

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

January 8, 2024  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Public Hearing.**

For proposed amendments to the SPD-1 Development Guidelines (includes the proposed ACME Site, the MMHA Senior Housing Development, Beacon Park Condominiums, and vacant commercial land) to include the alteration of uses, modification of development standards, additional site access, clarification on landscaping standards, sign requirement adjustments, and simplification of design standards.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (December 11, 2023)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Confirmation of Council appointment.**

Patrick Patton – NOACA Representative 2024

**Motion by Council to authorize designee for public records training.**

Motion to designate Clerk of Council and/or Deputy Clerk of Council, to act as the Mayor and City Council's designee to attend public records training as required by Sections 149.43 and 109.43 of the Ohio Revised Code.

**Notices, communications and petitions.**

**Unfinished business.**

Ord. 200-23 (second reading)

An Ordinance amending the Special Planning District No. 1 "SPD-1" Development Guidelines pertaining to South Court Village.

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 1-24, Ord. 2-24, Ord. 3-24, Res. 4-24, Ord. 5-24, Res. 6-24, Ord. 7-24, Ord. 8-24, Ord. 9-24, Res. 10-24, Res. 11-24, Res. 12-24, Ord. 13-24

Ord. 1-24

An Ordinance authorizing the expenditure to Epic Aviation for the purchase of Jet-A Fuel at the Medina Municipal Airport.  
(emergency clause requested)

Ord. 2-24

An Ordinance authorizing the payment to Green Home Solutions for the private home rehabilitation at 520 North State Road as part of the PY22 CHIP Grant Program.  
(emergency clause requested)

Ord. 3-24

An Ordinance authorizing the payment to Green Home Solutions for the private home rehabilitation at 850 North Huntington Street as part of the PY22 CHIP Grant Program.  
(emergency clause requested)

Res. 4-24

A Resolution requesting the county auditor to make tax advances during the year 2024 pursuant to Ohio Revised Code Section 321.34.  
(emergency clause requested)

Ord. 5-24

An Ordinance authorizing the Mayor to enter into an Engineering and Surveying Agreement with Cunningham and Associates for engineering design services for the Medina Street Bridge Replacement Project.

Res. 6-24

A Resolution authorizing the filing of an application for grant assistance from the Ohio Department of Development for a Water and Wastewater Infrastructure Grant.  
(emergency clause requested)

Ord. 7-24

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the Granger Road Water Line and repealing Ord. No. 168-23, passed October 23, 2023.

Ord. 8-24

An Ordinance authorizing the payment to Software Solutions Inc. (SSI) for the annual support services for the City's VIP Professional Accounting System.

Medina City Council  
January 8, 2024

Ord. 9-24

An Ordinance authorizing the increase of the expenditure to Wise Waterproofing for the PY20 CHIP rehabilitation at 30 Circle Drive, repealing Ord. No. 207-23, passed December 11, 2023.  
(emergency clause requested)

Res. 10-24

A Resolution appointing Councilman Dennie Simpson as City representative to the Medina County 9-1-1 Program Review Committee.

Res. 11-24

A Resolution appointment Councilwoman Regi Haire as City representative to the Medina County Planning Commission.

Res. 12-24

A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by Internet Auction during the calendar year 2024.

Ord. 13-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, December 11, 2023

**Call to Order:**

Medina City Council met in regular session on Monday, December 11, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Mr. John Coyne III, President of Council who also led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose. Regi Haire was absent.

Also present were the following members of the Administration: Mayor Hanwell, Keith Dirham, Patrick Patton, Nino Piccoli, Chief Kinney, Greg Huber, Jansen Wehrley, Chief Walters, Kimberly Marshall, Dan Gladish, and Andrew Dutton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, November 27, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Coyne stated Finance Committee met prior to Council this evening and will not meet again until next year.

**Public Properties Committee:** Mr. Shields had no report.

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

**Special Legislation Committee:** Mr. Lamb had no report.

**Streets & Sidewalks Committee:** Ms. Haire was absent.

**Water & Utilities Committee:** Ms. Hazeltine had no report.

**Emerging Technologies Committee:** Mr. Rose had no report.

**Requests for Council Action:**

- 23-236-12/11 – Approve Flock Safety Contract
- 23-237-12/11 – Increase P.O. Signal Service Company – Street Dept.
- 23-238-12/11 – Exp. Over \$20,000 – Jet-A Fuel – Airport
- 23-239-12/11 – Budget Amendments
- 23-240-12/11 – Exp. Over \$20,000 – Green Home Solutions – 335 S. Prospect
- 23-241-12/11 – Blanket P.O. – Technology Engineering – IT Dept.
- 23-242-12/11 – Amend ODOD Building Demolition Grant Application – ED
- 23-243-12/11 – CHIP Private Rehab – 520 N. State St. – Green Home Solutions
- 23-244-12/11 – CHIP Private Rehab – 850 North Huntington – Green Home Solutions

Medina City Council  
December 11, 2023

23-245-12/11 – Agreement w/ Cunningham & Associates – Medina St. Bridge Replacement  
23-246-12/11 – Water Infrastructure Grant Application w/ ODD – Engineering  
23-247-12/11 – Repeal Ord. 168-23 & Replace – MOU w/County – Granger Rd. Water  
23-248-12/11 – Exp. Over \$20,000 – Software Solutions – Annual Support  
23-249-12/11 – Increase P.O. – 30 Circle Drive – PY 2020 CHIP

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,**

- A. HGTV selected 50 cities in the U.S. as best places to visit and celebrate Christmas. Medina was selected for the State of Ohio. Vast coverage by local Media including channel 3 and 5 come to our city to talk with people shopping and visiting. This was great national exposure for our city. Castle Noel was included as a great place to visit while in Medina. The Mayor stressed in the interviews the vast collaboration we have here with Main Street Medina, The Chamber of Commerce, and Local Businesses and many volunteers. The friendliness and welcoming attitudes of merchant and city staff help us to promote a warm and welcoming place. He stated he is thankful for council's support and everyone's help in getting this National recognition, we are blessed for sure!
- B. Mayor Hanwell recognized councilman at large member Bill Lamb for his 12 years of service on Medina City Council. The Mayor stated with this being our last council meeting of the year, he would like to wish the City Council, staff and residents a safe and Merry Christmas and happy holiday season.

**Keith Dirham, Finance Director,** thanked Bill Lamb for his time on City Council.

**Kimberly Marshall, Economic Development Director,** wished Bill Lamb a good retirement.

**Greg Huber, Law Department,** spoke on Bill Lamb's time as mayor back in the 80's.

**Chief Kinney, Police Department,** appreciated Bill's support with the Police Department over the years, wished him good luck in his future endeavors.

**Chief Walters, Fire Department,** had no report, thanked Bill for his service and support with the Fire Dept.

**Jansen Wehrley, Parks and Recreation Director,** reported they opened the leisure pool two weeks ago. They moved free weight equipment from the upstairs balcony to the fitness room and had a soft opening. Jansen thanked Dan Gladish for his help and the fire dept. for doing some extra work enabling them to get in there sooner. Jansen appreciates Bill and his support over the years.

**Dan Gladish, Building Official,** stated it's been an honor working with Bill Lamb.

Medina City Council  
December 11, 2023

**Nino Piccoli, Service Director**, Nino wished Bill best regards.

**Patrick Patton, City Engineer**, stated Board of Control awarded a contract for the Rocky River Stream Bank Stabilization Project. Expressed gratitude to Bill.

**Andrew Dutton, Planning and Community Development Director**, thanked Bill for his years of service.

**Confirmation of Mayor's appointments.**

- Airport Commission – Greg Huber – expiring 12/31/27
- Airport Commission – Edward Farnham (Pilot/airport user resident) – expiring 12/31/27
- Board of Building Code Appeals – Bill Stuchal (Engineer) – expiring 12/31/27
- Board of Zoning Appeals – Mark Williams – expiring 12/31/27
- Business Development Committee – Bethany Dentler (Industry) – expiring 12/31/27
- Cemetery Commission – Susan Harr – expiring 12/31/27
- Historic Preservation Board – Paul Wood (Resident) – expiring 12/31/27
- Historic Preservation Board – Leslie Traves (Property Owner) – expiring 12/31/27
- JEDD Board – John Coyne (Council rep) – expiring 12/31/27
- Records Commission – Bob Starcher – expiring 12/31/24
- Shade Tree Commission – Pamela Molnar – expiring 12/31/27
- Shade Tree Commission – Emillie Illson – expiring 12/31/27
- Uptown Park Advisory Committee – Mike Larabee – expiring 12/31/26
- Uptown Park Advisory Committee – Roger Smalley (CDC Rep.) – expiring 12/31/26
- CRA Housing Council – Monica Russell – expiring 12/31/26
- CRA Housing Council – Tammy Kirby – expiring 12/31/26

Mr. Shields moved to confirm the Mayor's appointments, seconded by Mr. Simpson. The roll was called and the appointments were approved by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Confirmation of Council appointments.**

- Audit Committee – Bert Humpal (Accounting Rep) – Expiring 12/31/27
- Audit Committee – Bruce Gold (Business Rep) – Expiring 12/31/27

Mr. Shields moved to confirm Council's appointments, seconded by Mr. Simpson. The roll was called and appointments were approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Notices, communications and petitions:**

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a D-3 permit to IBC Bars LLC, dba Little Fox Café and Bakery, 540 Blake Avenue, Medina, seconded by Mr. Simpson. The roll was called and passed with the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a New D5 permit to FFC Eatery 316 LLC, 951 N. Court St., Medina, Ohio. The roll was called and passed with the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**Unfinished business.**

**Ord. 192-23**

**An Ordinance authorizing the Job Creation Grant Payment to Carlisle Brake & Friction / Friction Products.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 192-23, seconded by Mr. Simpson. Kimberly Marshall stated they are ready to move forward they were verifying the income tax paid and there was a typo in the amount that RITA gave them and that now has been corrected. The roll was called and Ordinance/Resolution No. 192-23 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose.

**Introduction of Visitors:**

There were none

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

**Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 192-23, Ord. 201-23, Res. 202-23, Ord. 203-23, Ord. 204-23, Ord. 205-23, Ord. 206-23 and Ord. 207-23.** Mr. Shields motioned to suspend the rules requiring three readings of tonight's ordinances and resolutions, seconded by Mr. Simpson. The roll was called and passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 200-23 (First Reading)**

**An Ordinance amending the Special Planning District No. 1 "SPD-1" Development Guidelines pertaining to South Court Village.** Mr. Shields motioned to introduce Ord. 200-23 and for it to be read by title only and placed before council for discussion this evening as the first of three readings, seconded by Mr. Simpson.

Mr. Dutton stated this Special Planning District No. 1 was established in 1999 for 42 acres at the Northwest corner of Wooster Pike and Highpoint Drive and consists of two parts. Andrew spoke to some of the changes.

**Ord. 201-23**

**An Ordinance amending Section 31.02 (12) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Law Department Secretary.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 201-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 201-23, seconded by Mr. Simpson. Mr. Huber stated his department has been hit hard with the Marcy Law and they are behind in work and is requesting a second fulltime employee to better handle the load. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 201-23 passed by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 202-23**

**A Resolution authorizing the Mayor to apply for the 2024 State Capital Grant for funding to construct a Multi-Use Path known as Phase 1 of the Uptown Loop.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 202-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 202-23, seconded by Mr. Simpson. Mr. Dutton stated this is a resolution to apply for \$480,000 of 2024 State Capital Grant Funding to be utilized to construct a section of multi-use path known as Phase 1 of the Uptown Loop. Running from East side of Broadway from the end of the Champion Creek Trail to East Friendship Street. It's likely the city will need to contribute funds or services to the project. Emergency clause is requested as application is due December 18<sup>th</sup>, 2023. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 202-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 203-23**

**An Ordinance adopting a New Chapter 162 of the Codified Ordinances of the City of Medina, Ohio regarding Municipal Income Tax.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 203-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 203-23, seconded by Mr. Simpson. Mr. Dirham thanked the Law Department for looking this over and putting it together. The emergency clause is requested due to it being effective on January 1<sup>st</sup>, 2024. This is in response to the changes the State of Ohio made. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 203-23 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Ord. 204-23**

**An Ordinance authorizing the Mayor to enter into the Flock Safety Agreement for the license plate scanning system for the Police Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 204-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 204-23, seconded by Mr. Simpson. Chief Kinney stated Flock Safety has increased the prices to our existing Flock License Plate Reader Cameras. They offered to lock in the pricing if we sign a 5-year agreement with them. The emergency clause is requested as the quote is good up until December 30<sup>th</sup>, 2023. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 204-23 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Ord. 205-23**

**An Ordinance amending Ordinance No. 42-23, passed February 27, 2023 relative to the expenditure to Signal Service Company for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 205-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 205-23, seconded by Mr. Simpson.



Mr. Piccoli stated this request is the result of a motor vehicle crash that happened in 2022 at the intersection of West Smith and Huntington where there was significant damage to a city traffic signal cabinet. Total amount of the invoice came to \$51,024.00 and the responsible party's insurance paid for damages. Emergency clause is needed to pay the vendor. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 205-23 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 206-23**

**An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 206-23, seconded by Mr. Simpson. Mr. Dirham stated there are a lot of adjustments tonight due to the end of the year. The roll was called and Ordinance/Resolution No. 206-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**To be Added to the Agenda: Ord. 207-23**

Mr. Shields moved to add Ord. 207-23 to the agenda, seconded by Mr. Coyne. The roll was called and motion passed with the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and B. Lamb.

**Ord. 207-23**

**An Ordinance authorizing the increase of the expenditure to Connected Electrical LLC for the PY20 CHIP Rehabilitation at 30 Circle Drive.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 207-23, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 207-23, seconded by Mr. Simpson. Mr. Dutton stated this is to increase an existing P.O. The increase will be from \$18,400.00 to \$39,500 due to the need to repair damage to basement walls and foundation. Emergency is needed as this is critical to the safety of the home. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 207-23 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

**Council comments.**

John Coyne presented a plaque to Bill Lamb on behalf of Council for his retirement.

Mr. Simpson stated it was an honor to serve along side Mr. Lamb for the last 12 years. Wished Bill and his wife Elaine the best in their future.

Ms. Hazeltine appreciated Bill being there for her as a mentor and friend, and thanked him for his service.

Mr. Shields stated Mr. Lamb was his 6<sup>th</sup> grade teacher. Thanked him for being his teacher, mayor and 12 years serving on council together.

Medina City Council  
December 11, 2023

Mr. Rose wished Bill Lamb good luck in his retirement and good luck to Elaine.

Mr. Lamb stated he appreciated everyone's comments. He stated he has thoroughly enjoyed being on city council. In appreciation to some of the people he has worked with over the years, he hopes he and they have worked together with a sense of purpose and a sense of passion.

Mr. Coyne stated throughout the time that members serve on council they generally want to be remembered by the things that they do, but it's more important to be remembered by the things that they don't do. John feels there were things that Bill Lamb didn't do that might have taken the city in a different direction which wouldn't have been a direction we would want to be in.

**Adjournment.**

There being no further business, Council adjourned at 8:17 p.m.

---

Kathy Patton, Clerk of Council

---

John Coyne III, President of Council

**(Second Reading)**  
**ORDINANCE NO. 200-23**

**AN ORDINANCE AMENDING THE SPECIAL PLANNING DISTRICT NO. 1 “SPD-1” DEVELOPMENT GUIDELINES PERTAINING TO SOUTH COURT VILLAGE.**

- WHEREAS:** Ordinance No. 249-98, passed January 11, 1999, in addition to various amendments to the Zoning Code of the Codified Ordinances of the City of Medina, Ohio, established Special Planning District No. 1 (SPD-1) and adopted a Conceptual Development Plan and associated Development Guidelines; and
- WHEREAS:** Ord. 207-06, passed October 23, 2006, amended the Special Planning District No. 1 “SPD-1” Development Guidelines; and
- WHEREAS:** Ord. 164-16, passed November 28, 2016, amended the Special Planning District No. 1 “SPD-1” Development Guidelines; and
- WHEREAS:** Ord. 156-18, passed October 22, 2018, amended the Special Planning District No. 1 “SPD-1” Development Guidelines; and
- WHEREAS:** The Planning Commission recommended at its meeting held November 9, 2023 that the City Council approve to amend the Special Planning District No. 1 Design Guidelines as proposed in Exhibit A, attached hereto and incorporated herein.
- WHEREAS:** The notice of public hearing by Medina City Council was duly published and the hearing was duly held on January 8, 2024.

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

- SEC. 1:** That the Special Planning District No. 1 “SPD-1” Development Guidelines are hereby amended as reflected in Exhibit B, attached hereto and incorporated herein.
- SEC. 2:** That this Ordinance and the various parts, sentences, paragraphs, sections, and clauses thereof are hereby declared to be severable. Should any part, sentence, paragraph, section, or clause be declared unconstitutional, null, or void by a court of competent jurisdiction, such declaration shall not have any effect on the validity of the remaining parts, sentences, paragraphs, sections, and clauses of this Ordinance.
- SEC. 3:** That this Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including but not limited to Section 121.22 of the Revised Code.

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

Effective date –

SPECIAL PLANNING DISTRICT NO. 1

Exh. A  
Proposed

"SPD-1"

DEVELOPMENT GUIDELINES

C.1. PURPOSE

The purpose of this District is to implement the South Court Village Concept Plan as outlined in the Comprehensive Plan Update (1996) for the City of Medina. In the Comprehensive Plan the South Court Village area was identified as needing special zoning in order to protect the integrity of South Court Street and residential neighborhoods while still providing an appropriate neighborhood scale of commercial development to meet the needs of the residents in this area.

C.2. STATUS OF USES

Uses within each of the SPD-1 Subdistricts as depicted on the South Court Village Conceptual Development Plan (Exhibit "C-1") shall be governed by this section. The location of these uses shall be based on the South Court Village Conceptual Development Plan, see Figure 1. *Uses shall be defined in Chapter 1105.*

- (A) SPD-1 Subdistrict "A". No building, structure or land shall be used for any purpose except as indicated below.
- (1) Principal Permitted Uses
- (a) **Neighborhood Scale Retail: General retail uses including but not limited to: retail clothing stores, barber/beauty salons, drug stores, dry cleaners, non-fast food restaurants, video stores, card shops, book stores, florists, butchers, grocery stores and banks. Commercial Uses permitted or conditionally permitted in the C-3 General Commercial District shall be principally permitted use in SPD-1 Subdistrict "A" with the exception of the following uses, which shall be prohibited: major motor vehicle repair, motor vehicle sales, crematorium, and sexually oriented business. Retail business square footage requirements found in the C-3 General Commercial District shall not apply and building footprint size for all uses shall be regulated by §C.2(A)(3) of these Development Guidelines. Numerical identification for uses in §1137.04 corresponding to specific standards in §1153.04(a) shall apply.**
- (2) Lot and Yard Requirements
- (a) None: However, spacing of proposed buildings will be reviewed during site plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
- (a) Building height shall not exceed 35 feet.
- (b) The building footprint shall not exceed 78,000 square feet for the one large "Grocery Anchor" retail building. The rest of the buildings ~~will~~ **shall** have ~~smaller~~ building footprints and ~~should consist of compact, small scale retail buildings no larger than 40,000 square feet for multi-tenant buildings and 15,000 sq. ft. for single-tenant buildings.~~
- (c) The total square footage in Subdistrict "A" shall not exceed a floor area ratio (FAR) of ~~.25~~ **.35**.
- (d) The impervious surface ratio in Subdistrict "A" shall not exceed ~~.75~~ **ISR**.
- (B) SPD-1 Subdistrict "B". No building, structure or land shall be used for any purpose except as indicated below.

- (1) Principal Permitted Uses
  - (a) ~~Offices and Services: General office uses including but not limited to: dentists, doctors, architects, lawyers, accountants, real estate, insurance, travel agents, and copy centers.~~ **Commercial Uses permitted or conditionally permitted in the C-1 Local Commercial District shall be principally permitted use in SPD-1 Subdistrict "B" with the exception of the following uses, which shall be prohibited: Bar or tavern, bed and breakfast inn, hospital, restaurant, and motor vehicle filling station. Numerical identification for uses in §1133.04 corresponding to specific standards in §1153.04(a) shall apply.**
- (2) Lot and Yard Requirements
  - (a) None: However, spacing of proposed buildings will be reviewed during plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
  - (a) Building height shall not exceed 35 feet.
  - (b) Buildings shall be compact and small scale.
  - (c) Each building footprint shall not exceed 20,000 square feet.
  - (d) The total square footage in Subdistrict "B" shall not exceed a floor area ratio (FAR) of ~~20~~ **.30**.
  - (e) The impervious surface ratio in Subdistrict "B" shall not exceed .60 ISR.
- (C) SPD-1 Subdistrict "C". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Medium Density Residential: row houses, townhouses, duplexes, single family homes, apartment building.
  - (2) Accessory-Uses
    - (a) Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses on the same lot therewith. This would include decks, open porches, patios or terraces which are permitted to extend up to 10 feet into the rear yard.
  - (3) Lot Requirements
    - (a) Minimum lot width (feet) at building line per dwelling shall be 40 feet.
    - (b) Minimum lot width (feet) at building line per dwelling shall be 23 feet for attached dwellings.
  - (4) Yard Requirements
    - (i) Detached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: five feet.
    - (ii) Attached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: zero feet between attached units.
  - (5) Building Height
    - (a) Maximum building height shall be thirty-five feet.
  - (6) Land Use Intensity
    - (a) The number of dwelling units per acre shall not exceed 8.
  - (7) Each building consisting of two or more attached units shall be situated so that there exists:
    - (a) A minimum of ten (10) feet between the buildings where two side yards meet.
    - (b) A minimum of thirty (30) feet between the buildings where two rear yards meet.
    - (c) A minimum of twenty (20) feet between the buildings where two side yards of a building of attached units meets a rear yard of attached units.

C.3 LANDSCAPING STANDARDS

- (1) Each landscape plan shall address the functional aspects of landscaping such as drainage, provisions for shade, energy conservation, sound absorption, dust abatement, reduction of glare and screening.
- (2) ~~Landscaping shall be used to screen Subdistricts "A" and "B" site from adjacent properties to the sides and rear of the property. At least a seventy-five (75) foot minimum is required for the sides of the property and a seventy-five (75) foot buffer minimum is required for the rear of Subdistricts "A" and "B" that will be adjacent to Subdistrict "C".~~  
*A minimum seventy-five (75) foot landscaped buffer yard shall be required to buffer SPD-1 from adjacent residentially zoned properties to the north and west and shall be required to buffer Subdistricts "A" and "B" from Subdistrict "C". The width of the buffer shall be measured from the adjacent property line and may include the Mast Parkway right-of-way. Landscaped materials in the buffer yard shall incorporate sight blocking plant material such as evergreens or hedges at least six (6) feet in height, situated so as to provide an effective and permanent visual buffer.*
- (3) Large, unbroken parking areas shall be avoided. Traffic or directional islands in combination with trees and plantings shall be used to divide large parking areas into smaller segments, (i.e.) 16 to 18 parking spaces between planting areas. The foregoing shall apply except for the Grocery Anchor parking area where traffic or directional islands in combination with trees and planting shall be used to divide large parking areas into smaller segments, (i.e.) 25 to 30 parking spaces between planting area.
- (4) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, parking blocks or other devices.
- (5) Where landscaping is used as screening it shall be opaque year round.
- (6) Landscape screening shall be of a height and density so that it provides the full desired effect within three years growing time.
- (7) All plants are to be living. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first.
- (8) The Owner of the property shall be responsible for the continued property maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
- (9) Once the open space buffer area between the residential and commercial/office areas has been approved and established as indicated on the Final Site Development Plan, it may not be used, disturbed or altered for any other purpose.

C.4 SIGNAGE

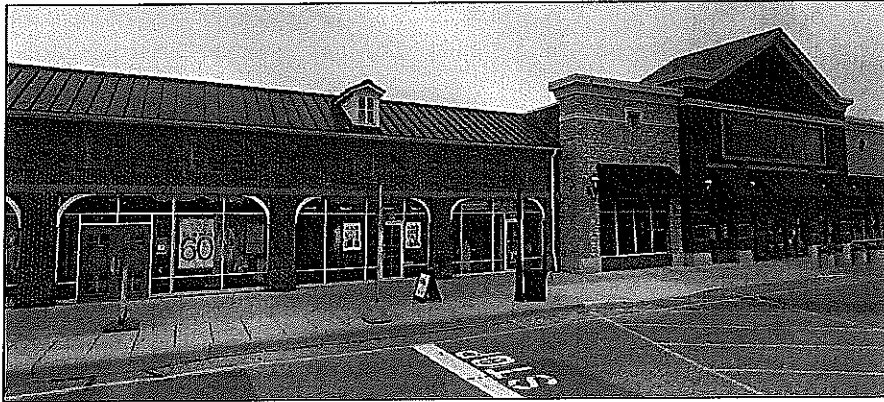
- (1) Signage in SPD-1 Subdistrict "C" shall conform to the Sign Code of Section 1147.11 Residential and Public Facility Districts ~~§1147.12~~.
- (2) Signage in SPD-1 Subdistricts "A" and "B" shall conform to general and administrative requirements found in Chapter 1147, and all signs in Subdistricts "A" and "B" shall conform to the following requirements:
  - (a) ~~That all signs be externally illuminated~~ ***Changeable copy signs shall be prohibited.***
  - (b) ~~That one exterior wall sign may be erected which advertises a business or service conducted upon the premises, with sign area determined by §1147.17.~~  
***That exterior wall signs shall conform to §1147.14(d). The "Grocery Anchor" retail building as indicated C.2(A.)(3.)(b) of this document shall comply with wall sign area requirements of §1147.14(d) and shall be permitted up to five (5) total wall signs.***
  - (c) That all internal streets shall be considered streets for the purposes of determining frontage and eligibility for additional sign area, in accordance with ~~§1147.17(b)~~ ***§1147.14(d).***
  - (d) That one sign be permitted at the primary entrance to the development on S. Court Street, with a sign area not to exceed 60 SF ***square feet*** per side, a height not to exceed 8 F ***feet***, and a setback from the right-of-way not less than 20 F ***feet***.
  - (e) That one sign be permitted at the primary entrance to Subdistrict "A" on High Point Drive, with a sign area not to exceed 60 SF ***square feet*** per side, a height not to exceed 8 F ***feet***, and a setback from the right-of-way not less than 20 F ***feet***.
  - (f) That one sign be permitted near the intersection of S. Court Street and High Point Drive, with a sign area not to exceed 150 SF ***square feet*** per side, a height not to exceed 20 F ***feet***, and a setback from S. Court Street and High Point Drive rights-of-way not less than 20 F ***feet***.
  - (g) That no additional ground signs shall be permitted in Subdistrict "A".

C.5 GENERAL DESIGN STANDARDS

- (1) Consistency with the goals, policies and recommendations as set forth in the City of Medina Comprehensive Plan for the South Court Village.
- (2) Pedestrian access is important and sidewalks must be provided along streets. Walkways and bike paths are also encouraged.
- (3) The site should be developed with a compact combination of land uses, to maximize the amount of open space on the site.
- (4) Curb cuts, internal drives, parking areas and pedestrian walkways shall be arranged to promote safe and efficient movement within the site, between adjacent sites, and between the site and the adjacent thoroughfare system.
- (5) The interior circulation pattern and entrance onto S. Court Street should be designed to minimize impact on the S. Court St. traffic flow. ~~There shall be one primary~~ ***In addition to Mast Parkway, one (1) additional*** access point onto S. Court Street for Subdistrict "B" ~~Office and Services "A"~~ ***is permitted, subject to the approval of ODOT.***
- (6) ~~There shall be one primary~~ ***up to three (3)*** access points onto High Point Drive for the Subdistrict "A" ~~Neighborhood Scale Retail~~ and up to two (2) access points onto High Point Drive for Subdistrict "C" ~~Medium Density Residential~~. ***In Subdistrict "A", access drives on High Point Drive shall not exceed 80 ft. in width at the curb for the westernmost drive and 75 ft. in width at the curb for the middle and easternmost drives.***
- (7) Large parking lots highly visible from the street are discouraged. Customer parking areas shall be conveniently accessible to building entrances and well screened and landscaped from the street and include islands and planting areas.



- (8) Service areas, refuse storage areas and other such areas shall be fully screened from view within the commercial/office developments and from adjacent development. Development plans shall indicate a separation of service traffic from customer traffic.
- (9) Refuse storage areas shall be screened from public view by at least a six foot high solid fence/wall.
- (10) The scale of new development should be compatible with surrounding architecture in relation to building materials and scale of buildings.
- (11) Once an architectural theme is initially established for the South Court Village site *Subdistricts "A" and "B"*, later phases of buildings constructed should reflect the same architectural theme.
- (12) ~~Roof pitch should appear to be slanted through the use of architecturally acceptable facade treatments.~~ ***Facades with street frontage or with public entrances shall incorporate a mix of exterior materials, varied rooflines, and design features. Design features include, but are not limited to, windows, wall projections, awnings, use of brick or stone, material or color accents, and decorative lighting fixtures. Facades with street frontage without design features are not permitted. An example of a permitted facade is found below in Figure 1:***



*Figure 1*

- (13) All on-site utilities shall be located underground unless required by the utility to be otherwise located. ***This requirement shall not apply to existing above ground utilities adjacent to South Court Street.***
- (14) A front facade shall be architecturally emphasized, although all sides of a building should be architecturally consistent with the front facade.
- (15) ~~For commercial or office uses, a single or multiple building project must provide a design that emphasizes an activity level from the street. Blank walls are discouraged, walls with doors and windows are encouraged.~~
- (1615) Windows with multiple window panes are preferred. Total shutter size should be equal to window size ***in Subdistrict "C"***.

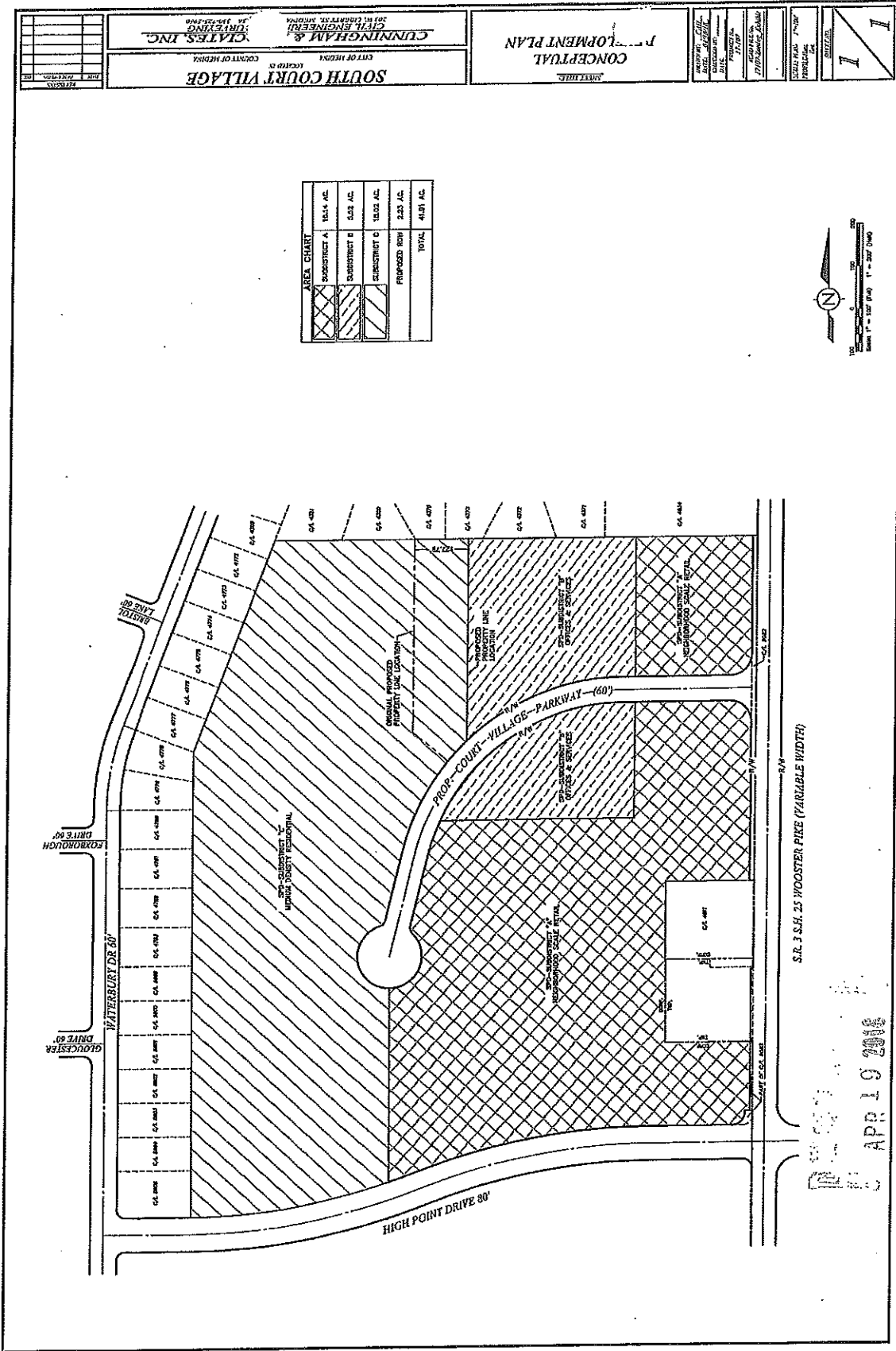


EXHIBIT 2

Ekh. B  
NEW

SPECIAL PLANNING DISTRICT NO. 1

"SPD-1"

DEVELOPMENT GUIDELINES

C.1. PURPOSE

The purpose of this District is to implement the South Court Village Concept Plan as outlined in the Comprehensive Plan Update (1996) for the City of Medina. In the Comprehensive Plan the South Court Village area was identified as needing special zoning in order to protect the integrity of South Court Street and residential neighborhoods while still providing an appropriate neighborhood scale of commercial development to meet the needs of the residents in this area.

C.2 STATUS OF USES

Uses within each of the SPD-1 Subdistricts as depicted on the South Court Village Conceptual Development Plan (Exhibit "C-1") shall be governed by this section. The location of these uses shall be based on the South Court Village Conceptual Development Plan, see Figure 1. Uses shall be defined in Chapter 1105.

- (A) SPD-1 Subdistrict "A". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Commercial Uses permitted or conditionally permitted in the C-3 General Commercial District shall be principally permitted use in SPD-1 Subdistrict "A" with the exception of the following uses, which shall be prohibited: major motor vehicle repair, motor vehicle sales, crematorium, and sexually oriented business. Retail business square footage requirements found in the C-3 General Commercial District shall not apply and building footprint size for all uses shall be regulated by §C.2(A)(3) of these Development Guidelines. Numerical identification for uses in §1137.04 corresponding to specific standards in §1153.04(a) shall apply.
    - (2) Lot and Yard Requirements
      - (a) None: However, spacing of proposed buildings will be reviewed during site plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
    - (3) Building Requirements
      - (a) Building height shall not exceed 35 feet.
      - (b) The building footprint shall not exceed 78,000 square feet for one large "Grocery Anchor" retail building. The rest of the buildings shall have building footprints no larger than 40,000 square feet for multi-tenant buildings and 15,000 sq. ft. for single-tenant buildings.
      - (c) The total square footage in Subdistrict "A" shall not exceed a floor area ratio (FAR) of .35.
      - (d) The impervious surface ratio in Subdistrict "A" shall not exceed .75 ISR.
- (B) SPD-1 Subdistrict "B". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Commercial Uses permitted or conditionally permitted in the C-1 Local Commercial District shall be principally permitted use in SPD-1 Subdistrict "B" with the exception of the following uses, which shall be prohibited: Bar or tavern, bed and breakfast inn,

hospital, restaurant, and motor vehicle filling station. Numerical identification for uses in §1133.04 corresponding to specific standards in §1153.04(a) shall apply.

- (2) Lot and Yard Requirements
  - (a) None: However, spacing of proposed buildings will be reviewed during plan review based on standards found in Chapter 1109 (Site Plan Review), Chapter 1114 (Special Planning Districts) and Appendix C.
- (3) Building Requirements
  - (a) Building height shall not exceed 35 feet.
  - (b) Buildings shall be compact and small scale.
  - (c) Each building footprint shall not exceed 20,000 square feet.
  - (d) The total square footage in Subdistrict "B" shall not exceed a floor area ratio (FAR) of .30.
  - (e) The impervious surface ratio in Subdistrict "B" shall not exceed .60 ISR.
- (C) SPD-1 Subdistrict "C". No building, structure or land shall be used for any purpose except as indicated below.
  - (1) Principal Permitted Uses
    - (a) Medium Density Residential: row houses, townhouses, duplexes, single family homes, apartment building.
  - (2) Accessory-Uses
    - (a) Accessory uses, buildings, and structures customarily incidental to any of the aforesaid principal permitted uses on the same lot therewith. This would include decks, open porches, patios or terraces which are permitted to extend up to 10 feet into the rear yard.
  - (3) Lot Requirements
    - (a) Minimum lot width (feet) at building line per dwelling shall be 40 feet.
    - (b) Minimum lot width (feet) at building line per dwelling shall be 23 feet for attached dwellings.
  - (4) Yard Requirements
    - (i) Detached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: five feet.
    - (ii) Attached Dwellings
      - (a) Minimum front yard depth: twenty feet.
      - (b) Minimum rear yard depth: fifteen feet.
      - (c) Minimum side yard depth: zero feet between attached units.
  - (5) Building Height
    - (a) Maximum building height shall be thirty-five feet.
  - (6) Land Use Intensity
    - (a) The number of dwelling units per acre shall not exceed 8.
  - (7) Each building consisting of two or more attached units shall be situated so that there exists:
    - (a) A minimum of ten (10) feet between the buildings where two side yards meet.
    - (b) A minimum of thirty (30) feet between the buildings where two rear yards meet.
    - (c) A minimum of twenty (20) feet between the buildings where two side yards of a building of attached units meets a rear yard of attached units.

### C.3 LANDSCAPING STANDARDS

- (1) Each landscape plan shall address the functional aspects of landscaping such as drainage, provisions for shade, energy conservation, sound absorption, dust abatement, reduction of glare and screening.
- (2) A minimum seventy-five (75) foot landscaped buffer yard shall be required to buffer SPD-1 from adjacent residentially zoned properties to the north and west and shall be required to buffer

Subdistricts "A" and "B" from Subdistrict "C". The width of the buffer shall be measured from the adjacent property line and may include the Mast Parkway right-of-way. Landscaped materials in the buffer yard shall incorporate sight blocking plant material such as evergreens or hedges at least six (6) feet in height, situated so as to provide an effective and permanent visual buffer.

- (3) Large, unbroken parking areas shall be avoided. Traffic or directional islands in combination with trees and plantings shall be used to divide large parking areas into smaller segments, (i.e.) 16 to 18 parking spaces between planting areas. The foregoing shall apply except for the Grocery Anchor parking area where traffic or directional islands in combination with trees and planting shall be used to divide large parking areas into smaller segments, (i.e.) 25 to 30 parking spaces between planting area.
- (4) In locations where plants will be susceptible to injury by pedestrians or motor traffic, they shall be protected by appropriate curbs, parking blocks or other devices.
- (5) Where landscaping is used as screening it shall be opaque year round.
- (6) Landscape screening shall be of a height and density so that it provides the full desired effect within three years growing time.
- (7) All plants are to be living. All unhealthy or dead plant material shall be replaced within one year, or by the next planting period, whichever comes first.
- (8) The Owner of the property shall be responsible for the continued property maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
- (9) Once the open space buffer area between the residential and commercial/office areas has been approved and established as indicated on the Final Site Development Plan, it may not be used, disturbed or altered for any other purpose.

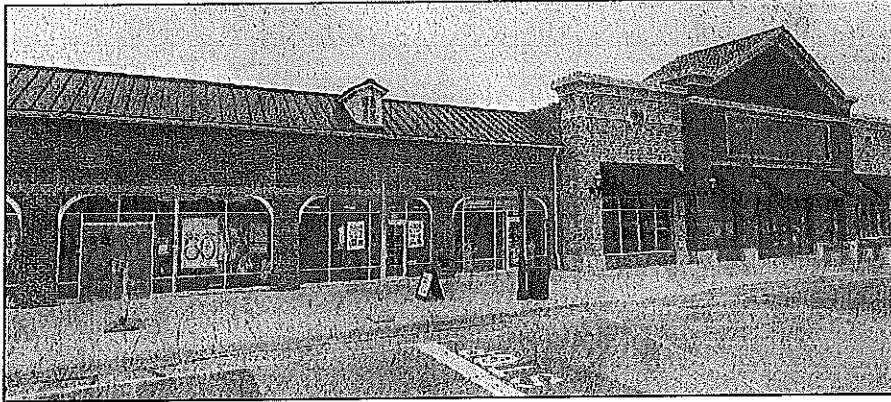
C.4 SIGNAGE

- (1) Signage in SPD-1 Subdistrict "C" shall conform to §1147.12.
- (2) Signage in SPD-1 Subdistricts "A" and "B" shall conform to general and administrative requirements found in Chapter 1147, and all signs in Subdistricts "A" and "B" shall conform to the following requirements:
  - (a) Changeable copy signs shall be prohibited.
  - (b) That exterior wall signs shall conform to §1147.14(d). The "Grocery Anchor" retail building as indicated C.2(A.)3.(b) of this document shall comply with wall sign area requirements of §1147.14(d) and shall be permitted up to five (5) total wall signs.
  - (c) That all internal streets shall be considered streets for the purposes of determining frontage and eligibility for additional sign area, in accordance with §1147.14(d).
  - (d) That one sign be permitted at the primary entrance to the development on S. Court Street, with a sign area not to exceed 60 square feet per side, a height not to exceed 8 feet, and a setback from the right-of-way not less than 20 feet.
  - (e) That one sign be permitted at the primary entrance to Subdistrict "A" on High Point Drive, with a sign area not to exceed 60 square feet per side, a height not to exceed 8 feet, and a setback from the right-of-way not less than 20 feet.
  - (f) That one sign be permitted near the intersection of S. Court Street and High Point Drive, with a sign area not to exceed 150 square feet per side, a height not to exceed 20 feet, and a setback from S. Court Street and High Point Drive rights-of-way not less than 20 feet.
  - (g) That no additional ground signs shall be permitted in Subdistrict "A".

C.5 GENERAL DESIGN STANDARDS

- (1) Consistency with the goals, policies and recommendations as set forth in the City of Medina Comprehensive Plan for the South Court Village.
- (2) Pedestrian access is important and sidewalks must be provided along streets. Walkways and bike paths are also encouraged.
- (3) The site should be developed with a compact combination of land uses, to maximize the amount of open space on the site.
- (4) Curb cuts, internal drives, parking areas and pedestrian walkways shall be arranged to promote safe and efficient movement within the site, between adjacent sites, and between the site and the adjacent thoroughfare system.
- (5) The interior circulation pattern and entrance onto S. Court Street should be designed to minimize impact on the S. Court St. traffic flow. In addition to Mast Parkway, one (1) additional access point onto S. Court Street for Subdistrict "A" is permitted, subject to the approval of ODOT.
- (6) There shall be up to three (3) access points onto High Point Drive for Subdistrict "A" and up to two (2) access points onto High Point Drive for Subdistrict "C". In Subdistrict "A", access drives on High Point Drive shall not exceed 80 ft. in width at the curb for the westernmost drive and 75 ft. in width at the curb for the middle and easternmost drives.
- (7) Large parking lots highly visible from the street are discouraged. Customer parking areas shall be conveniently accessible to building entrances and well screened and landscaped from the street and include islands and planting areas.
- (8) Service areas, refuse storage areas and other such areas shall be fully screened from view within the commercial/office developments and from adjacent development. Development plans shall indicate a separation of service traffic from customer traffic.
- (9) Refuse storage areas shall be screened from public view by at least a six foot high solid fence/wall.
- (10) The scale of new development should be compatible with surrounding architecture in relation to building materials and scale of buildings.
- (11) Once an architectural theme is initially established for Subdistricts "A" and "B", later phases of buildings constructed should reflect the same architectural theme.

- (12) Facades with street frontage or with public entrances shall incorporate a mix of exterior materials, varied rooflines, and design features. Design features include, but are not limited to, windows, wall projections, awnings, use of brick or stone, material or color accents, and decorative lighting fixtures. Facades with street frontage without design features are not permitted. An example of a permitted facade is found below in Figure 1:



*Figure 1*

- (13) All on-site utilities shall be located underground unless required by the utility to be otherwise located. This requirement shall not apply to existing above ground utilities adjacent to South Court Street.
- (14) A front facade shall be architecturally emphasized, although all sides of a building should be architecturally consistent with the front facade.
- (15) Windows with multiple window panes are preferred. Total shutter size should be equal to window size in Subdistrict "C".

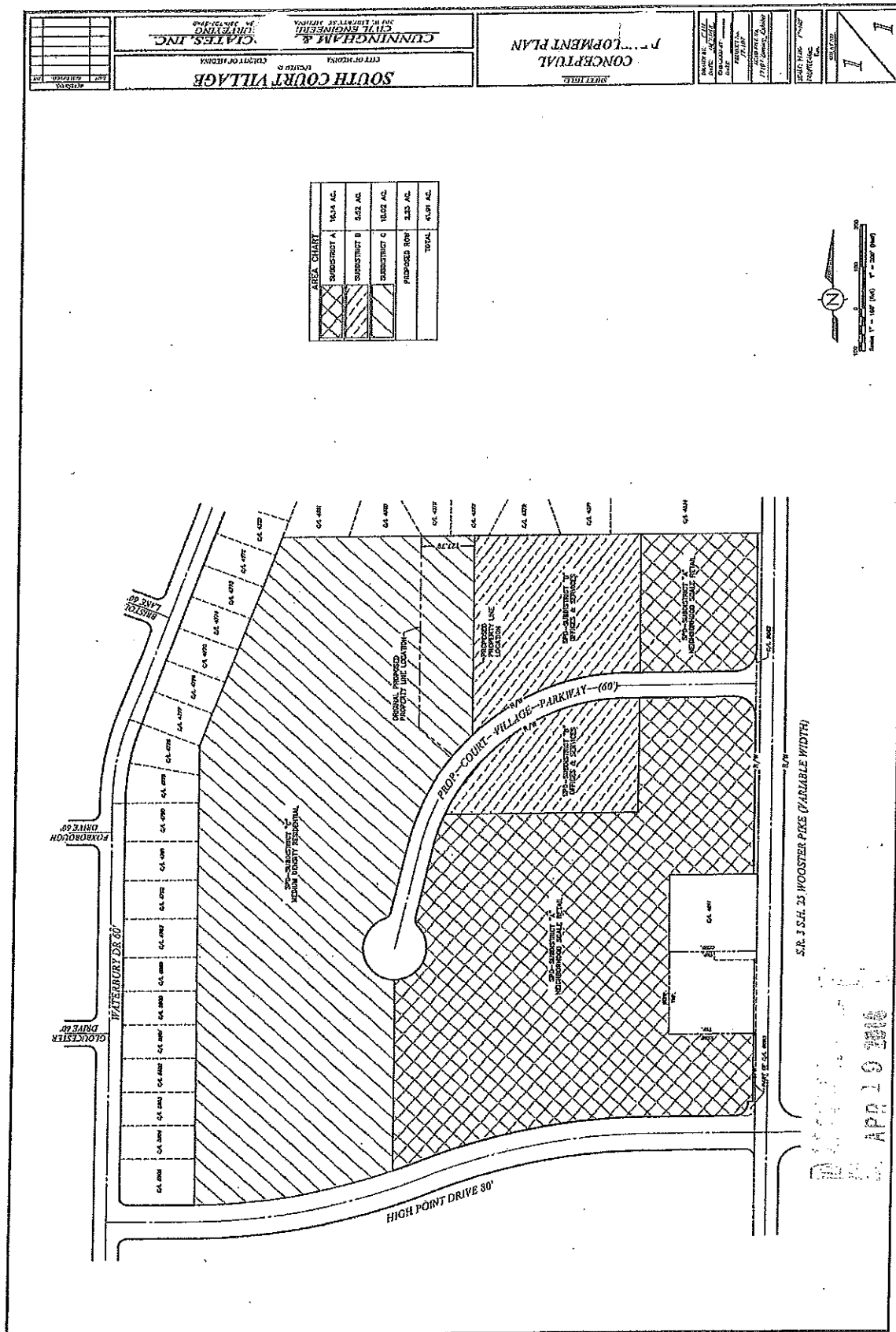


EXHIBIT 2



**ORDINANCE NO. 1-24**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO EPIC AVIATION FOR THE PURCHASE OF JET-A FUEL AT THE MEDINA MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the expenditure to Epic Aviation LLC is hereby authorized for the Finance Department.

**SEC. 2:** That the funds to cover this expenditure, in the estimated amount of \$135,000.00, are available in Account No. 547-0650-53314.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**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 pay for fuel purchased in January, 2024; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 2-24**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO GREEN HOME SOLUTIONS FOR THE PRIVATE HOME REHABILITATION AT 520 NORTH STATE ROAD AS PART OF THE PY22 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the payment of \$50,065.00 is hereby authorized to Green Home Solutions for the Private Home Rehabilitation at 520 North State Road, Medina, as part of the PY22 CHIP Grant Program, Activity #AC-22-07.

**SEC. 2:** That the funds to cover this payment in the amount of \$50,065.00 are available in Account No. 139-0462-52215.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**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 not delay payment to the contractor; 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**

**ORDINANCE NO. 3-24**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO GREEN HOME SOLUTIONS FOR THE PRIVATE HOME REHABILITATION AT 850 NORTH HUNTINGTON STREET AS PART OF THE PY22 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the payment of \$40,575.00 is hereby authorized to Green Home Solutions for the Private Home Rehabilitation at 850 North Huntington Street, Medina, as part of the PY22 CHIP Grant Program, Activity #AC-22-07.

**SEC. 2:** That the funds to cover this payment in the amount of \$40,575.00 are available in Account No. 139-0462-52215.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**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 not delay payment to the contractor; 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**

**RESOLUTION NO. 4-24**

**A RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE TAX ADVANCES DURING THE YEAR 2024 PURSUANT TO OHIO REVISED CODE SECTION 321.34, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the County Auditor is hereby requested to draw and the County Treasurer to pay on such draft, to the Director of Finance of the City of Medina, Ohio such money as may be in the county treasury from time to time during the year 2024, to the account of the City of Medina, Ohio and lawfully applicable to the purpose of the current fiscal year in which such request is made. Such payments are to be made from time to time as the Director of Finance may request.

**SEC. 2:** That the Clerk of Council is hereby directed to transmit a certified copy of this resolution to the Medina County Auditor.

**SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this 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 Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

Res. 4-24  
Exh. A

**REQUEST FOR ADVANCE OF TAXES COLLECTED**

MUNICIPALITIES, SCHOOL DISTRICTS, TOWNSHIPS

Rev. Code Sec 321.34

To the Auditor of Medina County, Ohio:

Medina, Ohio, January 8, 2024.

YOU ARE HEREBY REQUESTED to issue your warrant upon the County Treasurer of said County in favor of Keith Dirham as 1 Finance Director of 2 The City of Medina in said County for all available Dollars, of the current collection of taxes assessed and collected for and in behalf of said 3 City which shall be held and treated as an advance payment on the current collection of taxes due said 3 City at the ensuing settlement, 2024, as provided by law.

Pursuant to a Resolution adopted by the 4 Medina City Council, adopted \_\_\_\_\_, 2024. Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
President of the Board ~~City~~ - Village Treasurer

\_\_\_\_\_  
Fiscal Officer/Treasurer

- 
1. Fiscal Officer or Treasurer
  2. \_\_\_\_\_ School District. \_\_\_\_\_ Township or the (City - Village) of \_\_\_\_\_
  3. District, Township or Municipality
  4. Board of Education of said School District, Board of Trustees of said Township, or Council of said Municipality.

**ORDINANCE NO. 5-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AND SURVEYING AGREEMENT WITH CUNNINGHAM AND ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR THE MEDINA STREET BRIDGE REPLACEMENT PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute an Engineering and Surveying Agreement with Cunningham and Associates, Inc. for engineering design services for the Medina Street Bridge Replacement Project.

**SEC. 2:** That the funds to cover the agreement in the estimated amount of \$72,850.00 are available in Account No. 108-0610-54411.

**SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

ENGINEERING AND SURVEYING AGREEMENT

ORD. 5-24  
Exh. A

for the

MEDINA STREET BRIDGE REPLACEMENT  
DESIGN SERVICES CONTRACT

in the

CITY OF MEDINA, OHIO

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, pursuant to Ordinance No. \_\_\_\_\_

between the **City of Medina, Ohio**, 132 North Elmwood Avenue, Medina, Ohio ("Owner")

and **Cunningham & Associates, Inc.**, 203 West Liberty Street, Medina, Ohio ("Engineer").

Owner's Project of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Medina Street Bridge Replacement - Design Service Contract**

Engineer's Services under this Agreement are generally identified as follows:

Refer to Engineering and Surveying Proposal – See Exhibit A attached

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time as agreed upon by the Engineer and the City.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete

construction. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
  - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability

for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment:*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1. A Lump Sum Design Fee of \$72,850.00**

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are listed as part of Exhibit A, attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Medina, Ohio

ENGINEER: Cunningham & Associates, Inc.

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

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

Title: Dennis Hanwell, Mayor

Title: Nils E. Johnson, P.E. - President

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

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

Engineer License or Firm's Certificate  
Number: 01536

State of: Ohio

Approved for Legal Form:

\_\_\_\_\_  
Director of Law  
City of Medina, OH

EXHIBIT A



# Cunningham & Associates, Inc.

Civil Engineering & Surveying  
203 W. Liberty St., Medina, Oh 44256  
Phone: (330) 725-5980 \* Fax (330) 725-8019

December 5, 2023

City of Medina  
Patrick Patton, P.E.  
City Engineer  
132 North Elmwood Avenue  
Medina, OH 44258

Re: Engineering and Surveying Services  
Medina Street Bridge Replacement  
City of Medina, Medina County, Ohio

Dear Mr. Patton,

We are pleased to submit this proposal covering the engineering and surveying services necessary to prepare construction drawings for the Medina Street Bridge Replacement. Our proposal is based on the project scope in the RFQ prepared by the City of Medina dated September 22, 2023.

We propose to provide the necessary engineering and surveying services for the replacement of the Medina Street Bridge project as follows:

## **SCOPE OF SERVICES AND DESIGN TASKS**

### **A) Topographic Survey & Existing Conditions Plan:**

This section is intended to provide a detailed topographic survey and existing conditions plan to include the following:

- Establish centerline right-of-ways for Medina Street
- Locate any monuments and property corners that can be used for control within the construction drawings
- Reference points and benchmarks
- Property lines, right-of-way lines
- Provide cross sections at appropriate intervals

City of Medina -2- December 5, 2023

- Locate all utilities within the defined project area
- Topographic information – identify ground features. Locate all trees, vegetation, and landscaping within the defined project area.
- Driveway aprons and driveways
- House walks and sidewalks
- Locate existing storm and sanitary sewers with casting elevations and inverts elevations.
- Locate all water valves, meter vaults, hydrants, and other related water items

**Lump Sum Fee:      \$6,500.00**

**B) Environmental Assessment**

This section is intended to provide professional environmental services for the proposed reconstruction of the bridge crossing. It is believed that this work will fall under the Army Corps of Engineers Nationwide Permit #3.

- **Task 1 - Preliminary Ecological Assessment**  
In order to determine what quality and type of ecological resources are present within the Study Area, we will conduct a preliminary ecological assessment to evaluate current conditions.
- **Task 2 - Ecological Professional Opinion Letter**  
We propose to review the information gathered and retained per Task 1 along with pertinent construction plans and details to determine what level of ecological permitting, if any, would be needed to perform the proposed work.

**Lump Sum Fee:      \$4,400.00**

**NOTE: If the letter authored per Task 2 identifies any additional ecological surveys and/or permits, a subsequent proposal will be issued to the client to perform these services.**

**C) Hydrologic/Hydraulic Analysis**

This section is intended to cover the necessary analysis to include the following:

- Hydrologic study of watershed to determine peak flow events
- Hydraulic Analysis of proposed bridge structure and stream channels immediately upstream and downstream

**Lump Sum Fee:      \$4,750.00**

D) **Structural Analysis**

This section is intended to cover the coordination of the structural analysis of the proposed bridge structures, abutments, wing walls, and foundations.

- All geotechnical work to be coordinated and provided by the City of Medina.
- The majority of the structural design and calculations will be provided by the pre-cast supplier.

**Lump Sum Fee: \$6,500.00**

E) **Design**

This section is intended to encompass work relating to all other aspects of the project not included within the hydraulic and structural analysis, including but not limited to: utilities, roadway pavement, sidewalks, etc.

**Lump Sum Fee: \$6,500.00**

F) **Right-Of-Way**

This section is intended to cover the necessary work within the plans relative to the existing road right-of-way and proposed temporary and permanent additional right-of-way areas to include the following:

- Complete ownership research, provide current parcel ownership information on plans
- Show property lines on base map and plan/profile sheets
- Preparation of legal description and plats for the necessary right-of-way acquisition.

**Lump Sum Fee: \$4,500.00**

G) **Utility Relocation Plans**

This section is intended to cover the preparation of the necessary plan and profile drawings for the relocation of utilities.

**Lump Sum Fee: \$5,700.00**

H) **Detailed Construction Plans**

This section is intended to cover the design and preparation of detailed construction drawings to include the following items:

- Title Sheet
- Existing Conditions Plan/Demolition Plan
- Geometric Plan with control points
- Plan and profile sheets showing all proposed improvements including utilities
- Cross sections including typical sections
- Culvert/Bridge detailed plans
- Pavement plans
- Maintenance of traffic plans
- General notes and City construction standards
- Standard Details

**Lump Sum Fee:      \$26,500.00**

D) **Bid Documents and Specifications**

This section is intended to cover preparation of the following to assist the City in preparation of the project manual to include the following:

- Preparation of project unit price quantities
- Engineer's estimate of project construction cost
- Provide final plans including specifications

**Lump Sum Fee:      \$4,500.00**

J, K, L) **Project and Construction Administration**

This section is intended to cover the necessary services to assist the City during the bidding phase and construction phase of the project to include the following:

- Attendance at necessary project meetings
- Response to pre-bid questions and request for information during the bidding phase
- Review shop drawings/material submittals
- Assist with technical questions that arise during construction

**(To be billed hourly as requested. Estimated budget \$3,000.00)**

<b>TOTAL DESIGN FEE =</b>	<b>\$72,850.00</b>
---------------------------	--------------------



City of Medina -5- December 5, 2023

**ADDITIONAL SERVICES:**

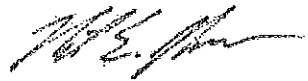
Additional services may be necessary to complete this project and can be provided as requested. These services may include construction staking, construction inspection, preparation of as-built drawings, or re-establishing roadway monuments and right-of-way pins. These services can be provided in accordance with the following schedule of hourly rates; or a separate proposal can be provided if requested:

<b>Office/Clerical</b>	<b>\$ 60.00 per hour</b>
<b>Field Inspector</b>	<b>\$ 65.00 per hour</b>
<b>CAD Designer I</b>	<b>\$ 80.00 per hour</b>
<b>CAD Designer II</b>	<b>\$100.00 per hour</b>
<b>Surveying Technician</b>	<b>\$105.00 per hour</b>
<b>Design Engineer</b>	<b>\$120.00 per hour</b>
<b>Professional Surveyor I</b>	<b>\$125.00 per hour</b>
<b>Professional Surveyor II</b>	<b>\$155.00 per hour</b>
<b>Professional Engineer I</b>	<b>\$140.00 per hour</b>
<b>Professional Engineer II</b>	<b>\$175.00 per hour</b>
<b>2-Man Survey Crew</b>	<b>\$195.00 per hour</b>
<b>1-Man Survey Crew</b>	<b>\$155.00 per hour</b>

The City of Medina shall pay for all testing, legal services, recording fees, permit fees, application fees, review fees and inspection fees that may be required to accomplish the work covered by this proposal.

Thank you for considering us for this work and if there are any questions or a need for further clarification, please do not hesitate to call.

Very truly yours,



Nils E. Johnson, P.E.

**RESOLUTION NO. 6-24**

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF DEVELOPMENT FOR A WATER AND WASTEWATER INFRASTRUCTURE GRANT, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application with the Ohio Department of Development for a Water and Wastewater Infrastructure Grant to replace aging water lines in the historic district.

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

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

**SEC. 4:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is due no later than January 17, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 7-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO THE GRANGER ROAD WATER LINE, AND REPEALING ORD. NO. 168-23, PASSED OCTOBER 23, 2023.**

**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 with the Medina County Board of Commissioners pertaining to the transfer of water service provider for parcels located in the Township of Medina on Granger Road (addresses from #3733 though #4056) and Weymouth Road (addresses #4463 and #4483).

**SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein, and is subject to the final approval of the Law Director.

**SEC. 3:** That Ordinance No. 168-23, passed October 23, 2023, is hereby repealed.

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

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

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

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

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

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

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

# DRAFT #2 – 09/27/2023

ORD. 7-24  
Exh. A

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Medina ("CITY") and Medina County Board of Commissioners ("COUNTY") on this \_\_\_\_ day of \_\_\_\_\_, 202~~4~~.

WHEREAS, the City of Medina wishes to transfer the provision of water service for PARCELS LOCATED in the TOWNSHIP OF MEDINA on GRANGER ROAD (Addresses from #3733 though #4056) and WEYMOUTH ROAD (Addresses #4463 and #4483) to the Medina County Board of Commissioners.

WHEREAS, the Medina County Board of Commissioners will accept the transfer of the provision of water service in the Township of Medina on GRANGER ROAD (Address from #3733 through #4056) and WEYMOUTH ROAD (Address #4463 and #4483).

WHEREAS, the Parties agree that the transfer of the provision of water services pursuant to this Memorandum of Understanding ("MOU") shall be as follows:

### Section I: Project Description

The CITY is currently the water service provider for 33 residential properties within the roads noted above and as shown in Exhibit "A" that are within Medina Township outside the CITY limits. The CITY'S existing 8" and 10" water main services these areas along Granger and Weymouth Road.

Due to an emergency break of the City's 8" water main running under the West Branch of the Rocky River, the City is no longer able to serve these customers. The City and the County installed a temporary connection between adjacent City and County fire hydrants near 3733 Granger Road to supply the City's customers temporarily.

The COUNTY currently owns existing 16" water mains that run near the CITY'S 8" and 10" water mains at the intersection of Granger Road and Weymouth Road (SR 3) and near 3733 Granger Road that can provide permanent water service to these properties.

The CITY requests that the COUNTY become the water service provider for the 33 residential properties by connecting the City's 10 inch water line to the County's 16 inch water line at both the intersection of Granger Road and Weymouth Road (SR 3) and near 3733 Granger Road as indicated on Exhibit "A". With the transfer of service the COUNTY will assume ownership and maintenance responsibilities of all existing CITY water mains that service these properties.

Construction of the two (2) interconnects from the CITY'S 10 inch water line to the COUNTY'S 16 inch water line will begin as soon as possible.

# DRAFT #2 – 09/27/2023

## Section II – Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the transfer of water service(s) from the CITY'S water supply system to the COUNTY'S water supply system.

## Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY and COUNTY shall each bear fifty percent (50%) of the total costs for engineering, materials, labor, equipment, construction, inspection, surveying and project administration for this project.
2. The CITY has engaged Rolling, Hovevar, Inc., to complete the design and prepare the construction plans for the two interconnections from the CITY'S 10 inch water main to the COUNTY'S 16 inch water main on Granger Road; as referenced in Exhibit "B". The COUNTY will review this improvement plan for approval. Once approved by the COUNTY, the COUNTY will submit the plans to the Ohio Environmental Protection Agency (OEPA) for approval.
3. Once the interconnect plans have been approved by the Ohio EPA, the CITY shall solicit proposals from contractors based on the agreed upon scope of work for the two (2) water transfer locations. The CITY shall provide the proposals to the COUNTY for review and the CITY and COUNTY shall both agree upon the proposal to be selected.
4. The CITY shall enter into a contract with the selected contractor for the completion of the water service transfer work. All payments per the contract shall be made by the CITY.
5. Upon completion of the water service transfers, the COUNTY shall furnish and install new water meters to each of the water meter service locations. The CITY and the COUNTY shall each bear 50% of the costs for the purchase of the new water meters.
6. A preliminary cost estimate to fully complete the two (2) interconnections and complete the water service transfer of all properties from the CITY'S water supply system to the COUNTY'S is as follows:
  - Interconnect from the CITY'S 10 inch water line to the COUNTY'S 16 water line at the intersection of Granger Road and Weymouth Road: \$40,000.
  - Interconnect from the CITY'S 10 inch water line to the COUNTY'S 16 water line at 3733 Granger Road \$80,000.
  - Water meter change out equipment costs: \$10,000.
  - Total preliminary cost estimate = \$130,000
7. The COUNTY agrees to provide all costs and invoices to the CITY for required equipment and materials associated with the water meter change outs.

## DRAFT #2 – 09/27/2023

8. The actual final total cost for the project shall be calculated by the CITY upon completion of all project components as listed above and provided to the COUNTY for review. The COUNTY and CITY shall agree upon the final total project cost prior to the CITY invoicing the COUNTY. The CITY shall provide the COUNTY with an invoice for County's share (50%) of the total cost for the project subtracting out the amount the City owes to the County for 50% of the costs for the purchase of the new water meters.
9. The COUNTY shall submit payment for their total share (50%) to the CITY within sixty (60) days after receiving the invoice from the CITY.
10. The CITY hereby grants permission to the COUNTY and their respective authorized agents and employees to enter upon the Property known as (parcel 026-06D-16-011) to inspect, maintain, and repair said water main until said time the water main is relocated within the Granger Road right-of-way.

### Section IV – Future Work

1. There are five (5) existing service addresses on Granger Road that are currently tapped into the CITY's old 8 inch water line (Addresses #4014, #4024, #4034, #4044 and #4056). These five (5) service addresses are a part of the 23 services that will be served immediately upon completion of the interconnection project referenced herein. The City will transfer these services from the 8 inch water line on Granger to the 10 inch water line on Granger within three (3) months of the date of this MOU. The City will pay for the costs to complete this work.
2. The CITY will transfer two existing services on Weymouth Road (Addresses #4440 and #4454) to the COUNTY'S 16 inch water line on Weymouth Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer these services. The COUNTY will become the water service provider for these two properties.
3. There are two (2) existing services on Granger Road that are currently tapped into the City's 6 inch water line located on the water plant property (Addresses #3744/#3770 and #3746). The City will transfer these services from the 6 inch water line to the new 12 inch water line within three (3) months of the date of this MOU. The City will pay for the costs to complete this work.
4. The CITY will transfer one (1) existing service located at 3821 Granger Road from the CITY'S 20 inch water main to the COUNTY'S 10 inch water line on Granger Road within six (6) months of the date of this MOU. The CITY will pay for the cost to transfer this service. The COUNTY will become the water service provider for this property.
5. Both parties acknowledge that the existing 10 inch water line that crosses the Rocky River just west of the CITY'S Water Plant at 3733 Granger Road must be replaced within nine (9) months of this agreement. Both parties agree to share 50% of the cost of the engineering, design, plan preparation, right of way acquisition and construction to replace approximately 200 linear feet of this water line where it crosses the Rocky River at a time to be determined by the COUNTY. The total estimated cost for this work is \$200,000.

# DRAFT #2 – 09/27/2023

6. There are ten (10) existing CITY customers served from a 2 inch private line running east from the CITY'S old water plant at 3733 Granger Road (Exhibit "C"). These ten (10) residences will continue to be CITY customers after the interconnection work is complete. Water will be provided through the CITY'S service connection at 3733 Granger. At some point in the future after a mutually agreeable resolution pertaining to ownership and maintenance responsibilities of the 2 inch private line has been reached by all parties the Parties intend to transfer these ten (10) customers to the County.

## Section V – Ownership and Maintenance

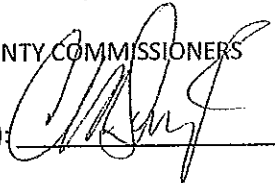
The COUNTY shall take ownership and maintenance responsibilities for all current CITY owned water mains and appurtenances described within this MOU and the project limits described on the attached Exhibit "B" that shall be remain in service and be used for water supply by the COUNTY.

IN WITNESS WHEREOF; the Parties to this MOU, have executed this MOU as of the date and year first written above.

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature):



By (signature):

Printed Name:

Colleen M. Swedyk

Printed Name:

Title:

Board President

Title:

Date:

12/19/23

Date:

Exhibit A.1

**IMMEDIATE TRANSFERS - No Further Work Required**

These services currently on City's 10 inch line on Granger that will be served by the County immediately after interconnection project is completed. No further work is required.

- |    |  |                                     |
|----|--|-------------------------------------|
| 1  | 3733 GRANGER ROAD (old City Water Treatment Plant) |                                     |
| 2  | 3800 GRANGER ROAD                                  |                                     |
| 3  | 3820 GRANGER ROAD                                  |                                     |
| 4  | 3830 GRANGER ROAD                                  |                                     |
| 5  | 3831 GRANGER ROAD                                  |                                     |
| 6  | 3831 GRANGER ROAD                                  |                                     |
| 7  | 3864 GRANGER ROAD                                  |                                     |
| 8  | 3887 GRANGER ROAD                                  |                                     |
| 9  | 3896 GRANGER ROAD                                  |                                     |
| 10 | 3920 GRANGER ROAD                                  |                                     |
| 11 | 3929 GRANGER ROAD                                  |                                     |
| 12 | 3939 GRANGER ROAD                                  |                                     |
| 13 | 3956 GRANGER ROAD                                  |                                     |
| 14 | 3966 GRANGER ROAD                                  |                                     |
| 15 | 3976A GRANGER ROAD                                 |                                     |
| 16 | 3976B GRANGER ROAD                                 |                                     |
| 17 | 3986A GRANGER ROAD                                 |                                     |
| 18 | 3986B GRANGER ROAD                                 |                                     |
| 19 | 3996A GRANGER ROAD                                 |                                     |
| 20 | 3996B GRANGER ROAD                                 |                                     |
| 21 | 4004 GRANGER ROAD                                  |                                     |
| 22 | 4463 WEYMOUTH RD                                   | This service is tapped from Granger |
| 23 | 4483 WEYMOUTH RD                                   | This service is tapped from Granger |

**TOTAL IMMEDIATE TRANSFERS - No further work**

**23**



Exhibit A.2

**IMMEDIATE TRANSFERS - Further Work Required**

These services currently on City's 8 inch line on Granger that will be served by the County immediately after interconnection project is completed. The City will transfer these services to the existing 10 inch line on Granger within three (3) months of the date of the Memorandum of Understanding (reference Item #1 of Section IV - Future Work in the MOU).

- 1 4014 GRANGER ROAD
- 2 4024 GRANGER ROAD
- 3 4034 GRANGER ROAD
- 4 4044 GRANGER ROAD
- 5 4056 GRANGER ROAD

<b>TOTAL IMMEDIATE TRANSFERS - Further work required</b>	<b>5</b>
--	----------

Exhibit A.3

**FUTURE TRANSFERS**

The City will transfer two (2) services on Weymouth Road to the County's 16 inch water line on Weymouth Road within six (6) months of the date of the Memorandum of Understanding (reference Item #2 of Section IV - Future Work in the MOU).

- 1 4440 WEYMOUTH RD. (Blue Fox Meadow Apartments)
- 2 4454 WEYMOUTH RD

There are two (2) existing services on Granger Road that are currently tapped into the City's 6 inch water line located on the water plant property (Addresses #3744/#3770 and #3746). The City will transfer these services from the 6 inch water line to the new 12 inch water line within three (3) months of the date of the Memorandum of Understanding (reference Item #3 of Section IV - Future Work in the MOU).

- 1 3744/3770 GRANGER ROAD
- 2 3746 GRANGER ROAD

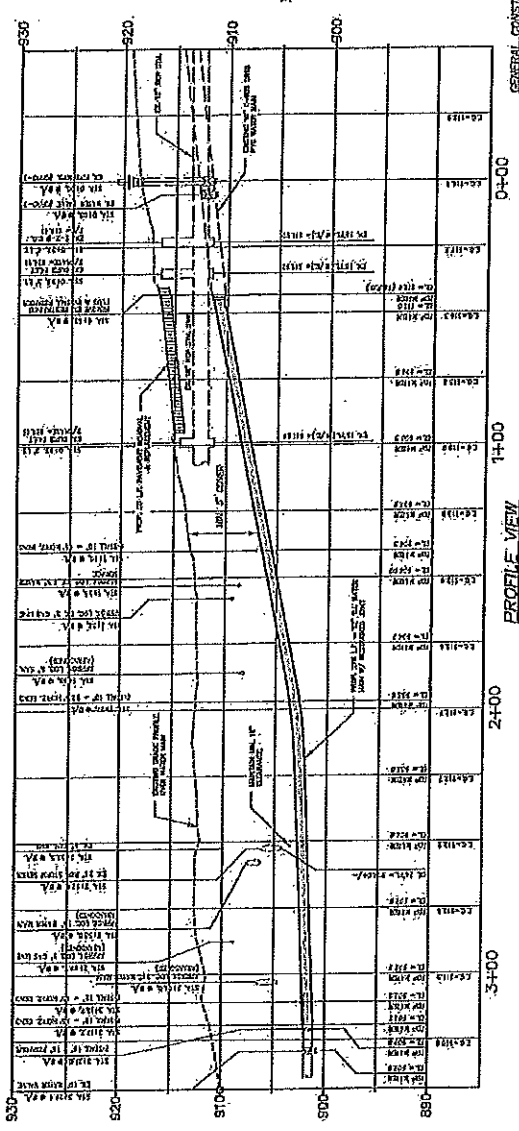
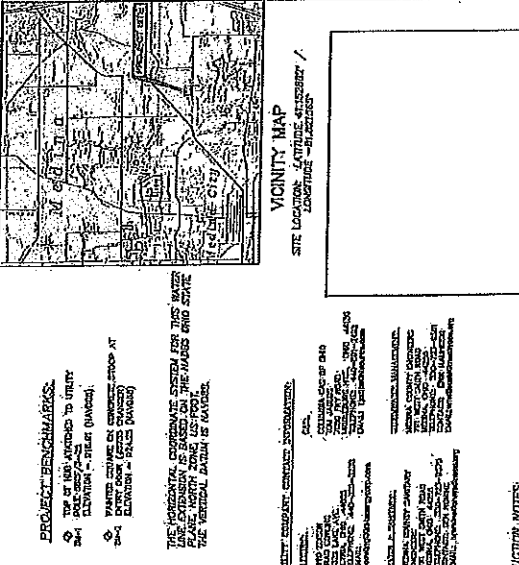
There is one (1) existing service located at 3821 Granger Road that is currently served by the City's 20 inch water main. The City will transfer this service to the 10 inch water line on Granger Road within six (6) months of the date of the Memorandum of Understanding (reference Item #4 of Section IV - Future Work in the MOU).

- 1 3821 GRANGER ROAD

<b>TOTAL FUTURE TRANSFERS</b>
-------------------------------

<b>5</b>
----------





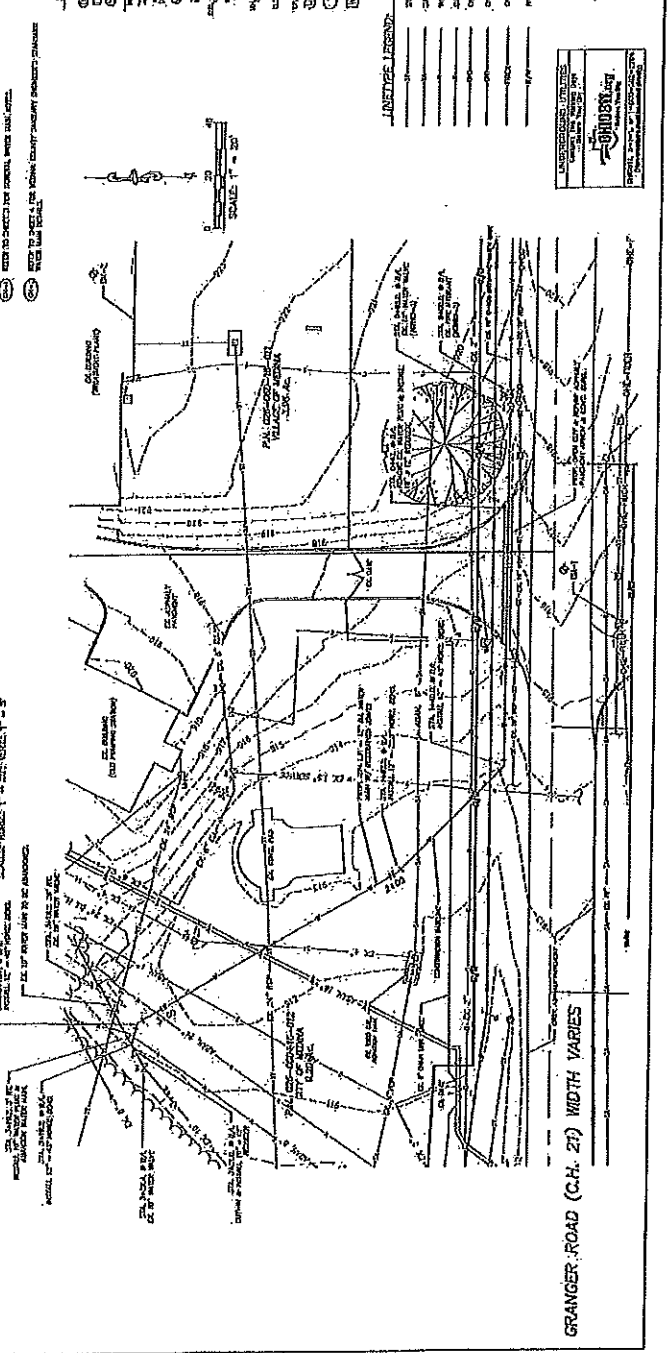
**M.C.S.E. APPROVAL**

**GENERAL LEGEND & ABBREVIATIONS:**

- 1. PROPOSED WATER MAIN
- 2. EXISTING WATER MAIN
- 3. EXISTING SANITARY SEWER
- 4. EXISTING STORM SEWER
- 5. EXISTING GAS MAIN
- 6. EXISTING ELECTRIC MAIN
- 7. EXISTING TELEPHONE MAIN
- 8. EXISTING FIBER OPTIC MAIN
- 9. EXISTING NATURAL GAS MAIN
- 10. EXISTING RAILROAD TRACK
- 11. EXISTING ROAD
- 12. EXISTING ALLEY
- 13. EXISTING LOT
- 14. EXISTING LOT CORNER
- 15. EXISTING CURB
- 16. EXISTING SIDEWALK
- 17. EXISTING DRIVE
- 18. EXISTING DRIVEWAY
- 19. EXISTING DRIVE PAVEMENT
- 20. EXISTING DRIVE CURB
- 21. EXISTING DRIVE SIDEWALK
- 22. EXISTING DRIVE LOT CORNER
- 23. EXISTING DRIVE DRIVEWAY
- 24. EXISTING DRIVE DRIVE PAVEMENT
- 25. EXISTING DRIVE DRIVE CURB
- 26. EXISTING DRIVE DRIVE SIDEWALK
- 27. EXISTING DRIVE DRIVE LOT CORNER
- 28. EXISTING DRIVE DRIVE DRIVEWAY
- 29. EXISTING DRIVE DRIVE DRIVE PAVEMENT
- 30. EXISTING DRIVE DRIVE DRIVE CURB
- 31. EXISTING DRIVE DRIVE DRIVE SIDEWALK
- 32. EXISTING DRIVE DRIVE DRIVE LOT CORNER
- 33. EXISTING DRIVE DRIVE DRIVE DRIVEWAY
- 34. EXISTING DRIVE DRIVE DRIVE DRIVE PAVEMENT
- 35. EXISTING DRIVE DRIVE DRIVE DRIVE CURB
- 36. EXISTING DRIVE DRIVE DRIVE DRIVE SIDEWALK
- 37. EXISTING DRIVE DRIVE DRIVE DRIVE LOT CORNER
- 38. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVEWAY
- 39. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE PAVEMENT
- 40. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE CURB
- 41. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE SIDEWALK
- 42. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE LOT CORNER
- 43. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVEWAY
- 44. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE PAVEMENT
- 45. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE CURB
- 46. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE SIDEWALK
- 47. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE LOT CORNER
- 48. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE DRIVEWAY
- 49. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE PAVEMENT
- 50. EXISTING DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE DRIVE CURB

**JUSTICE LEGEND:**

- 1. STATE ROAD
- 2. COUNTY ROAD
- 3. TOWN ROAD
- 4. CITY ROAD
- 5. VILLAGE ROAD
- 6. WARD ROAD
- 7. SCHOOL ROAD
- 8. PARK ROAD
- 9. CHURCH ROAD
- 10. CEMETERY ROAD
- 11. RAILROAD ROAD
- 12. AIRPORT ROAD
- 13. HIGHWAY ROAD
- 14. FEDERAL ROAD
- 15. STATE ROAD
- 16. COUNTY ROAD
- 17. TOWN ROAD
- 18. CITY ROAD
- 19. VILLAGE ROAD
- 20. WARD ROAD
- 21. SCHOOL ROAD
- 22. PARK ROAD
- 23. CHURCH ROAD
- 24. CEMETERY ROAD
- 25. RAILROAD ROAD
- 26. AIRPORT ROAD
- 27. HIGHWAY ROAD
- 28. FEDERAL ROAD
- 29. STATE ROAD
- 30. COUNTY ROAD
- 31. TOWN ROAD
- 32. CITY ROAD
- 33. VILLAGE ROAD
- 34. WARD ROAD
- 35. SCHOOL ROAD
- 36. PARK ROAD
- 37. CHURCH ROAD
- 38. CEMETERY ROAD
- 39. RAILROAD ROAD
- 40. AIRPORT ROAD
- 41. HIGHWAY ROAD
- 42. FEDERAL ROAD
- 43. STATE ROAD
- 44. COUNTY ROAD
- 45. TOWN ROAD
- 46. CITY ROAD
- 47. VILLAGE ROAD
- 48. WARD ROAD
- 49. SCHOOL ROAD
- 50. PARK ROAD
- 51. CHURCH ROAD
- 52. CEMETERY ROAD
- 53. RAILROAD ROAD
- 54. AIRPORT ROAD
- 55. HIGHWAY ROAD
- 56. FEDERAL ROAD
- 57. STATE ROAD
- 58. COUNTY ROAD
- 59. TOWN ROAD
- 60. CITY ROAD
- 61. VILLAGE ROAD
- 62. WARD ROAD
- 63. SCHOOL ROAD
- 64. PARK ROAD
- 65. CHURCH ROAD
- 66. CEMETERY ROAD
- 67. RAILROAD ROAD
- 68. AIRPORT ROAD
- 69. HIGHWAY ROAD
- 70. FEDERAL ROAD
- 71. STATE ROAD
- 72. COUNTY ROAD
- 73. TOWN ROAD
- 74. CITY ROAD
- 75. VILLAGE ROAD
- 76. WARD ROAD
- 77. SCHOOL ROAD
- 78. PARK ROAD
- 79. CHURCH ROAD
- 80. CEMETERY ROAD
- 81. RAILROAD ROAD
- 82. AIRPORT ROAD
- 83. HIGHWAY ROAD
- 84. FEDERAL ROAD
- 85. STATE ROAD
- 86. COUNTY ROAD
- 87. TOWN ROAD
- 88. CITY ROAD
- 89. VILLAGE ROAD
- 90. WARD ROAD
- 91. SCHOOL ROAD
- 92. PARK ROAD
- 93. CHURCH ROAD
- 94. CEMETERY ROAD
- 95. RAILROAD ROAD
- 96. AIRPORT ROAD
- 97. HIGHWAY ROAD
- 98. FEDERAL ROAD
- 99. STATE ROAD
- 100. COUNTY ROAD



**PROJECT BENCHMARKS:**

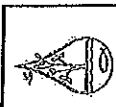
- 1. THE POINT OF BEGINNING TO THE WATER MAIN EXTENSION IS BASED ON THE MARS AND STATE SURVEY.
- 2. POINTS SHOWN ON THIS PLAN ARE AT THE MARS AND STATE SURVEY.
- 3. BENCHMARKS ARE SHOWN AT THE MARS AND STATE SURVEY.

**THE HORIZONTAL ALIGNMENT SYSTEM FOR THIS WATER MAIN EXTENSION IS BASED ON THE MARS AND STATE SURVEY. THE VERTICAL ALIGNMENT IS BASED ON THE MARS AND STATE SURVEY.**

**UTILITY LEGEND - GENERAL INFORMATION:**

**1. WATER MAINS:**  
 1" - 6" DUCT IRON PIPE  
 8" - 12" DUCT IRON PIPE  
 15" - 24" DUCT IRON PIPE  
 30" - 48" DUCT IRON PIPE  
 60" - 72" DUCT IRON PIPE  
 96" - 108" DUCT IRON PIPE  
 144" - 156" DUCT IRON PIPE  
 192" - 216" DUCT IRON PIPE  
 240" - 270" DUCT IRON PIPE  
 300" - 360" DUCT IRON PIPE  
 360" - 420" DUCT IRON PIPE  
 420" - 480" DUCT IRON PIPE  
 480" - 540" DUCT IRON PIPE  
 540" - 600" DUCT IRON PIPE  
 600" - 660" DUCT IRON PIPE  
 660" - 720" DUCT IRON PIPE  
 720" - 780" DUCT IRON PIPE  
 780" - 840" DUCT IRON PIPE  
 840" - 900" DUCT IRON PIPE  
 900" - 960" DUCT IRON PIPE  
 960" - 1020" DUCT IRON PIPE  
 1020" - 1080" DUCT IRON PIPE  
 1080" - 1140" DUCT IRON PIPE  
 1140" - 1200" DUCT IRON PIPE  
 1200" - 1260" DUCT IRON PIPE  
 1260" - 1320" DUCT IRON PIPE  
 1320" - 1380" DUCT IRON PIPE  
 1380" - 1440" DUCT IRON PIPE  
 1440" - 1500" DUCT IRON PIPE  
 1500" - 1560" DUCT IRON PIPE  
 1560" - 1620" DUCT IRON PIPE  
 1620" - 1680" DUCT IRON PIPE  
 1680" - 1740" DUCT IRON PIPE  
 1740" - 1800" DUCT IRON PIPE  
 1800" - 1860" DUCT IRON PIPE  
 1860" - 1920" DUCT IRON PIPE  
 1920" - 1980" DUCT IRON PIPE  
 1980" - 2040" DUCT IRON PIPE  
 2040" - 2100" DUCT IRON PIPE  
 2100" - 2160" DUCT IRON PIPE  
 2160" - 2220" DUCT IRON PIPE  
 2220" - 2280" DUCT IRON PIPE  
 2280" - 2340" DUCT IRON PIPE  
 2340" - 2400" DUCT IRON PIPE  
 2400" - 2460" DUCT IRON PIPE  
 2460" - 2520" DUCT IRON PIPE  
 2520" - 2580" DUCT IRON PIPE  
 2580" - 2640" DUCT IRON PIPE  
 2640" - 2700" DUCT IRON PIPE  
 2700" - 2760" DUCT IRON PIPE  
 2760" - 2820" DUCT IRON PIPE  
 2820" - 2880" DUCT IRON PIPE  
 2880" - 2940" DUCT IRON PIPE  
 2940" - 3000" DUCT IRON PIPE





DATE	DESCRIPTION	BY
03/22/22	REVISED FOR TYPICAL TRENCH SECTION	EA
03/22/22	REVISED FOR TYPICAL HYDRANT SECTION	EA
03/22/22	REVISED FOR TYPICAL FLUSHING ASSEMBLY	EA
03/22/22	REVISED FOR TYPICAL WATERMAIN DETAIL	EA

**- WATER MAIN STANDARDS -**  
PROJECT TITLE  
ROAD NAME

**SANITARY ENGINEERS**  
MEDINA COUNTY  
1210 S. MAIN ST.  
MEDINA, OH 44028  
(419) 338-1111  
WWW.MEDINACOUNTYENGINEERS.COM

PROJECT NUMBER  
SW-50000  
SHEET NUMBER  
4 of 4

**BENDS**

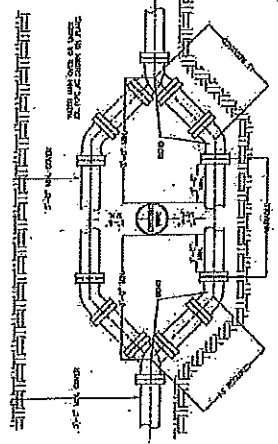
SIZE OF BEND	DEGREE OF BEND
12" x 12"	45°
12" x 12"	60°
12" x 12"	75°
12" x 12"	90°
12" x 12"	105°
12" x 12"	120°
12" x 12"	135°
12" x 12"	150°
12" x 12"	165°
12" x 12"	180°

TO BE ORDERED IN FIELD  
BASED ON GROUND CONDITIONS

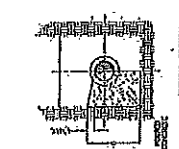
**TEES**

SIZE OF MAIN	SIZE OF BRANCH
12"	6"
12"	8"
12"	10"
12"	12"
12"	14"
12"	16"
12"	18"
12"	20"
12"	24"
12"	30"

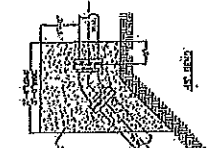
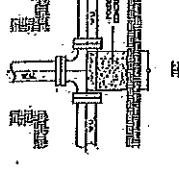
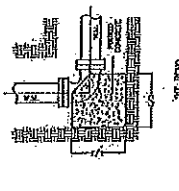
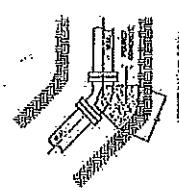
TO BE ORDERED IN FIELD  
BASED ON GROUND CONDITIONS



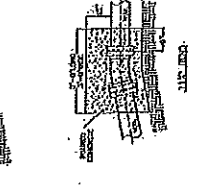
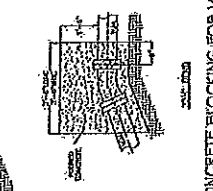
STANDARD OFFSET DETAIL



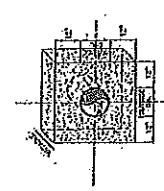
CONCRETE BLOCKING FOR HORIZONTAL BENDS



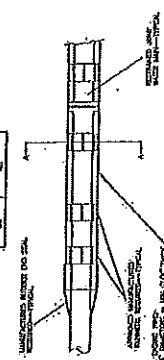
CONCRETE BLOCKING FOR VERTICAL BENDS



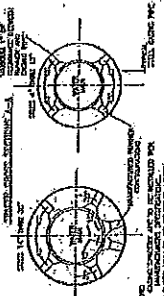
CONCRETE CLASS	MIN. COMPRESSIVE STRENGTH (PSI)
C-1	3000
C-2	3500
C-3	4000
C-4	4500
C-5	5000
C-6	5500
C-7	6000
C-8	6500
C-9	7000
C-10	7500
C-11	8000
C-12	8500
C-13	9000
C-14	9500
C-15	10000



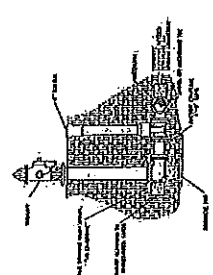
CONCRETE ENCASUREMENT DETAIL



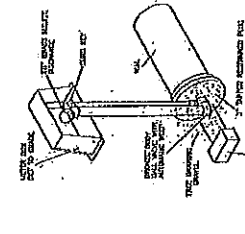
CASING DETAIL



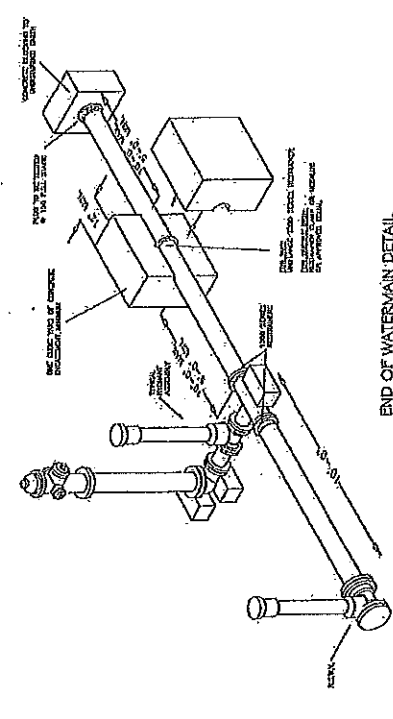
TYPICAL TRENCH SECTION



TYPICAL HYDRANT SECTION



TYPICAL FLUSHING ASSEMBLY



END OF WATERMAIN DETAIL

Exhibit C

**City Customers on the private 2 inch water line  
extending east from the old City water plant**

These services on Granger Road and Bagdad Road are on the 2 inch private water that extends east from the old City water plant. These services will continue to be served as City customers after completion of the interconnect. The City intends to transfer these customers to the County after a resolution pertaining to future maintenance responsibilities for this 2 inch line has been reached.

- 1 3362 GRANGER ROAD
- 2 3425 GRANGER ROAD
- 3 3458 GRANGER ROAD
- 4 3459 GRANGER ROAD
- 5 3566 GRANGER ROAD
- 6 3687 GRANGER ROAD
- 7 4457 BAGDAD ROAD
- 8 4385 BAGDAD ROAD
- 9 4259 BAGDAD ROAD
- 10 4260 BAGDAD ROAD

**TOTAL 2 inch private customers**

**10**

**REGULAR MEETING - TUESDAY, DECEMBER 19, 2023**

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Stephen D. Hambley                      Aaron M. Harrison                      Colleen M. Swedyk

Mr. Hambley offered the following resolution and moved the adoption of same which was duly seconded by Mr. Harrison.

**RESOLUTION NO. 23-1052**

**AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE  
CITY OF MEDINA TO TRANSFER THE PROVISION OF WATER SERVICE  
ALONG GRANGER AND WEYMOUTH ROADS**

**WHEREAS**, the Board of County Commissioners of Medina County, Ohio, (Board) has been requested by the City of Medina (City) transfer the provision of water service for parcels located in the Township of Medina on Granger Road (Addresses from #3733 though #4056) and Weymouth Road (Addresses #4463 and #4483) to the Medina County Board of Commissioners, in accordance with the terms of the attached Memorandum of Understanding (MOU) "Exhibit A; and

**WHEREAS**, the Board shall cooperate with the City to transfer the provision of water service as described above and the Board shall cooperate with the City for future transfer of water services as outlined in the MOU; and

**WHEREAS**, the Board desires the City to proceed with the aforesaid transfer of water service.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Medina County, Ohio that:

Section 1.     The Board enter into a Memorandum of Understanding with the City, and that President be, and is hereby authorized to execute said Memorandum of Understanding.

Section 2.     That the Board transmit to the City an executed copy of this Resolution and Memorandum of Understanding.

Section 3.     The Board authorizes the Sanitary Engineer to act on behalf of the Board for all matters related to this transfer of water service as set forth in the Memorandum of Understanding.

Voting AYE thereon: Mr. Hambley, Mr. Harrison and Mrs. Swedyk

Adopted: December 19, 2023

Prepared by: Sanitary Engineering Department



**ORDINANCE NO. 8-24**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO SOFTWARE SOLUTIONS INC. (SSI) FOR ANNUAL SUPPORT SERVICES FOR THE CITY'S VIP PROFESSIONAL ACCOUNTING SYSTEM.**

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

**SEC. 1:** That the payment of \$60,000.00 is hereby authorized to Software Solutions Inc. (SSI) for software maintenance of the Finance and Service Departments' VIP Professional Accounting System for the period of March 1, 2024 through February 28, 2025.

**SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**SEC. 3:** That the funds to cover this payment are available as follows:

<u>Account No.</u>	<u>Department</u>	<u>Amount</u>
001-0707-53321	General Administration	\$19,800.00
102-0610-53321	Streets	1,800.00
104-0301-53321	Parks	2,400.00
106-0101-53321	Police	3,600.00
107-0110-53321	Fire	3,600.00
388-0714-53321	IT	1,800.00
513-0531-53321	Water Office	16,800.00
513-0533-53321	WTP	1,800.00
514-0543-53321	Sanitation	4,200.00
574-0350-53321	MCRC	2,400.00
676-0746-53321	Vehicle Maintenance	1,800.00

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 9-24**

**AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO WISE WATERPROOFING FOR THE PY20 CHIP REHABILITATION AT 30 CIRCLE DRIVE, REPEALING ORD. NO. 207-23, PASSED DECEMBER 11, 2023, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ord. 207-23, passed December 11, 2023 authorized the increase to P.O. #2023001708 to Connected Electrical for the PY20 CHIP restoration at 30 Circle Drive.

**WHEREAS:** It has been discovered that the wrong purchase order number was provided, therefore authorizing the expenditure to the incorrect vendor.

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

**SEC. 1:** That the increase to Purchase Order #2023001706 from \$18,400.00 to \$39,500.00 is hereby authorized to Vendor #W00717, Wise Waterproofing (Walt Wise), for the Community Development Department.

**SEC. 2:** That the funds in the amount of \$21,100.00 to cover this increase are available in Account No. 137-0460-52215.

**SEC. 3:** That Ordinance No. 207-23, passed December 11, 2023 is hereby repealed.

**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 work has been completed; 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**

**RESOLUTION NO. 10-24**

**A RESOLUTION APPOINTING COUNCILMAN DENNIE SIMPSON AS CITY REPRESENTATIVE TO THE MEDINA COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE.**

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

- SEC. 1:** That Councilman Dennie Simpson is hereby appointed the City representative to the Medina County 9-1-1 Program Review Committee
- 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. 11-24**

**A RESOLUTION APPOINTING COUNCILWOMAN REGI  
HAIRE AS CITY REPRESENTATIVE TO THE MEDINA  
COUNTY PLANNING COMMISSION.**

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

- SEC. 1:** That Councilwoman Regi Haire is hereby appointed the City representative to the Medina County Planning Commission.
- 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. 12-24**

**A RESOLUTION EXPRESSING THE INTENT TO SELL MUNICIPALLY OWNED PERSONAL PROPERTY WHICH IS NO LONGER NEEDED FOR PUBLIC USE, OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION DURING THE CALENDAR YEAR 2024.**

**WHEREAS:** Section 135.01 of the codified ordinances of the City of Medina, Ohio provides for the sale or disposition of personal property of the City of Medina no longer needed for municipal purpose, obsolete or unfit for the use for which it was acquired; and

**WHEREAS:** Section 135.01(d) of the codified ordinances of the City of Medina, Ohio authorizes the sale by internet auction.

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

**SEC. 1:** That this Council hereby expresses its intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2024.

**SEC. 2:** That the sales shall be conducted in accordance with Section 135.01 of the codified ordinances of the City of Medina by the Mayor or his designee under the following terms and conditions:

- a. Internet markets, including but not limited to GovDeals.com may be utilized. Fees for this service shall be negotiated.
- b. The minimum number of days for bidding shall be no less than fifteen days including Saturdays, Sundays and legal holidays.
- c. The Mayor or his designee may conduct the auction directly or may negotiate with a representative to conduct the auction.
- d. The Board of Control may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax.
- e. The Mayor is authorized to sign any documents necessary to establish the procedure if a representative is used or to complete the transaction.

**SEC. 3:** That upon adoption of this legislation, the Clerk of Council shall publish in a newspaper of general circulation, notice of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. Notice shall include a summary of this legislation and shall be published twice. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice.

**SEC. 4:** That a similar notice shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council and at [www.medinaoh.org](http://www.medinaoh.org).

**SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 13-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,  
PASSED NOVEMBER 28, 2023. (Amendments to 2024 Budget) .**

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

**SEC. 1:** That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0705-53315	1,954.00 *
107-0110-53315	1,000.00 *
104-0301-53313	124.28 *
107-0110-53315	1,320.00 *

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

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

**Clerk of Council**

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

**Mayor**