\_\_\_\_

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

2. \_\_\_\_\_

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

# Wintrow Construction Corp.

673 Norton Ave. Barberton, Ohio 44203      Tele: (330) 753-2983

2/28/2014

WLE

Crossing Replacement

West Smith Rd. crossing - west of Lake Rd intersection

Attn: Dan Reinsel Email: dreinsel@wlerwy.com

**Install Hanson Premier Pre-cast Crossings at W. Smith Rd. in Medina, Ohio per Manufacturer's specifications (88' long crossing)**

Saw cut existing road approaches to allow for installation of 8' wide new crossing panels

Remove existing crossing structure

Dispose of all debris off site

Excavate ballast from underneath ties to required depth

Install signal conduit

Install asphalt base to within 1" of bottom of new precast panels

Install one inch of sand for a leveling/bedding surface for the panels and set pre-cast panels

Install 115 RE welded rail with fully ground welds as needed for installation in the crossing panels

Re-tie in the rail to the existing line

Both rail approaches will receive 10 new 9' approach timbers

Raise and surface rail approaches to allow for 2-3 inches of elevation increase of new crossing

Replace asphalt road approaches and top existing surface as required to blend the road into the new crossing elevation. Road will be milled as required.

Provide clearing to allow for 600' of sightline

Clear and restore existing ditch lines for approx. 50' in each quadrant

**Total Cost Estimate      \$127,772.30**

## Contingencies/Notes

Pricing is based on manufacturer's standard detail. No responsibility for design is to be assumed by Wintrow Construction.

Rail is to be provided by others ( 6 welds are included in this pricing)

No testing is included in this pricing.

Road Closures, MOT, and detour signage to be provided by others

Road approaches will be needed to stage material and project access.

Sales Taxes Not Included in Quotation

No Bond Cost is Included in above pricing

Railroad Protective Liability Insurance is NOT Included

No Warranty or Guarantees are apart of this proposal

Any Flagman costs, straight or premium costs are NOT included

Price quoted is for "Normal" excavation only or as described in the quotation.

"Hard Excavation" will be performed on T&M

Weather conditions prevail and may affect the construction schedule.

Track must be free of rail cars and rail traffic.

One Mobilization is Included in the quotation.

All work is at straight time labor rates unless specified otherwise in the quotation  
Engineering, plans and layout survey by others.