

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 21-068-4/12 – Budget Amendments
- 21-069-4/12 – 2020 Carryforward
- 21-070-4/12 – Cyber Security Liability Insurance Renewal
- 21-071-4/12 – MCDAC Grant – Police
- 21-072-4/12 – Expenditure Over \$15,000 – Mason Custom Builders – Police
- 21-073-4/12 – Purchase 2021 F150 Truck & 2022 F-600 Chassis – Montrose Ford – Water
- 21-074-4/12 – Agreement w / OHM Advisors for Comprehensive Plan Consultant
- 21-075-4/12 – Memorandum of Lease – 406 S. Broadway – Peaceworks, Inc.
- 21-076-4/12 – Discussion regarding Electric Aggregation Funds
- 21-077-4/12 – Agreement w/ ODOT – Traffic Signal Maintenance
- 21-078-4/12 – Easements for Spring Grove Street Bridge Replacement
- 21-079-4/12 – Create Fund #171 – American Rescue Plan Act Fund
- 21-080-4/12 – Obtain Appraisal to Convert Municipal Court to Community Center

4/12/21

*OK  
D. Hamrey  
1-19-2021*

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-016-1/25

FROM: Kimberly Marshall, Economic Development Director Committee: Finance & Council  
DATE: January 19, 2021  
SUBJECT: Economic Development (TREX) Transfer Form

**SUMMARY AND BACKGROUND:**

I recently received a call from Marc Myers, Attorney for the owners of Los Cantaritos, LLC located at 930 West Liberty Street, Medina, to discuss the possibility of transferring D5 and D6 Class liquor permits into the City of Medina. The ORC 4303.29 states that a permit can be transferred from one area to another for the purposes of an economic development project.

Los Cantaritos LLC has entered into a lease for the real estate at 930 West Liberty Street, which was formally occupied by a number of restaurants. The space had been vacant for approximately one year prior to Los Cantaritos LLC's opening.

Los Cantaritos LLC desires to sell alcoholic beverages at its locations. However, the quota for liquor permits allowing on-premises consumption in Medina is full. Therefore, Los Cantaritos must purchase a permit and request consent of the Medina City officials to TREX in a liquor permit.

Los Cantaritos LLC will initially employ eight persons. It will generate income tax for the City of Medina and provide a good, family atmosphere with good food. It is an asset to the community.

I am respectfully requesting council to allow the Mayor to sign the attached Ohio Department of Commerce – Division of Liquor Control – Economic Development (TREX) Transfer Form.

*Kimberly - Authorize Mayor to sign once they locate one.*

Estimated Cost:  
Suggested Funding:

*Possibly ask for emergency clause*

Sufficient funds in Account No.  
• Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_  
NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: **No**  
Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation: *1-25-21 ~~1/25~~  
Course - Cant approve  
until we get final notice  
of permit.  
HOLD*

Council Action Taken:

Ord./Res. *Res. 59-21*  
Date: *4-12-21*



## ECONOMIC DEVELOPMENT (TREX) TRANSFER FORM

Ohio Revised Code 4303.29 allows for the transfer of location or the transfer of ownership and location of a C-1, C-2, D-1, D-2, D-3, or D-5 permit from a municipal corporation or the unincorporated area of a township to an economic development project located in another municipal corporation or the unincorporated area of another township in which no additional permits of that class may be issued to the applicant under the permit quota. However the transfer may occur only if the applicant notifies the municipal corporation or township to which the location of the permit will be transferred regarding the transfer and the municipal corporation or township acknowledges in Section B of this form OR in writing to the Division of Liquor Control, that the transfer will be to an economic development project. A permit may be transferred to a different owner at the same location, or to the same owner or a different owner at a different location in the same municipal corporation or in the unincorporated area of the same township. NOTE: The statute requires the applicant to provide the endorsement by the municipal corporation or township at the time the application for the transfer is filed with the division, therefore once Section B is completed return this form to the applicant so they may attach this information to their transfer application. NO fee required.

Seller - Current Permit Holder - (Individual, Corp., LLC or Partnership)

**Bennett Enterprises LLC**

Buyer - Prospective Permit Holder - (Individual, Corp., LLC or Partnership)

Name: **Los Cantaritos LLC**

Address: **930 West Liberty Street  
Medina OH 44256**

Permit Number: **06204600020**

Check Class of Permits Being TREX Transferred:

C-1    C-2    C-2X    D-1    D-2    D-2X    D-3    D-3A    D-3X    D-5    D-6

### SECTION A: (To Be Completed by the Applicant)

NOTE: Section A is for you to provide information to the local legislative authority (City, Village or Township Office) in which this Economic Development Project (Trex) will be located. In addition to the below information, you may be required to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), and a copy of building plans/drawings outlining any construction plans. The Division will also use this information to determine if you qualify and meet the criteria outlined under Section 4303.29(B)(2)(b).

1. The total amount invested in this project is \$ 100,000

2. The total number of jobs that will be created by this economic development project is 8

3. Existing or Estimated Tax Revenue generated by this project is:  
(Type or print on the lines provided the type of tax & amount, i.e.,  
Sales Tax, Property Tax, Unemployment Tax, etc.)

Sales Tax  \$ 12,500

State Withholding Tax  \$ 5,000

Ohio Unemployment Tax  \$ 3,000

\$ \_\_\_\_\_

On behalf of the applicant as indicated above I am signing below and certifying that all the information provided with this application is complete and accurate to the best of my knowledge.

Eder Rodriguez

Print or Type Name

Eder R

Signature

330-347-8433

Phone Number

Owner

Title

SECTION B: The applicant must have this section completed by the City, Village or Township Office in which this Economic Development Project (Trex) will be located. This form must be returned to the applicant to accompany the transfer application.

Based upon factors outlined above, the Medina (City, Village or Township Name) hereby endorses and acknowledges that this transfer will be to an economic development project.

Print or Type Name Dennis Harwell, Mayor

Signature of Mayor, Legislative Office Holder or Law Director

Date

Phone Number

Title (e.g., Mayor, Clerk of Council, Fiscal Officer or Law Director)

Batch Number  
(Finance use only)

RCA Number (Council use only) RCA 21-0684/12  
Finadee  
NO. 2021-012  
(Finance use only)

REQUEST FOR APPROPRIATION ADJUSTMENT


TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE \_\_\_\_\_  
FINANCE COMMITTEE \_\_\_\_\_ X \_\_\_\_\_  
COUNCIL \_\_\_\_\_

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
Reimbursement Check		106-0101-52211	Education & Travel	\$750.00		X

EXPLANATION:

Reimbursement of funds for training of one officer and one communications officer in the Crisis Intervention Team (CIT) training;

DEPARTMENT HEAD: 

DATE: 4/5/2021

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 60-21

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

Batch Number  
(Finance use only)

RCA Number  
(Council use only)

*RCA 21-068-4/12  
Finance*

### REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL.

\_\_\_\_\_ X \_\_\_\_\_

NO. 2021-010  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
Donation		106-0101-53311	Office Supplies	\$100.00		X

EXPLANATION:  
*To accept and appropriate funds from donation from Mr + Mrs Shafelt. Appropriate funds into the maintenance of facilities line to cover the cost of locker room remodel project, reference separate finance request for project.*

DEPARTMENT HEAD: *[Signature]*

DATE: 3/31/2021

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 60-21

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL.

# REQUEST FOR COUNCIL ACTION

No. RCA 21-069-4/12  
Committee: Finance + Council

FROM: Lori Bowers / Keith Dirham - Finance  
DATE: April 7, 2021  
SUBJECT: 2020 Carryforward

## SUMMARY AND BACKGROUND:

2020 Carryforward Appropriation. Information available attached to Ord. 61-21.

Estimated Cost: N/A

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: yes

Reason: Time sensitive due to rising cases in Medina County.

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Ord. 61-21  
4/12/21

OK  
D.D. Hanwell  
4-6-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-070-4/12  
Committee: Finance & Council

FROM: Mayor Dennis Hanwell  
DATE: April 6, 2021  
SUBJECT: Cyber Security Liability Insurance Renewal

## SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal agreement and supplemental applications with USI Insurance Services, LLC (Argonaut) for Cyber Security Liability Coverage for the City of Medina, effective 4/13/21 through 4/1/22. The insurance premium is \$26,820. The premium reflects a 91% increase from last year. Per our insurance broker this increase is a result of market conditions, which have caused premiums for Cyber Security Insurance to increase dramatically. Please note, our broker did not submit this quote to the City until March 22, 2021, which was the day of the last Council meeting, due to investigating other carriers to attempt to find a lower quote for the City.

Respectfully ask the Council to permit taking this approval from Finance to Council and passing with the emergency clause at the April 12, 2020 meetings. The City has requested a binder to temporarily cover the City until this premium may be paid to implement the new policy.

Estimated Cost: \$ 26,820

### Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: YES  
Reason: The policy expires April 13, 2021

## COUNCIL USE ONLY: Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 62-21  
Date: 4-12-21

INSURED: City of Medina Ohio  
 This quote will remain in effect until 01-Apr-2021.

<b>COVERAGE SCHEDULE (Currency in USD)</b>	
<b>LIMITS</b>	<b>OPTION #1</b>
<b>Breach Response</b>	
Notified Individuals:	100,000
Legal, Forensic & Public Relations/Crisis Mgmt:	\$1,000,000
<b>THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY</b>	
<b>Policy Aggregate Limit of Liability:</b>	<b>\$2,000,000</b>
<b>Additional Breach Response Limit</b>	
Additional Breach Response Limit:	\$2,000,000
<b>First Party Loss</b>	
Business Interruption Loss:	
<i>Resulting from Security Breach</i>	\$2,000,000
<i>Resulting from System Failure</i>	\$2,000,000
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	\$1,000,000
<i>Resulting from Dependent System Failure</i>	\$1,000,000
Cyber Extortion Loss	\$2,000,000
Data Recovery Costs	\$2,000,000
<b>Liability</b>	
Data & Network Liability	\$2,000,000
Regulatory Defense & Penalties	\$2,000,000
Payments Cards Liabilities & Costs	\$2,000,000
Media Liability	\$2,000,000
<b>eCrime</b>	
Fraudulent Instruction	\$250,000
Funds Transfer Fraud	\$250,000
Telephone Fraud	\$250,000
<b>Criminal Reward</b>	
Criminal Reward	\$50,000
<b>RETENTIONS</b>	<b>OPTION #1</b>
<b>Breach Response</b>	
Legal, Forensic & Public Relations/Crisis Mgmt	\$10,000; \$5,000 for Legal
<b>Each Incident, Claim or Loss</b>	<b>\$50,000</b>
<b>PREMIUM</b>	<b>\$26,820</b>



INSURED: City of Medina Ohio  
This quote will remain in effect until 01-Apr-2021.

**GENERAL INFORMATION**

**Quote Effective Until:** 01-Apr-2021

**Broker:** Shannon Bogan  
USI Insurance Services, LLC - Dayton, OH  
10100 Innovation Dr  
Dayton, OH 45342

**Named Insured:** City of Medina Ohio  
132 N Elmwood Ave  
Medina, OH 44256-1894

**Insurer:** Syndicate 2623/623 at Lloyd's (Non-Admitted)

**Underwriter:** Jimmy Trauthwein  
+1 312 476 6267  
james.trauthwein@beazley.com

**POLICY INFORMATION**

**Policy Period:** From: 13-Apr-2021 To: 01-Apr-2022  
Both at 12:01 a.m. Local Time at the Named Insured Address

**Continuity Date:** 01-Apr-2020

**Optional Extension Period:** 12 Months

**Optional Extension Premium:** 100% of the Annual Policy Premium

**Notified Individuals Threshold:** 100 Notified Individuals

**Waiting Period:** 10 Hours

**Commission:** 0.00% of the Policy Premium

**Policy Form:** Beazley Breach Response (F00653 112017 ed.) with  
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

INSURED: City of Medina Ohio  
This quote will remain in effect until 01-Apr-2021.

### SUBJECTIVITIES

In accordance with your request for a proposal and based on the information submitted, this quote is provided, subject to receipt, favorable review and written acceptance of the following information:

1. Freshly signed and dated copy of submitted application prior to binding (dated within 30 days of binding)

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

### ENDORSEMENTS EFFECTIVE AT INCEPTION

- |     |              |   |
|-----|--------------|---|
| 1.  | BSLMUNMA2868 | Lloyd's Certificate - No policy language  |
| 2.  | E02804032011 | Sanction Limitation and Exclusion Clause  |
| 3.  | NMA1256      | Nuclear Incident Exclusion Clause - Liability -Direct (Broad) (U.S.A.)            |
| 4.  | NMA1477      | Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)              |
| 5.  | SCHEDULE2021 | Lloyd's Security Schedule 2021  |
| 6.  | E06928082020 | Policyholder Disclosure Notice of Terrorism Insurance Coverage                    |
| 7.  | E10595112017 | Asbestos, Pollution, and Contamination Exclusion Endorsement                      |
| 8.  | E13372092019 | State Consumers Privacy Statutes Endorsement                                      |
| 9.  | E10602112017 | War and Civil War Exclusion   |
| 10. | E11122012018 | Cap on Losses Arising out of Certified Acts of Terrorism                          |
| 11. | E11848072018 | Invoice Manipulation Endorsement  |
|     |              | • Note: \$100,000 sublimit / policy retention                                     |
| 12. | E13038062019 | Reputation Loss   |
|     |              | • Note: \$1,000,000 sublimit / policy retention                                   |
| 13. | E13915052020 | Employee Device Endorsement   |
| 14. | E10944032019 | Post Breach Remedial Services Endorsement   |
| 15. | E11783072018 | Computer Hardware Replacement Costs   |
|     |              | • Note: \$100,000 sublimit / policy retention                                     |
| 16. | E09984112017 | Other Insurance Clause - Primary with Respect to Privacy Breach Response Services |
| 17. | E12967052019 | Voluntary Shutdown Coverage   |
| 18. | E12968052019 | Cryptojacking Endorsement   |
|     |              | • Note: \$250,000 sublimit / policy retention                                     |
| 19. | E12604012019 | Amend Definition of Data  |
| 20. | E11439032020 | Amendatory Endorsement  |
|     |              | • Note: US/   |

INSURED: City of Medina Ohio

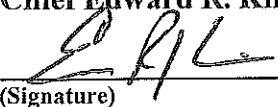
This quote will remain in effect until 01-Apr-2021.

- |     |              |   |
|-----|--------------|---|
| 21. | E12698022019 | Amend Other Insurance Clause – Primary With Respect To<br>Breach Response Services And First Party Loss |
| 22. | E12961042020 | Amend Definition of Computer Systems  |
| 23. | E10596122019 | Choice of Law and Service of Suit   |
- Note: *Choice of Law: New York*

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-071-4/12

Committee Finance

**From: POLICE DEPARTMENT**  
**Chief Edward R. Kinney**  
  
\_\_\_\_\_  
(Signature)

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

Guidelines: See information on back of form

**Date:** 3/24/21

**Subject:** MCDAC Grant

**Summary and Background:** The Medina County Drug Advisory Commission offers an annual grant to police agencies with goal of combating drug abuse in the community. Medina Police Department is requesting permission to apply for the MCDAC grant to fund the School Resource Officers and D.A.R.E. program within the Medina City Schools.

Additionally, we ask Council to grant permission for Mayor Dennis Hanwell and Finance Director Keith Dirham to sign the grant application when submitted.

And finally, if the MCDAC grant is awarded, three School Resource Officers will serve the well-being of the community by promoting anti-drug behavior and preserving the school safety program.

**Estimated Revenue:** \$276,878.25

**Suggested Funding:** MCDAC Grant

**Sufficient Funds in Account:**

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

**New Appropriation Needed:** N/A

**Account No:**

**Emergency Clause Requested:**

No Yes If yes, reason: Approval needed to submit the grant application by May 3, 2021 deadline.

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

**Committee Recommendation:**

**Council Action Taken:**

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

# Section I. Cover Sheet

**Implementing Agency Name:** Medina City Police Department

**Federal Tax ID Number: Contact** 34-6001856

**Person's Name and Title: Mailing** Edward Kinney, Chief of Police

**Address:** 150 W. Friendship Street, Medina OH 44256

**Telephone Number:** 330 725 7777

**Email:** ekinney@medinaoh.org

**Authorized Fiscal Officer's Name/Title:** Mr Keith Dirham, Finance Director

**Mailing Address:** 132 N. Elmwood Avenue, Medina OH 44256

**Telephone Number:** 330-722-9050

**Email:** kdriham@medinaoh.org

**Project Director Name/Title:** Dave Birckbichler, Lieutenant

**Project Title:** 2021 Medina City School Resource Officers

**Mailing Address:** 150 W. Friendship Street, Medina OH 44256

**Telephone Number:** 330 725 7777

**Email:** dbirckbichler@medinaoh.org

**Project Type:** Funding for School Resource Officers

**List each Project Location address, contact person, title and phone number:**

Medina Senior High School: 777 E. Union Street, Medina OH 44256

Dr. Kristine Quallich: 330 636 3200

A.I. Root Middle School: 333 W. Sturbridge Drive, Medina OH 44256

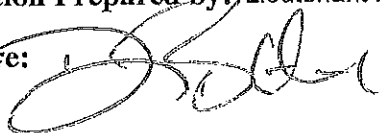
Mr. Bryan Farson: 330 636 3500

Claggett Middle School: 420 E. Union Street, Medina OH 44256

Mr. Paul Worsencroft: 330 636 3600

**Application Prepared by:** Lieutenant Dave Birckbichler

**Signature:**



**Date:**

3-23-21



## Section II. Project Plan Narrative

Describe the project in detail. Include a general description of the project, the problems you are facing in your community, the needs of your organization, the target population of your project and any project goals and objectives you may have. Please include how you will evaluate the project and any outcome measures you will use at the completion of the project. Attach letter(s) of support from the organizations you collaborate with and your government officials.

A sworn law enforcement officer assigned as a School Resource Officer (SRO) is an integral part of the formation, development, and execution of a comprehensive school safety plan. The primary role of an SRO is to provide a safe learning environment by working collaboratively with various members of the school administration. They also respond to calls for service within the schools, document incidents, and identify at-risk students by their behaviors.

SROs typically have duties such as mentoring students and conducting presentations on youth-related issues. Another role is that of an informal counselor. Youth often look to these officers in the same way they might turn to parents or other adults in their lives. SROs build trust and foster relationships with youth through formal and informal interactions.

When youth are facing challenging issues, such as underage drinking, stressful life situations, or even the illegality of school pranks, students can trust SROs to answer questions and address problems. These relationships also allow SROs to intervene before issues escalate, refer students to appropriate resources (such as mental and behavioral services), and divert them from the juvenile justice system.

The Drug Abuse Resistance Education (D.A.R.E.) program is the most comprehensive drug prevention curricula in the world taught in schools. The Surgeon General's 2016 landmark report entitled, *Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health*, concluded that alcohol and drug misuse, disorders, and addiction, are pressing public health concerns. As the report states, "The good news is that there is strong scientific evidence supporting the effectiveness of prevention programs and policies." D.A.R.E. is a program the Surgeon General identified as building social, emotional, cognitive, and substance refusal skills. The primary goal of a curriculum-driven prevention programming is to encourage decisions to avoid drugs.

With the awarding of this Grant the Medina City Police Department will have a SRO assigned to the Medina Senior High School. Medina Senior High School has an enrollment of 2,248 students in grades 9–12. The staff includes 105 teachers. It is the only high school in the Medina City School District and the only high school in the City. It is the 8th largest high school in Ohio in terms of enrollment, and one of the largest in building size. Additionally there will be a SRO at each of the Middle Schools in the City. A.I. Root Middle school has an enrollment of 862 students in grades 6-8, with 40 teachers. Claggett Middle Schools has an enrollment of 828 students in grades 6-8, with 47 teachers. Combined these 3 School Resource Officers will have the responsibility to maintain a safe and supportive learning environment for over 4,100 students and staff.

### Section III. Project Budget

Total MCDAC Requested Amount of Funding:

Total Cost of Project:

Applicant Cost Share of Project:

Type of Cost	Total Project Cost	MCDAC Requested Amount	Other Source Amount
Salary	\$178,261.20	\$178,261.20	
Benefits	\$98,617.05	\$98,617.05	
Equipment Purchase/Lease			
Other (Please detail any other project costs here):			
<b>Total:</b>	<b>\$276,878.25</b>	<b>\$276,878.25</b>	<b>\$0.00</b>

The above financial report reflects true and accurate information to the best of our knowledge and belief.

Fiscal Officer: *Keith D. Smith*

Date: *3/25/21*

## Section III: Project Budget

### A. Personnel

Position: Medina Senior High School Resource Officer

Name/Vacant: Nicholas MacLarren

Total Hours: 1,560      Hourly Rate: 38.09      Total Wages: \$59,420.40

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	\$ 0.00
Medicare	0.0145	X	\$ 59,420.40	=	\$ 861.60
FICA		X		=	\$ 0.00
Other Pension (PERS Additional)	0.1950	X	\$ 59,420.40	=	\$ 11,586.98
Health Insurance	\$ 1,956.07	X	9	=	\$ 17,604.63
BWC	0.03	X	\$ 59,420.40	=	\$ 1,782.61
Unemployment		X		=	\$ 0.00
Other	\$ 115.17	X	9	=	\$ 1,036.53
			<b>Subtotal Fringes</b>	=	\$ 32,872.35
			<b>Subtotal Salary</b>	+	\$ 59,420.40
			<b>Personnel Total</b>	=	\$ 92,292.75

Position: Medina City Middle Schools Resource Officer

Name/Vacant: Alan Roland

Total Hours: 1,560      Hourly Rate: \$ 38.09      Total Wages: \$59,420.40

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	0
Medicare	0.0145	X	\$ 59,420.40	=	\$ 861.60
FICA		X		=	0
Other Pension (PERS Additional)	0.1950	X	\$ 59,420.40	=	\$ 11,586.98
Health Insurance	\$ 1,956.07	X	9.00	=	\$ 17,604.63
BWC	0.03	X	\$ 59,420.40	=	\$ 1,782.61
Unemployment		X		=	0
Other	\$ 115.17	X	9.00	=	\$ 1,036.53
			<b>Subtotal Fringes</b>	=	\$ 32,872.35
			<b>Subtotal Salary</b>	+	\$ 59,420.40
			<b>Personnel Total</b>	=	\$ 92,292.75



## Section III: Project Budget

### A. Personnel

Position: Medina City Middle School DARE Instructor & Resource Officer

Name/Vacant: Raven Ory

Total Hours: 1,560      Hourly Rate: \$ 38.09      Total Wages: \$59,420.40

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	0
Medicare	0.0145	X	\$ 59,420.40	=	\$ 861.60
FICA		X		=	0
Other Pension (PERS Additional)	0.1950	X	\$ 59,420.40	=	\$ 11,586.98
Health Insurance	\$ 1,956.07	X	9	=	\$ 17,604.63
BWC	0.03	X	\$ 59,420.40	=	\$ 1,782.61
Unemployment		X		=	0
Other	\$ 115.17	X	9	=	\$ 1,036.53
			<b>Subtotal Fringes</b>	=	\$ 32,872.35
			<b>Subtotal Salary</b>	+	\$ 59,420.40
			<b>Personnel Total</b>	=	\$ 92,292.75

Position: n/a

Name/Vacant:

Total Hours:

Hourly Rate:

Total Wages:

Employers Share of Monthly Rate (Fringe Benefits or % Rate)			Eligible Wage Amount or # of Months		Employer's Share of Fringes
PERS or STRS		X		=	0
Medicare		X		=	0
FICA		X		=	0
Other Pension (PERS Additional)		X		=	0
Health Insurance		X		=	0
BWC		X		=	0
Unemployment		X		=	0
Other		X		=	0
			<b>Subtotal Fringes</b>	=	
			<b>Subtotal Salary</b>	+	
			<b>Personnel Total</b>	=	

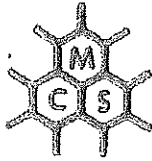
**Section III: Project Budget**  
**B. Equipment**

Equipment	Purpose	Expense
<b>Total Equipment Expense:</b>		<b>\$0.00</b>

**Section III: Project Budget**  
**C. Other Expenses**

Please detail any expenses that are not include in the personnel or equipment sections.

Other	Purpose	Expense
<b>Total Other Expense:</b>		<b>\$0.00</b>



Recognizing Potential-Maximizing Achievement

## Medina City Schools

March 2021

Principal  
Claggett Middle School  
Paul Worsencroft

Principal  
A.I. Root Middle School  
Bryan Farson

Associate Principal  
Claggett Middle School  
John Telloni  
Gretchen Newton

Associate Principal  
A.I. Root Middle School  
Holly Weber

To Whom It May Concern:

It has been my pleasure working with a School Resource Officer and the Medina City Police Department for many years and we have the utmost respect for what it has done for our students here at Medina City Schools.

The program has many benefits as overseen by our SRO. Having an SRO establishes a positive contact with Medina Police as he encounters students on a daily basis in a safe environment. It increases the opportunity to develop a deep rapport with students and staff and have a trusted adult available. There is both the atmosphere and perception of increased safety in and around the school building, thereby decreasing the probability of inappropriate incidents.


On several occasions, the presence of an SRO has aided in decreasing response times. This includes response time in emergencies such as injuries to students, acute health situations with adults within the building, and suspicious behavior in the immediate vicinity of our building.

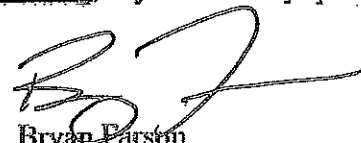
We appreciate that a Law Enforcement Officer can be available on a regular basis as a member of the building safety committee to provide suggestions on how to improve topics of discussion including emergency drills (fire, tornado, ALICE, etc.), safety protocols, and the use of "trauma bags".

The SRO is a source of knowledge within the building for students and staff regarding law enforcement issues, judicial processes, or any other issues that may arise. They also engage in school activities to promote both safety and security and a sense of community.

We have held the position of School Resource Officer within Medina City Schools as vital in continuing to provide a safe location to education our students. Please feel free to contact Paul at 330-636-3602 / [worsencp@medinabees.org](mailto:worsencp@medinabees.org) or Bryan at 330-636-3502 / [farsonb@medinabees.org](mailto:farsonb@medinabees.org), if you have any questions.

Sincerely,

  
Paul Worsencroft  
Principal  
Claggett Middle School  
330-636-3602

  
Bryan Farson  
Principal  
A.I. Root Middle School  
330-636-3502



**Medina**

Recognizing Potential -- Maximizing Achievement

March 17, 2021

## City Schools

To Whom It May Concern,

Superintendent  
Aaron J. Sable

Assistant Superintendent  
Kristine M. Quallich, Ph.D.

Treasurer  
David M. Chambers

### Board of Education

Valerie Pavlik

Robert C. Skidmore, Esq.

Brian D. Hilberg

Rebecca M. Parkhurst

Ronald D. Ross

The Medina City School District has had a formal agreement in place for several years with the City of Medina to collaborate on the staffing of School Resource Officers (SROs) in the Medina City School District. The staff, students and families regularly speak highly of our School Resource Officers. Their presence, not only in our buildings, but in our community has strengthened the relationship of our students, families, and the community with our police department. They are an invaluable part of our school system.

We will continue to work with the Medina Police Department to support these crucial positions within our District. Please feel free to contact me if you have any additional questions.

Sincerely,

Kristine Quallich, Ph.D.  
Assistant Superintendent  
Medina City Schools  
330-636-3092

RCA 21-072-4/12  
OK  
Do + Approved  
3-29-2021  
Finance Dept

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

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/26/2021

Department: Police Department

Amount: \$17,175.00

B.O.C. Approval Date: \_\_\_\_\_

Account Number: 106-0101-53322

Vendor: Mason Custom Builders

Department head/Authorized signature:   
Chief Edward Kinney

Item/Description:  
Removal and replacement of existing lockers and finalization of remodeling in both police locker rooms.

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

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

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

Clerk of council \_\_\_\_\_

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

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised:

6/1/2018

Mason Custom Builders  
Proposal

Proposal No.13633

Date: 3/22/20

Proposal submitted to:  
**City of Medina Police Dept.**  
**150 W. Friendship St.**  
**Medina, OH 44256**

Work performed at:  
**Same**

We hereby propose to supply all material and perform all the labor necessary for the completion of:

**Remodel existing police locker-rooms. Remove/replace existing lockers with new.**

Locker and bench installation in Men's and Women's locker rooms.  
Build and install base, install toe-kick, floor plates, filler strips, and spacer channels.  
Toilet, urinal and visual screen partitions in Men's and Women's locker rooms.  
Install Johnsonite vinyl baseboard throughout

**Total                   \$ 17,175.00**

Any alterations or deviations from the specifications above involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate.

Respectfully submitted,

Todd W. Mason

OK  
2/1/2021  
3-29-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-073-4/12  
Finance

**FROM:** Nino Piccoli Service Director  
Water Department  
**DATE:** March 29, 2021

**SUBJECT:** Purchase of (1) 2022 F-600 4X2 Chas/C with nine- foot bed.  
Purchase of (1) 2021 F-150 4X4 Four Wheel drive truck

**SUMMARY AND BACKGROUND:**

Respectfully request Council's authorization for the purchase of (1) 2022 F-600 4X2 2 Wheel drive Cab and Chassis with a nine (9) foot Stainless Steel Dump Body mounted on the same in the amount of \$68,500.00. Additionally, respectfully request Council's authorization for the purchase of (1) 2021 F-150 Series Four Wheel drive regular cab truck in the amount of \$27,000.00

Upon approval, the aforementioned purchases will be made utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford in the amount of \$95,500.00.

**Estimated Cost:** \$95,500.00.

**Suggested Funding:**

- sufficient funds in Account No. 513-0533-54417
- transfer needed from Account No.  
To Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:** No  
**Reason:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA

Dealer: F44209

2022 F-SERIES SD

Page: 1

Order No:	Priority:	G2	FIN:QH807	Order Type:5B	Price Level: 215		
	RETAIL	DLR INV		RETAIL	DLR INV		
F6K	F600 4X2 CHAS/C	\$45025	\$42774.00	65Z	AFT AXLE TANK	NC	NC
	145" WHEELBASE			872	RR CAM & PREP K	415	377.00
PQ	RACE RED			98R	OPRTR COMND REG	250	228.00
A	VNYL 40/20/40				SP DLR ACCT ADJ		(1814.00)
S	MEDIUM EARTH GR				SP FLT ACCT CR		(1565.00)
680A	PREF EQUIP PKG				FUEL CHARGE		23.80
	.XL TRIM			B4A	NET INV FLT OPT	NC	7.00
572	.DUAL ZONE EATC	NC	NC		DEST AND DELIV	1695	1695.00
	.AMFM/MP3/CLK						
99T	6.7L V8 DIESEL	9325	8486.00				
44G	10-SPD AUTOMATC	NC	NC				
TGU	245 TRACTN 4/2	190	173.00				
X8L	4.88 LTD SLIP	NC	NC				
90L	PWR EQUIP GROUP	915	832.00		TOTAL BASE AND OPTIONS	58665	51413.8
	TELE TT MIR-PWR				TOTAL BASE AND OPTIONS	58665	51413.8
	FLEET SPCL ADJ	NC	\$(575.00)				
18B	PLAT RUNNING BD	320	291.00				
	TPMS DELETE						
	22000# GVWR PKG						
41H	ENG BLK HEATER	100	91.00				
425	50 STATE EMISS	NC	NC				
52B	BRAKE CONTROLLR	270	245.00				
63A	UTLTY LIGHT SYS	160	145.00				

C.U.E Cost w/ SS 9' Galion Dump

Body	\$ 67,836.90
Title & Tag	\$ 35.00
	<b>\$ 67,871.90</b>

CITY OF MEDINA  
C.U.E. Quote  
Attn: BILL MARGAREE

**\*\*NOTE\*\* Extra keys cost \$250.00 each.**

**\*\*NOTE\*\* Rustproofing is \$430.00 extra per vehicle.**

**9' Galion SS Dump body to come with 8 Ton capacity on the electric over hyrd. Hoist and a bed capacity of 3.5 - 4.7 CY**

**Upfit includes Amber'Green strobes in a total of 8 locations. Also includes (1) 18"x18"x24" SS underbody toolbox on curbside.**

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford  
QUOTED 3/24/2021

*# 39.  
2026*



FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA

Dealer: F44209

2021 F-150

Page: 1

Order No:	Priority:	F2	FIN:QH807	Order Type:5B	Price Level: 130
	RETAIL	DLR INV		RETAIL	DLR INV
F1E	F150 4X4 R/C	\$33885	\$32360.00	FLEX FUEL	
	141" WHEELBASE			SP DLR ACCT ADJ	(1197.00)
PQ	RACE RED			SP FLT ACCT CR	(948.00)
A	VINYL 40/20/40	NC	NC	FUEL CHARGE	8.28
S	MED DARK SLATE			B4A NET INV FLT OPT	NC 7.00
100A	EQUIP GRP			DEST AND DELIV	1695 1695.00
	.XL SERIES				
	.17"SILVER STEEL				
99B	3.3L V6 PFDI				
44G	ELEC 10-SPDAUTO				
	.265/70R-17				
XL6	3.73 ELEC LOCK	570	518.00		
	6325# GVWR				
	FLEET SPCL ADJ	NC	(520.00)	TOTAL BASE AND OPTIONS	36150 31923.28
425	50 STATE EMISS	NC	NC	TOTAL BASE AND OPTIONS	36150 31923.28

C.U.E Cost	\$ 26,108.55
Title & Tag	\$ 35.00
	<b>\$ 26,143.55</b>

CITY OF MEDINA  
 C.U.E. Quote  
 Attn: BILL MAGARGEE

**\*\*NOTE\*\* Extra keys cost \$250.00 each.**

**\*\*NOTE\*\* Rustproofing is \$430.00 extra per vehicle.**

Derek Powers  
 Fleet/Gvmt. Sales Mgr.  
 Montrose Ford  
 QUOTED 3/24/2021

*2021 - 36,000  
 2011 - 113,000*

**REQUEST FOR COUNCIL ACTION**

*OK  
25-1-1-2021  
4-1-2021*

No. PCA 21-074-4/12

FROM: Jonathan Mendel, Community Development Director *[Signature]* Committee: Finance

DATE: April 2, 2021

**SUBJECT: OHM Advisors – Comprehensive Plan Process Consultant**

**SUMMARY AND BACKGROUND:**

Through the RFP process ending March 10, 2021, the RFP review team and City administration recommends City Council permit the Mayor to accept and contract with OHM Advisors to manage the creation process for a new Comprehensive Plan for the City of Medina.

Attached is the draft agreement and scope of work between the City of Medina and OHM Advisors to conduct the project. This agreement is still subject to review by the Law Director.

Cost (not to Exceed): \$85,000  
Suggested Funding: Funds from carry forward added to Contractual Services (line 001-0410-52215)

Transfer needed from Account No. to Account No.  
NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No  
Reason:

---

**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



ARCHITECTS. ENGINEERS. PLANNERS.

March 24, 2021

Jonathan Mendel  
 Community Development Director  
 City of Medina  
 132 North Elmwood Avenue, P.O. Box 703  
 Medina, OH 44258-0703

RE: Proposal for Professional Services  
 City of Medina Comprehensive Plan

Dear Jonathan:

Thank you for the opportunity to provide you with a proposal to provide professional services to The City of Medina for the Comprehensive Plan update. Our team is excited to work with you, other City Staff and the Medina community and stakeholders on this important project. We have prepared this letter proposal based on the information provided in our response to the request for proposals. The following scope of services outlines the scope of services we will provide as part of this project.

**Scope of Services**

See Exhibit A

**Schedule**

Upon acceptance of this proposal, OHM Advisors will add this project into the studio schedule. We will begin the scope of work within seven (7) days of receiving a signed authorization to proceed. All other work shall follow the scheduled indicated in the scope of services. The project will be completed within 10 months of the authorization to proceed date.

**Compensation**

OHM Advisors will provide the proposed scope of services as outlined in Exhibit A in accordance with the following fee schedule. Our professional services will be performed on lump sum fee of \$79,650 to be billed monthly on a percent complete basis. Reimbursable fees will be billed on an hourly basis not to exceed \$1,500. These will be invoiced per the Standard Terms and Conditions. These services or fees will only be billed should the project require them.

Phase/Task	Cost
Phase One: Investigate	\$10,530
Phase Two: Inform	\$12,150
Phase Three: Engage the Community	\$12,960
Phase Four: Develop the Plan	\$27,540
Phase Five: Finalize, Inspire, & Implement	\$16,470
Reimbursables Expenses	\$1,500
<b>Total All Phases (with reimbursable expenses)</b>	<b>\$81,150</b>



Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with The City of Medina prior to commencing services.
2. The cost associated with each phase assumes authorization and execution of all the tasks within each phase.
3. "Lump Sum" fees, as proposed, shall be invoiced at the exact number shown.
4. Items under the Additional Services Task will only be performed if agreed upon with The City of Medina and prior written authorization is provided by The City of Medina.

**Clarifications and Assumptions**

Our Proposal was prepared based on the following assumptions:

- ▣ The OHM Team will be led by Aaron Domini (Principal) and Arthur Schmidt (Project Manager).
- ▣ The Client, City of Medina, will be led by Jonathan Mendel or an appointed staff member or representative.
- ▣ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with The City of Medina. OHM Advisors will not proceed with additional services without written authorization to proceed from The City of Medina.
- ▣ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with City of Medina.
- ▣ FORCE MAJEURE: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

**Authorization and Acceptance**

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Medina and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.474.1114 with any questions or for additional information.

Sincerely,  
OHM Advisors

Acceptance  
City of Medina

\_\_\_\_\_  
Aaron Domini, Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Mendel,  
Community Development Director

\_\_\_\_\_  
Date

Attachments: Exhibit A – Scope of Services  
Exhibit B – Standard Terms and Conditions  
Exhibit C – Standard Rate Schedule

B. UNDERSTANDING & IMPLEMENTATION  
Our Approach

# Project Approach

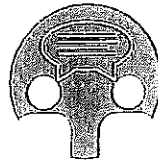
The following approach was designed to achieve the objectives outlined in the RFP. The proposed approach is organized into five phases outlined below.



PHASE 1:  
INVESTIGATE



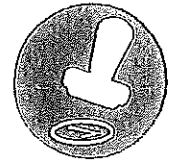
PHASE 2:  
INFORM



PHASE 3:  
ENGAGE THE  
COMMUNITY



PHASE 4:  
DEVELOP THE PLAN



PHASE 5:  
FINALIZE, INSPIRE,  
& IMPLEMENT



## PHASE 1: INVESTIGATE

### Task 1.1 – Project Kick-off

OHM will host a 'kickoff' work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and member list, and establish the finalized logistics and schedules for the project.

### Task 1.2 – Develop Project Website

As part of this task, OHM will develop a project website which is either separate or associated with the City website. The website will serve as the central hub of information and social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates.

### Task 1.3 – Assemble Project Data

As part of this task, the planning team will collect and assemble data to create base maps of the City of Medina. This step will utilize data provided by Medina, and various local and state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.

### Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future

conditions of the City. This will include, but is not limited to, zoning district maps, development policies, corridor studies, historic design guidelines, and the existing 2007 Comprehensive Plan.

### Task 1.5 – Steering Committee Meeting 1

OHM will host steering committee meeting 1 to orient the committee to the project, the work plan, and schedule. The meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead the group through a series of activities to help identify key issues and opportunities, identify focus areas, and agree upon the project goals and objectives which will guide the team throughout the process. The meeting will be held in accordance to state and local health guidelines related to COVID, either by conducting the meeting through a virtual platform or in an appropriate space.

.....  
**Meetings:**

- Project Kickoff Client Meeting 1
- Steering Committee Meeting 1

**Time frame:**

- Month 1-2

**Deliverables:**

- Work plan outline
- Project goals and objectives

## Our Approach



### PHASE 2: INFORM

#### Task 2.1 – Existing Conditions Analysis

During this task, the consultant team will evaluate the existing conditions in the city, building off the data and feedback already collected and assembled by the project team. The outcomes of this task will be critical to the overall development of the Plan as it will create the foundation to develop specific concepts and recommendations that are balanced and informed by thorough technical analysis. The team will examine: demographics, local economy, zoning, current land uses, historic districts/areas, transportation, trails, parks and open spaces, and natural and cultural areas.

#### Task 2.2 – Driving Tour with Client Team

OHM, with the client team, will conduct a driving/walking tour of key areas within the city. The purpose of the driving/walking tour is to develop a clearer understanding of the identify issues and opportunities in the city, specifically focus areas, priority projects and/or target development sites which were discussed in the previous steering committee meeting.

.....  
**Meetings:**

- Area Tour w/ Client Team

**Time frame:**

- Month 1-3

**Deliverables:**

- Existing Conditions Analysis Memorandum
- Charrette/Public Meeting work plan for upcoming phase



### PHASE 3: ENGAGE THE COMMUNITY

#### Task 3.1 – Virtual Design Charrette

In this task, OHM will facilitate an interactive design charrette with members of the steering committee, stakeholders, and community members. The charrette will include a variety of exercises and activities to generate ideas and initiate dialogue on the future conditions of Medina. The exercises and activities will cover land use strategies, development principles, zoning, infrastructure, open spaces, focus areas and more. The results of the charrette will be documented and used in later tasks for the Plan development. The charrette will be virtual, utilizing a platform which will allow for large and small group activities and discussions, and also allow for users to annotate on the screen.

The youth in Medina are the future of the community and as such should be engaged as part of the planning process to understand their perspective. As the steering committee, stakeholders, and members of the community, so too should the youth of Medina have an effort to integrate their perspective into the long term vision of the City. Our team will work with the Medina School District to have students to take part in the design charrette where we will host specific breakout rooms and go through some similar activities and exercises to gather their perspective.

#### Task 3.2 – Community Survey & Pop-Up Surveys

For this task, OHM will develop an interactive survey to gather feedback and insights from the larger community. This survey will be hosted on the project website and remain open for an agreed upon time. In addition to the website survey, the team will take key questions from the survey and create large formatted boards which can be strategically placed in locations throughout Medina which remain open and active. This will not only help to promote the planning process, but capture voices that may not typically be heard.

#### Task 3.3 – Steering Committee Meeting 2

The purpose of this meeting is to translate the results from the first two phases and the first two tasks of phase three into a draft plan framework. OHM will present the results of the design charrette and survey to the committee for discussion. Once the goals are established, OHM will work with the committee to create a list of draft development principles.

**B. UNDERSTANDING & IMPLEMENTATION**

**Our Approach**

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The principles are statements of intent that describe the desired outcome of future growth and development in the City. The goals, principles, and land use plan will be used to shape the Plan framework, and should be utilized to evaluate the compatibility of future projects, programs, policies, and developments.

.....  
**Meetings:**

- Virtual Design Charrette
- Steering Committee Meeting 2

**Time frame:**

- Month 3-5

**Deliverables:**

- Community Survey
- Pop-Up Survey Boards (x3)
- Comprehensive Plan Framework
- Draft development principles



**PHASE 4: DEVELOP THE PLAN**

---

**Task 4.1 – Create the Vision and Overall Land Use Plan Strategies**

During this task, the consultant team will create a series of statements with supporting graphics that defines the overall plan and vision for Medina. This step will not be a traditional visioning statement, but rather a synopsis of all the city’s existing conditions analysis, key findings from the market assessment/analysis and stakeholder/public outreach. The purpose of this step is to set the tone for the future land use map and outline the location of the focus areas sites, what future investors are “buying” into, and the expectations for type and quality of future development.

Further, it will accomplish the following as a component of the final plan and market elements:

**GUIDE** the community evaluating proposed public, private, or public/private projects in the various study areas.

**INFORM** and guide property owners and potential investors as to what is desired and likely to be approved.

**MEASURE** progress and effectiveness in the development and redevelopment of the target development sites to ensure projects have synergistic qualities that strengthen the City of Medina.

**Task 4.2 - Focus Area Concepts**

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus area sites identified in the previous tasks. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

**Task 4.3 – Prepare Draft Plan**

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. The plan will include a series of maps, plans, and illustrations which translate the goals, objectives and development principles into an overall vision. The components will be conceptual, but highly graphic to help communicate and envision the future of the City.

**Task 4.4 - Steering Committee Meeting 3**

During this meeting, OHM will go over the focus area concepts and initial draft plan with the steering committee. The committee will be engaged in activities to provide additional feedback and refinement. The team will also discuss and layout the last phase of the planning process, including the virtual public open house.

.....  
**Meetings:**

- Steering Committee Meeting 3

**Time frame:**

- Month 5-7

**Deliverables:**

- Focus Area Concept Plan
- Draft Comprehensive Plan

## Our Approach

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### PHASE 5: FINALIZE, INSPIRE, & IMPLEMENT

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#### Task 5.1 – Virtual Public Open House

OHM will facilitate and host a virtual public open house to unveil the Draft Comprehensive Plan to the community at-large. The session will begin with an overall presentation of the plan components and recommendations, followed by a session of smaller breakout rooms where community members and stakeholders can participate by providing their feedback and ask questions. This virtual open house can be simulcast through social media outlets and will also be recorded and posted on the project website. This allows individuals who were unable to participate in the live session the ability to view the presentation and hear some of the feedback. Those individuals will also be able to submit their comments and questions.

#### Task 5.2 – Steering Committee Meeting 4 - Plan for Implementation

During this meeting, OHM will present and review the updated draft Comprehensive Plan and begin to identify and outline actions steps and implementation strategies for both short, medium, and long-term time frames. The implementation strategy will be part of the final Plan, and include timeframe/prioritization of the recommendations, and identify parties responsible for implementing specific elements of the Plan. This part of the Plan will become the blueprint for the City and help to aide future decision making processes.

#### Task 5.3 – Final Plan Development

During this task OHM will finalize the Comprehensive Plan. We anticipate the final plan including the following:

- Executive Summary
- Community Vision (Statement of Purpose)
- Overview of the Planning Process
- Plan Framework
- Existing Conditions Analysis
- Public Engagement Summary
- Future Land Use Map
- Parks & Open Space
- Transportation/Mobility (motorized and non-motorized)
- Focus Area Plan/Target Redevelopment Sites
- Implementation Matrix and Funding Plan

#### Task 5.4 - Final Plan Review

The final Comprehensive Plan will be submitted to the steering committee for their final review and comments. OHM will make any final changes and updates, before finalizing the comprehensive plan for adoption.

#### Task 5.5 - City Meeting/Plan Adoption

OHM will submit and present the final Comprehensive Plan to City Council and City Planning Commissions. OHM will provide both hard copies (10 in PDF) and a digital copy of the comprehensive plan, and all physical and electronic materials prepared during the planning process, provided in the appropriate format.

.....

#### Meetings:

- Virtual Public Open House
- Steering Committee Meeting 4
- Planning Commission Meeting
- City Council Meeting

#### Time frame:

- Month 8-10

#### Deliverables:

- Materials for the Virtual Public Open House
- Final Comprehensive Plan (10 hard copy PDFs and a digital copy)



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



## Exhibit C

### OHM ADVISORS

### 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.  
2021 Public Rates

OK  
Dr. Hanwell  
4-5-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-075-4/12

**FROM:** Jansen Wehrley <sup>ew</sup>  
**DATE:** April 2, 2021  
**SUBJECT:** Memorandum of Lease 406 S. Broadway Street

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council authorization for Mayor Hanwell to execute the Memorandum of Lease with Peaceworks, Inc. for the property at 406 S. Broadway Street. City Lot 1064, Permanent Parcel No. 028-19D-01-117.

\*\*Pending law directors final approval\*\*

**Estimated Cost: N/A**

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested: No**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**



February 12, 2021

City of Medina  
Attn: Mayor Dennis Hanwell/Law Director Greg Huber  
132 North Elmwood Avenue,  
Medina, OH 44256

Dear Messrs. Hanwell and Huber,

Please accept this letter as verification that Peaceworks Inc. accepts the renewal option for the Lease at 406 South Broadway Street, Medina, Ohio 44256.

As you are both aware, the original lease began June 12<sup>th</sup>, 2014 for a term of five (5) years ending June 12<sup>th</sup>, 2019. Because there are no specific requirements stated, Peaceworks Inc assumed that the option was automatic unless declined by same.

Please don't hesitate to contact me if you need any further information or assistance with this matter. My contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "David Clardy". The signature is written in a cursive, flowing style.

David Clardy  
President, Peaceworks Inc.  
330-421-6837  
dclardy@ifpeace.com



February 12, 2021

City of Medina  
Attn: Mayor Dennis Hanwell/Law Director Greg Huber  
132 North Elmwood Avenue,  
Medina, OH 44256

Dear Messrs. Hanwell and Huber,

Please accept this letter of request for Peaceworks Inc. to enter two additional five (5) year options for the existing Lease at 406 South Broadway Street, Medina, Ohio 44256.

As you are both aware, the original lease began June 12<sup>th</sup>, 2014 for a term of five (5) years ending June 12<sup>th</sup>, 2019. The original five (5) year option will end June 12<sup>th</sup>, 2024. Peaceworks Inc is requesting two options totaling ten (10) years ending June 12<sup>th</sup>, 2034.

Please don't hesitate to contact me if you need any further information or assistance with this matter. My contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "David Clardy", written in a cursive style.

David Clardy  
President, Peaceworks Inc.  
330-421-6837  
dclardy@ifpeace.com

MEMORANDUM OF LEASE

This Memorandum of Lease is made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, between the **CITY OF MEDINA**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor" and **PEACEWORKS, INC.**, an Ohio non-profit corporation, 689 West Liberty Street, Suite 7, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

For and in consideration of mutual covenants and agreements and of other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Lessor, the Lessor hereby demises to the Lessee and the Lessee hereby leases from the Lessor upon and subject to covenants and agreements set forth in a certain agreement between the Lessor and the Lessee bearing even date herewith, hereinafter called "Lease Agreement," the first floor, second floor, basement and the immediate surrounding area of the residence building located at 406 South Broadway Street in the City of Medina, County of Medina, and State of Ohio, the full legal description of which is set forth on Exhibit A.

To have to hold the same for a period of five (5) full years from the \_\_\_\_ day of \_\_\_\_\_, 2021, unless sooner terminated under the conditions set forth in the Lease Agreement. For said consideration, the Lessor has granted and hereby does grant unto the Lessee the right and option to extend said term to and including one (1) additional term of five (5) years commencing on the expiration of the original term hereof, all in the manner and upon the covenants and agreements set forth in the Lease Agreement.

(The balance of this page is left blank; signature page to follow)

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

Lessor:

**CITY OF MEDINA,**  
**an Ohio Municipal Corporation**

By: \_\_\_\_\_  
DENNIS HANWELL  
Its Mayor

Lessee:

**PEACEWORKS, INC.**  
**an Ohio Non-profit Corporation**

By: \_\_\_\_\_  
DAVID G. CLARDY  
Its President

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **CITY OF MEDINA**, an Ohio municipal corporation, by **DENNIS HANWELL, its Mayor**, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said City and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Medina, Ohio.

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



STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **PEACEWORKS, INC.**, an Ohio non-profit corporation, by **DAVID G. CLARDY**, its President, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said corporation and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Medina, Ohio.

---

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Michael L. Laribee, Attorney at Law  
LARIBEE & HERTRICK, LLP  
325 North Broadway Street  
Medina, OH 44256  
(330) 725-0531

## EXHIBIT A

Situated in the City of Medina, County of Medina and State of Ohio: Known as being the south part of Lot No. 1064 (formerly Lot No. 64 on the Montville Township side of the City of Medina) and bounded and described as follows: On the North by the South line of the right-of-way of The Northern Ohio Railroad Company, now known and called the Wheeling and Lake Erie Railway; thence on the East by the East line of said Lot No. 1064, on the South by the South line of said Lot No. 1064, said South line being 367.3 feet in length, East and West, and on the West by the West line of said Lot, being the East line of South Broadway Street. **EXCEPTING THEREFROM:** Situated in the City of Medina, County of Medina, State of Ohio, T-3N, R-14W, and in Medina City Lot 1064, and being part of a 0.3778 hectare (0.9336 acre) parcel conveyed to Washington Properties, Inc. by Official Record Volume 1285, Page 633, dated June 17, 1997, and bounded and described as follows:

Commencing for reference at a point in State Route 57 (South Broadway Street) at the intersection with Wadsworth Road/Lafayette Road, being centerline Station 15+941.559, thence N 00° 41' 49" E along the centerline of right of way of State Route 57 for a record distance of 100.746 m (330.53') to a point at centerline Station 16+042.305, thence S 89° 18' 11" E for a distance of 9.144 m (30.00') to an iron pin set on the easterly existing right of way line of State Route 57 at Station 16+042.305, 9.144 m (30.00') right of centerline of Right of Way of State Route 57, also being the Principle Point of Beginning for the parcel described herein:

1. thence N 00° 41' 49" E for a distance of 14.519 m (47.63') to an iron pin set on the Owner's northerly property line at Station 16+056.824, 9.144 m (30.00') right of centerline of Right of Way of State Route 57;
2. thence along said northerly property line S 76° 44' 16" E for a distance of 13.171 m (43.21') to an iron pin set at Station 16+053.958, 22.000 m (72.18') right of centerline of Right of Way of State Route 57;
3. thence S 00° 41' 49" W for a distance of 6.219 m (20.40') to an iron pin set at Station 16+047.739, 22.000 m (72.18') right of centerline of Right of Way of State Route 57;
4. thence S 67° 47' 12" W for a distance of 13.957 m (45.79') to the Point of Beginning.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 028-19D-01-022 and contains a gross take of 0.0133 hectares (0.0329 acres).

This description was prepared by Polytech, Inc. and reviewed on July 18, 2000, by George A. Hofmann, Registered Surveyor No. 6752.

This description was prepared based on a survey made by George A. Hofmann, P.S. 6752, for the Ohio Department of Transportation, District Three, in 1997 and 2000.

The iron pins set are 19 mm (3/4 inch) diameter rebars, 762 mm (30 inches) in length topped with a 38 mm (1-1/2 inch) diameter aluminum identification cap marked "ODOT R/W, George A. Hofmann, P.S. 6752".

The bearings referred to herein are based on an assumed meridian and are for the purposes of indicating angular measurement only.

The stations referred to herein are from the centerline right of way of State Route 57 as found on DOT right of way plan MED-57-16.029(9.96).

Prior Instrument Reference: Official Record Volume 1285, Page 633.

The above described 0.0133 hectares (0.0329 acres), more or less, of which the present road occupies 0.000 hectares (0.000 acres), more or less.

Permanent Parcel No. 028-19D-01-117 (406 South Broadway Street, Medina, OH 44256)

**ORDINANCE NO. 76-14**

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

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Lease Agreement with Peaceworks, Inc. for the property at 406 S. Broadway Street, City Lot 1064, Permanent Parcel No. 028-19D-01-117.
- SEC. 2:** That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** May 12, 2014

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** May 13, 2014

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 76-14  
Exh. A

## LEASE

This Lease is made on this 12<sup>th</sup> day of June, 2014, by and between the **CITY OF MEDINA**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **PEACEWORKS, INC.**, an Ohio non-profit corporation, 689 West Liberty Street, Suite 7, Medina, Ohio 44256, as "Lessee."

### WITNESSETH:

#### ARTICLE 1. DEMISED PREMISES

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

The first floor, second floor, and basement and the immediate surrounding area of the residence building located at 406 South Broadway and known as being the south part of Lot No. 1064 (formerly Lot No. 64 on the Montville Township side of the City of Medina) and bounded and described as follows: On the North by the South line of the right-of-way of The Northern Ohio Railroad Company, now known and called the Wheeling and Lake Erie Railway; thence on the East by the East line of said Lot No. 1064, on the South by the South line of said Lot No. 1064, said South line being 367.3 feet in length, East and West, and on the West by the West line of said Lot, being the East line of South Broadway Street.

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

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

2. Lessor reserves the right to use the outside area of the demised premises for public park purposes, including modifications to surrounding land; provided the same does not unreasonably interfere with Lessee's operations. Lessee acknowledges that the demised premises is part of a trail head and the land surrounding the building is open to the public.

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

#### ARTICLE 2. TERM OF LEASE

To have and to hold for a term of five (5) years to commence on the 12<sup>th</sup> day of June, 2014, and end on the 12<sup>th</sup> day of June, 2019. The Lessee does hereby have an option to renew this Lease for one (1) additional five (5) year term.

### **ARTICLE 3. RENT**

The parties hereto agree that there shall be no exchange of rent as between the Lessor and the Lessee for the use of the aforescribed demised premises. The parties, however, state that the rights and responsibilities granted under this Lease provide legal consideration for the formation of this Lease, the receipt and sufficiency of which is hereby acknowledged.

### **ARTICLE 4. UTILITIES**

1. Lessee covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. In no event shall Lessor be liable for the quality, quantity, failure, or interruption of such service to the demised premises. To the extent reasonably possible, utilities shall be put into Lessee's name.

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

### **ARTICLE 5. QUIET ENJOYMENT**

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

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

1. The demised premises shall be occupied and used by Lessee for the retail sale of products produced for sale by Peaceworks, Inc., personnel, e.g. coffee, coffee roasting, café, bicycle rental, jewelry, crafts, etc. Occupation of the premises by Lessor shall commence upon execution of this Lease.

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

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean of snow, ice, and debris, provided, however, that Lessor shall be responsible for

removal of snow from the parking lot and driveways pursuant to Article 10 below.

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

3. Lessee covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part or for the approved purpose as set forth in Article 6.1 above. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

4. The remainder of the premises with the exception of the demised premises itself shall be open to the general public; the Lessee shall not infringe or restrict this public use. Lessor will not provide additional security beyond the normal police patrols.

5. Lessor has no duty or obligation to make any repairs or alterations to the demised premises for the Lessee.

6. All persons will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, or source of income.

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

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary. The sign shall be limited in size to twelve (12) square feet. All signage shall be subject to approval by the City of Medina.

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

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

or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

#### **ARTICLE 9. MECHANIC'S LIEN**

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

#### **ARTICLE 10. MAINTENANCE**

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

#### **ARTICLE 11. INDEMNITY AND INSURANCE**

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

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to persons (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement. The provisions of this Article 11.2 shall not include claims arising as a result of the willful actions or negligence of Lessor, its employees or agents..

3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in,

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

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure. The parties agree to coordinate their efforts for the periodic review of the value of the demised premises so the amount of the property damage insurance may be properly adjusted.

#### **ARTICLE 12. REAL ESTATE TAXES AND ASSESSMENTS**

Lessee shall pay all real estate taxes and assessments, if any, with respect to the demised premises during the term of this Lease. When the actual bills for real estate taxes, if any, covering the term of this Lease are rendered by the taxing authority, Lessor shall provide the bill to Lessee, and Lessee shall forthwith pay to Lessor the actual amount of taxes due Lessor during Lessee's possession. Lessor agrees to coordinate with Lessee in any application with the taxing authority for the abatement of real property taxes due to Lessee's non-profit status.

#### **ARTICLE 13. DESTRUCTION BY FIRE OR CASUALTY**

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

#### **ARTICLE 14. WAIVER OF SUBROGATION CLAIMS**

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



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

#### **ARTICLE 15. PROPERTY IN DEMISED PREMISES**

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

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

#### **ARTICLE 16. HAZARDOUS MATERIALS**

Lessee shall conduct its business and shall cause all persons occupying all or any portion of the premises and all of their respective agents, employees, contractors, and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of Lessor. "Hazardous Material" means any hazardous, explosive, radioactive, or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," hazardous substance," "hazardous material," "pollutant," or "contaminant" under any law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.

#### **ARTICLE 17. ACCESS TO DEMISED PREMISES**

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

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor

may place signs in or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

#### **ARTICLE 18. ASSIGNMENT AND SUBLETTING**

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

#### **ARTICLE 19. DEFAULT**

1. **Default.** Lessor or Lessee shall be in default of this Lease if either fails to perform any duty or obligation imposed by this Lease.

2. **Remedies.** In the event of Lessee's default, in addition to any other right or remedy at law or equity, Lessor shall have the right to enter upon the premises and repossess and enjoy the same as if this Lease had not been made, and, upon demand by Lessor, Lessee shall surrender complete and peaceable possession of the premises. This Lease shall then terminate. If Lessee fails to surrender and deliver the premises to Lessor, Lessee shall reimburse Lessor all costs and expenses incurred by Lessor for such delay in addition to any other damages caused by Lessee's delay in delivering exclusive possession to Lessor.

In the event of Lessor's default, in addition to any other right or remedy at law or equity, Lessee shall have the right of injunctive relief or the ability to terminate this Lease, in Lessee's sole discretion.

3. **Right to Cure.** Without limiting any other remedy available to Lessor or Lessee by reason of the other party's default, in the event of a default in the performance of any of the obligations set forth in this Lease, the non-defaulting party, at its option (but without any obligation so to do), may do all things as it deems necessary and appropriate to cure the default, perform any obligation of the defaulting party, and expend such sums as may be required.

#### **ARTICLE 20. SURRENDER OF DEMISED PREMISES**

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

2. Lessee shall, at Lessee's expense, remove all property of Lessee as required by Lessor, including exterior signage, and Lessee shall not remove any alterations, additions, and improvements unless approved or required by Lessor, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire.

Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

#### **ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS**

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

#### **ARTICLE 22. PROVISIONS BINDING**

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

#### **ARTICLE 23. REIMBURSEMENT**

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor within sixty (60) days of Lessor's written demand.

#### **ARTICLE 24. COMPLETE AGREEMENT**

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

#### **ARTICLE 25. MEMORANDUM OF LEASE**

The parties hereto agree to execute a Memorandum of Lease, in recordable form and record the same with the Medina County Recorder's Office. The cost of recording the Memorandum of Lease shall be split equally between the parties. Within fifteen (15) days

following the expiration of the term of this Lease, or earlier termination Lessee shall cooperate with Lessor to cause a release or termination of the Memorandum of Lease to be recorded, the cost of which shall be split equally between the parties.

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

SIGNED IN THE PRESENCE OF:

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

*David G. Clardy*  
\_\_\_\_\_

By: *Dennis Hanwell*  
DENNIS HANWELL  
Its: Mayor

**PEACEWORKS, INC.  
an Ohio Non-profit Corporation**

*David G. Clardy*  
\_\_\_\_\_

By: *David G. Clardy*  
DAVID G. CLARDY  
Its: President

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **CITY OF MEDINA**, an Ohio municipal corporation, by **DENNIS HANWELL**, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said City and his voluntary act individually and as such officer.

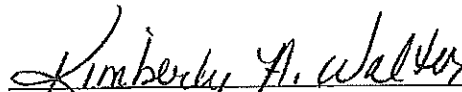
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of May, 2014, at Medina, Ohio.

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

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **PEACEWORKS, INC.**, an Ohio non-profit corporation, by **DAVID G. CLARDY**, its President, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said corporation and his voluntary act individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20<sup>th</sup> day of May, 2014, at Medina, Ohio.

  
\_\_\_\_\_  
NOTARY PUBLIC  
KIMBERLY A. WALTER  
Notary Public • State of Ohio  
My Commission Expires Aug. 3, 2018

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

OK  
Dor Hanwell  
4-7-2021

## REQUEST FOR COUNCIL ACTION

No. RCA 21-076-4/12

FROM: Mayor Dennis Hanwell  
DATE: April 7, 2021  
SUBJECT: Electric Aggregation Funds

Committee: Finance

### SUMMARY AND BACKGROUND:

Respectfully request Council discuss use of funds from Energy Harbor Electric Aggregation check for 2021. Total amount of check was \$22,177.00 but \$1,337.00 will be needed to cover South Town Christmas lights. \$20,780.00 is still available for use. (Please see attached)

Estimated Cost: \$0

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No.  
to Account No.

NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

---

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

## Dennis Hanwell

---

**From:** Lori Bowers  
**Sent:** Wednesday, April 7, 2021 9:49 AM  
**To:** Dennis Hanwell  
**Subject:** RE: Message from "RNP00267383921D"

The remaining portion of the South Town Christmas lights.

-----Original Message-----

**From:** Dennis Hanwell  
**Sent:** Wednesday, April 7, 2021 9:47 AM  
**To:** Lori Bowers <lbowers@medinaoh.org>  
**Cc:** Keith Dirham <kdirham@medinaoh.org>  
**Subject:** Re: Message from "RNP00267383921D"

Ok. What is the \$1337 covering?

Sent from my iPhone

> On Apr 7, 2021, at 9:45 AM, Lori Bowers <lbowers@medinaoh.org> wrote:

>

> Last year we received \$24,530 in electric agg funds. We used that to cover part of the expenditure's that Keith outlined. Those expenses were from 2018-2019. Council had passed to pay those expenses from the electric agg funds in 2018 and 2019 but we hadn't received any funds since 2017.

>

> The check we received this week is for \$22,117. \$1,337 of that will need to cover the remainder of the prior year expenses which leaves \$20,780 available.

>

> Please let me know if you have any questions.

>

> Thanks,

> Lori

>

>

>

>

> -----Original Message-----

> **From:** Dennis Hanwell  
> **Sent:** Tuesday, April 6, 2021 3:44 PM  
> **To:** Keith Dirham <kdirham@medinaoh.org>; Lori Bowers  
> <lbowers@medinaoh.org>  
> **Subject:** RE: Message from "RNP00267383921D"

>

> Ok, we have told county we will no longer donate to OOA due to Human Services levy passing. I will ask John if he wants it on for discussion. I know some of the original lights are in need of total replacement- wires and bulbs...

>

> -----Original Message-----

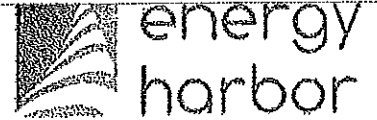
> **From:** Keith Dirham  
> **Sent:** Tuesday, April 6, 2021 3:41 PM

↓  
South Town Christmas lights

> To: Dennis Hanwell <dhanwell@medinaoh.org>; Lori Bowers  
> <lbowers@medinaoh.org>  
> Subject: RE: Message from "RNP00267383921D"  
>  
> Last year we put \$12,367 to Medina County Office of Older Adults, \$10,000 to Christmas Lights generally, and \$3,500  
to South Town Christmas Lights.  
>  
> Keith  
>  
> -----Original Message-----  
> From: Dennis Hanwell  
> Sent: Tuesday, April 6, 2021 3:21 PM  
> To: Lori Bowers <lbowers@medinaoh.org>  
> Cc: Keith Dirham <kdirham@medinaoh.org>; Dennis Hanwell  
> <dhanwell@medinaoh.org>  
> Subject: FW: Message from "RNP00267383921D"  
>  
> Lori  
> Let me know where we have been appropriating these too? I thought it was Christmas light fund with new endowment  
not sure that will be needed.  
> Thanks  
> Dennis  
>  
> -----Original Message-----  
> From: Nino Piccoli  
> Sent: Tuesday, April 6, 2021 3:13 PM  
> To: Dennis Hanwell <dhanwell@medinaoh.org>  
> Subject: FW: Message from "RNP00267383921D"  
>  
> Mayor,  
>  
> Energy Harbor Electric Aggregation check received today.  
>  
> Thanks,  
>  
> Nino  
>  
> -----Original Message-----  
> From: administrator@medinaoh.org <administrator@medinaoh.org>  
> Sent: Tuesday, April 6, 2021 2:55 PM  
> To: Nino Piccoli <npiccoli@medinaoh.org>  
> Subject: Message from "RNP00267383921D"  
>  
> This E-mail was sent from "RNP00267383921D" (MP C5503).  
>  
> Scan Date: 04.06.2021 14:54:49 (-0400) Queries to:  
> administrator@medinaoh.org  
>



ENERGY HARBOR LLC  
168 EAST MARKET STREET  
AKRON, OH 44308



RETURN SERVICE REQUESTED



Check No. 2001216  
Check Date 03/23/2021  
Check Amount \$22,117.00  
Vendor No. 0210034715



OD-000476 0001 0001 000476  
CITY OF MEDINA C/O NINO PICCOLI, SE  
VICE DIRECTOR  
132 NORTH ELMWOOD AVENUE  
MEDINA, OH 44256

Invoice Date	Invoice Number	Description	Gross Amount	Discount Amount	Net Amount
03/19/2021	3/19/2021		\$22,117.00		\$22,117.00
TOTAL			\$22,117.00		\$22,117.00

PLEASE FOLD ON PERFORATION AND DETACH HERE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

ENERGY HARBOR LLC  
168 EAST MARKET STREET  
AKRON, OH 44308



2001216  
March 23, 2021  
32-4/1110  
VOID AFTER 90 DAYS

Amount: \*Twenty-Two Thousand One Hundred Seventeen dollars and 00 cents\*

\*\*\*\$22,117.00\*\*

Pay to  
the  
order of

CITY OF MEDINA C/O NINO PICCOLI, SE  
VICE DIRECTOR

Bank of America Texas, N.A.  
Dallas, TX 75202

0210034715

AUTHORIZED SIGNATURE

**REQUEST FOR COUNCIL ACTION**

OK  
Hansen  
4-2-2021

NO. RCA 21-077-4/12

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: April 7, 2021

SUBJECT: ODOT Traffic Signal Maintenance Agreement

This request is for Council's authorization to enter into an agreement with the Ohio Department of Transportation (ODOT) in which ODOT would pay the City of Medina to maintain their state owned traffic signal located at US 42 and Grande/Stonegate.

The state would pay the City an annual maintenance fee of \$1,300. ODOT would continue to pay the power costs for each signal. In addition, the State agrees to reimburse the City for any expenditure in excess \$5,000.

This agreement replaces a similar agreement that the City and ODOT entered into in 2018. Please note, at that time ODOT and the City entered into two (2) signal agreements, including the signal at SR 18 and Foote Road. ODOT has determined that going forward they will maintain the signal at SR 18 and Foote.

We believe the maintenance fee is proposed by ODOT is fair to the City. Also, we note that the signal located at US 42 and Grande/Stonegate is a part of the City's coordinated signal system as a result of the completion of US 42 corridor project.

Thank you for your consideration.

ESTIMATED COST: No cost to City

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Patrick Patton

---

**From:** Jared.Feller@dot.ohio.gov  
**Sent:** Thursday, April 1, 2021 12:10 PM  
**To:** Patrick Patton  
**Cc:** Pamela.Dillon@dot.ohio.gov; Julie.Cichello@dot.ohio.gov  
**Subject:** US 42/Grande/Stonegate Signal Agreement  
**Attachments:** US 42 & Stonegate 210401.pdf

Pat,

I have attached an updated agreement for the US 42 & Grande/Stonegate signal to be signed since the previous agreement is no longer active. We are not sending a new agreement for the SR 18 & Foote signal since the contractor for the MED-18 (PID 92953) project will take possession once construction starts and ODOT will maintain the signal once the project is complete. Once the new agreement is signed and dated, please send a copy to be signed by ODOT. Once signed by ODOT, a copy will be provided for your records. Please let us know if you have any questions.

Respectfully,

**Jared D. Feller, P.E.**

*Transportation Engineer*

ODOT District 3

906 Clark Avenue, Ashland, Ohio 44805

419.207.7058

[transportation.ohio.gov](http://transportation.ohio.gov)



OHIO DEPARTMENT OF  
TRANSPORTATION

ODOT Agreement No. \_\_\_\_\_

## AGREEMENT

State Owned Signal Maintained by Local

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Ohio Department of Transportation whose address is 906 North Clark Ave, Ashland, OH 44805 (hereinafter referred to as ODOT), and the City of Medina whose address is 132 North Elmwood Avenue, Medina, OH 44256 (hereinafter referred to as the City);

In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining a traffic signal on US Route 42 and Grande Blvd/Stonegate Dr., in Medina County, Ohio, in and of the City of Medina; and

WHEREAS, the City and ODOT have identified the need for a coordinated traffic signal system on US 42, with the City; and

WHEREAS, ODOT and the City desire that the timing of the Signal be controlled by the City as part of a complete closed loop computerized signal system for the surrounding area; and

WHEREAS, each of the aforesaid agencies have an interest in the efficient operation of the traffic signal at the subject intersection and in the surrounding area.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. MAINTENANCE

The City shall provide all maintenance for the traffic signal. This includes but is not limited to: call outs for signal malfunctions and burned out lamps; repair and replacement of malfunctioning signal components or those damaged either by accident or deterioration; maintenance of pre-emption systems; and replacement or repair of damaged loop detectors or lead-in cables, including the loop detectors installed as a part of the closed loop signal system, located on US 42 (Pearl Road) in the City of Medina.

As a part of the maintenance ODOT requires that an annual inspection form, that will be provided by ODOT be completed by the City on every signal that is a part of this agreement. The completed form shall be returned to ODOT at the address listed above in a timely manner, on or before the next 13-month period starting at the time of the signing of this agreement. Also, as a part of this section, the City shall test the conflict monitor for proper operation at 12 month intervals and relamp the LED signal heads within every 7 years. The date of the relamping and conflict monitor testing shall be reported to the District Office in a timely manner. A timely manner is defined as five (5) business days from the date of the required maintenance.

The City shall also be responsible for any traffic studies and for any changes to the existing equipment by additions or alterations necessitated by changing traffic conditions (e.g. changing lane usage, adding lanes, signal heads, or turn phases)

II. ELECTRICAL ENERGY CHARGES

The ODOT shall remain responsible for the cost of all electrical energy charges for the operation of the signal.

### III. MAINTENANCE FEE

Upon receipt of a proper invoice from the City, ODOT shall pay an annual maintenance fee of One Thousand Three Hundred Dollars (\$1,300.00) per signal installation for each fiscal year. The City shall issue an invoice on or about July 1<sup>st</sup> of each year to the State, District 3, whose address is 906 North Clark Avenue, Ashland, OH 44805. All invoices shall be submitted to ODOT within sixty (60) calendar days after July 1<sup>st</sup>. Said amount shall be in full payment for the maintenance, including an annual electrical energy fee, upon receipt of an invoice which will be issued on or about July 1 of each year by the City, to the above address for District 3. The amount of the fee shall be the actual cost paid by the City for the electrical energy charges used to energize on the subject signal at its respective site pursuant to Part II. The annual fees required of either party by this Agreement may be changed upon the consent of both parties. Invoices for maintenance fees received after September 30<sup>th</sup> will not be reimbursable for that fiscal year.

In the event that a single unusual occurrence causes the City to expend funds in excess of \$5,000.00, the State agrees to reimburse the City for any expenditure in excess of \$5,000.00, provided, however, that the City's expenditures of any amount in excess of \$5,000.00 shall be subject to prior approval of ODOT.

If this Agreement is terminated prior to the last day of any calendar year, the annual maintenance fee will be prorated to the date of termination.

### IV. RIGHT-OF-ENTRY

In consideration of the mutual promises and benefits accruing to the parties hereto, the ODOT grants to the City the Right-Of-Entry upon ODOT's right-of-way for the purpose of maintaining the signal described in this Agreement. Said Right-Of-Entry, is made subject to all other easements, dedications, uses or restrictions affecting said right-of-way whether of record or otherwise, except that the City shall not be subject to unrecorded conditions unless notified in writing by the State of the exact nature of such conditions. ODOT reserves all rights in the property which is the subject of this Right-Of-Entry.

### V. LIABILITY/INDEMNIFICATION

Notwithstanding anything contained herein or in any attached terms and conditions to the contrary, the City shall not indemnify or hold harmless any party. However, to the extent permitted by Ohio law, and without waiving any right of sovereign immunity, the City will be responsible for direct damages arising from any proven claim arising solely from the City negligent act or omissions. The City shall not assume, or be deemed to assume, any liability for damages. To the extent any provisions of this contract or related documents are inconsistent with this paragraph, this paragraph shall take precedence

In no event shall the City, its contractors, subcontractors, workers, or agents be considered agents or employees of the State of Ohio or ODOT.

### VI. REMOVAL

When it is determined by ODOT that said traffic signal is no longer essential to the safety, convenience and welfare of the traveling public, or that the maintenance of traffic in general would be better served by the discontinuance of the traffic signal, then all such equipment, material and devices installed, maintained and operated by ODOT shall be removed or abandoned by ODOT at no expense to the City. All salvageable materials and equipment shall be returned to ODOT's signal inventory and the parties shall be relieved of all obligations under this Agreement.

The determination that the traffic signal is no longer useful or desirable shall be made by ODOT, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.

VII. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

VIII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

IX. SEVERABILITY

If, and to the extent that any court or competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and ODOT and supersedes all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

XI. CONSIDERATION

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

XII. TERM AND TERMINATION

This Agreement shall remain in full force and effect between the parties until the system is no longer useful or desirable, as determined by ODOT in good faith and based on engineering judgment, at which time ODOT shall provide 30 days written notice to the City of termination of the Agreement. The traffic signal shall then be removed and this Agreement shall terminate.

This Agreement is subject to the determination by the State that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code Section 126.07. If the State determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement will terminate on the date funding expires.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

All other terms and conditions of the Agreement shall remain in full force and effect for the duration of the Agreement.

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

For the City of Medina, Ohio

\_\_\_\_\_  
Contractual Officer

Print Name and Title Here:

Date:

For the State of Ohio  
Ohio Department of Transportation

\_\_\_\_\_  
Jack Marchbanks, Director (DDD Initial)

Date:

**REQUEST FOR COUNCIL ACTION**

*OK  
As Handed  
4-7-2021*

NO. 21-078-4/12

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: April 7, 2021

SUBJECT: Easements for Spring Grove Street Bridge Replacement

In order to complete project #932: Spring Grove Street Bridge Replacements, the City must acquire a total of three (3) easements from property owners. We have received two (2) of those easements; see below for a summary:

	Property	Acquisition	Value
1	251-267 Spring Grove Street PPN 028-19B-15-138, part of MCL 240	One (1) storm sewer and drainage easement	\$3,668.44
2	250 Spring Grove Street PPN 028-19B-15-176, part of MCL 3477	One (1) sidewalk, water main, storm sewer and drainage easement	\$3,501.70
TOTAL			\$7,170.14

This requests asks Council to accept the easements submitted herein. Thank you for your cooperation.

ESTIMATED COST: \$7,170.14

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



### Storm Sewer and Drainage Easement

*KNOW ALL MEN BY THESE PRESENTS:*

That in consideration of (THREE THOUSAND SIX HUNDRED SIXTY EIGHT and 44/100) Dollars (\$3,668.44) and other good and valuable consideration recited herein given to SPRING GROVE PROPERTIES, LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 240 and part of lands conveyed to Spring Grove Properties, LLC by deed dated August 12, 2010 as recorded in Document No. 2010OR015544 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northeast corner of said lands of Spring Grove Properties, LLC, also being the intersection of the Southern Right-of-Way of East North Street with the Western Right-of-Way of Spring Grove Street;

Thence along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 38.09 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the easement area herein described;

Thence continuing along the Western Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 98.50 feet to a point thereon;

Thence at a right angle and perpendicular to the Western Right-of-Way of Spring Grove Street, bearing North 89°15'51" West, a distance of 10.00 feet to a point;

Thence, bearing North 19°15'16" West, a distance of 60.50 feet to a point;

Thence, bearing North 21°22'15" East, a distance of 44.50 feet to a point;

Thence perpendicular to the Western Right-of-Way of Spring Grove Street, bearing South 89°15'51" East, a distance of 15.00 feet to a point on the Western Right-of-Way of Spring Grove Street and the **TRUE PLACE OF BEGINNING** containing 0.0484 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 2020.

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 261-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed storm sewer and appurtenances, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances and rock channel protection; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 251-267 Spring Grove Street; Permanent Parcel No. 028-19B-15-138, part of Medina City Lot 240 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1 day of April, 2021.

Grantor:

Signature: William Panchak

Print Name: WILLIAM PANCHAK

Title: MEMBER

Company: Spring Grove Properties, LLC

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 1<sup>st</sup> day of April, 2021.

Notary Signature: Thom Fleming

Print Name: Thom Fleming

My Commission Expires: 9.3.25

Notary Seal:



THOM L. FLEMING JR.  
Notary Public, State of Ohio  
My Comm. Expires Sept. 03, 2025

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

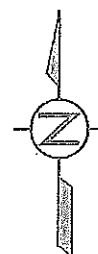
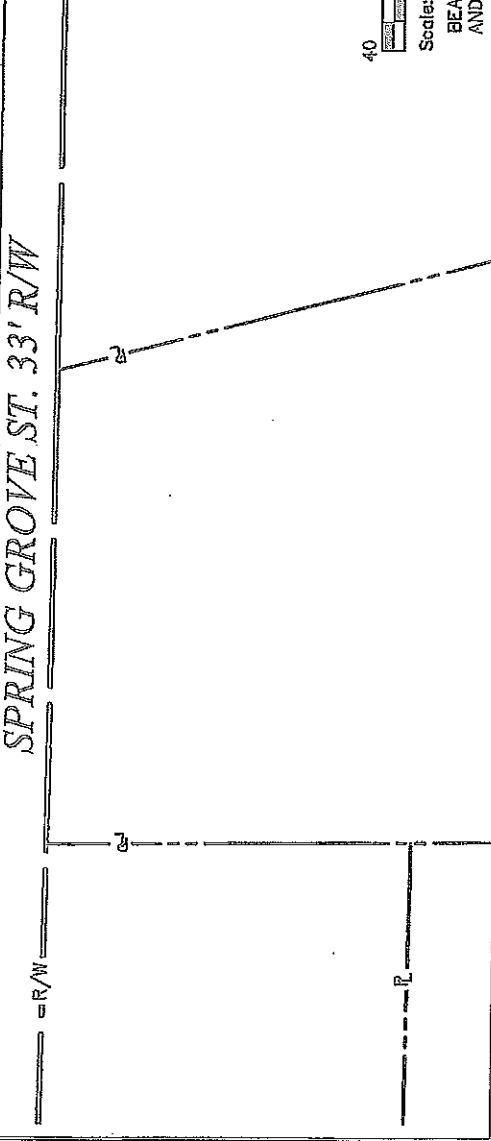
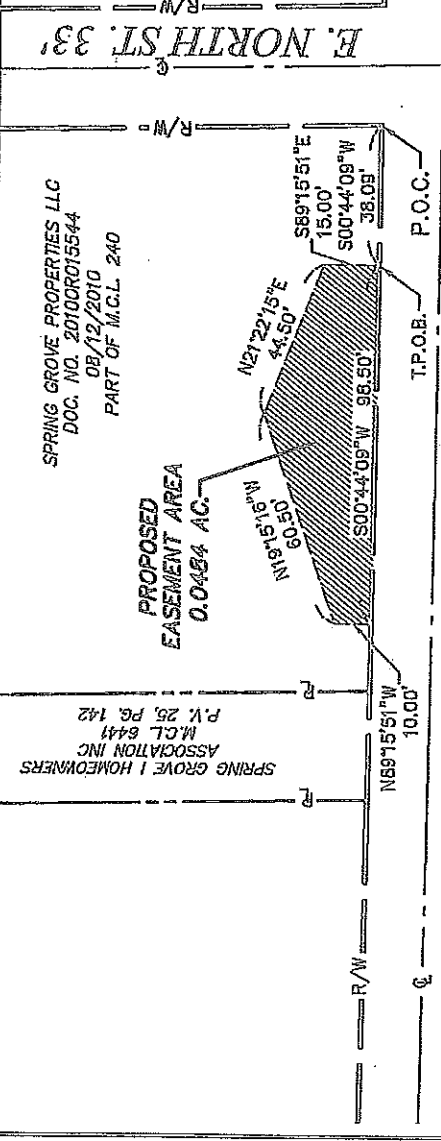
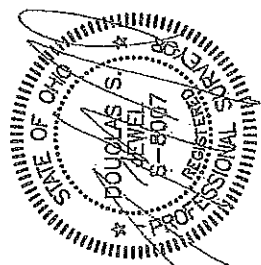
**CUNNINGHAM & ASSOCIATES, INC.**  
 CIVIL ENGINEERING and SURVEYING  
 203 W. LIBERTY ST. MEDINA, OHIO 44130 330-725-9900

LOCATED IN:  
**CITY OF MEDINA**  
**COUNTY OF MEDINA**  
**STATE OF OHIO**

QUANTITY: 1 AS  
 DATE: 02/09/2021  
 PROJECT NO.: 20-115  
 ACAD TABLE: 1:1 (20-10-2020)  
 SHEET NO.: 1/3

**EXHIBIT B**

SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 240



Scale: 1" = 40'  
 BEARINGS ARE TO AN ASSUMED MERIDIAN  
 AND ARE USED TO DENOTE ANGLES ONLY.

**Sidewalk, Water Main, Storm Sewer and Drainage Easement**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of (THREE THOUSAND FIVE HUNDRED ONE and 70/100) Dollars (\$3,501.70.) and other good and valuable consideration recited herein given to KUBASTA HOLDING COMPANY, LLC hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sidewalk, water main, storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SIDEWALK; PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES; WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot No. (MCL) 3477 as shown on plat recorded in Plat Volume 17, Page 142 of the Medina County Recorder's Records and part of lands conveyed to Kubasta Holding Company, LLC by deed dated January 17, 2003 as recorded in Document 2003OR002891 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING of the easement area herein described;

Thence along the Northern line of said lands of Kubasta Holding Company, LLC and said MCL 3477, bearing North 75°33'54" East, a distance of 38.69 feet to a point thereon;

Thence bearing South 03°35'31" West, a distance of 38.50 feet to a point;

Thence, bearing South 51°57'05" West, a distance of 18.00 feet to a point;

Thence, bearing South 26°09'44" West, a distance of 49.82 feet to a point on the Western line of aforesaid lands of Kubasta Holding Company, LLC and aforesaid MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street;

Thence along the Western line of said lands of Kubasta Holding Company, LLC and said MCL 3477, also the Eastern Right-of-Way of Spring Grove Street, bearing North 00°44'09" East, a distance of 84.60 feet to the Northwest corner of said lands of Kubasta Holding Company, LLC, also being the Northwest corner of said MCL 3477, also being a point on the Eastern Right-of-Way of Spring Grove Street and the TRUE PLACE OF BEGINNING containing 0.0462 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in November 2020.

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

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE; STORM SEWER AND APPURTENANCES; WATER MAIN AND APPURTENANCES.
2. Grantee shall repair any and all damage arising from the installation of a SIDEWALK AND APPURTENANCES. Grantee shall replace any portion of the SIDEWALK AND APPURTENANCES which may become defective for a period of twenty-four (24) months from the time of the original installation.
3. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
4. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
5. Grantee will secure and protect all permanent structures within the construction zone.
6. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Upon completion of the twenty-four (24) month warranty period the Grantor will maintain the sidewalk and appurtenances per the City of Medina Codified Ordinance.
3. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed water main, culvert, headwall and rock rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete walk and to replace it with concrete in the same location; to remove a portion of the existing concrete drive apron and to replace it with concrete in the same location; to install a new water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
4. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 250 Spring Grove Street; Permanent Parcel No. 028-19B-15-176, part of Medina City Lot 3477 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 6<sup>TH</sup> day of APRIL, 2021.

Grantor:

Signature: *Kent W. Kubasta*

Print Name: KENT W. KUBASTA

Title: OWNER

Company: Kubasta Holding Company, LLC

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Kent W. Kubasta <sup>Kubasta Holding Company LLC</sup>, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 6<sup>th</sup> day of APRIL, 2021.

Notary Signature: *Stephen S. Piccini*

Print Name: STEPHEN S. PICCINI

My Commission Expires: OCTOBER 26, 2024

Notary Seal:

This instrument was prepared by:

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

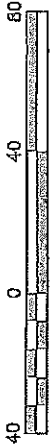
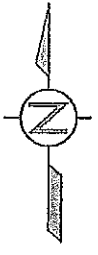
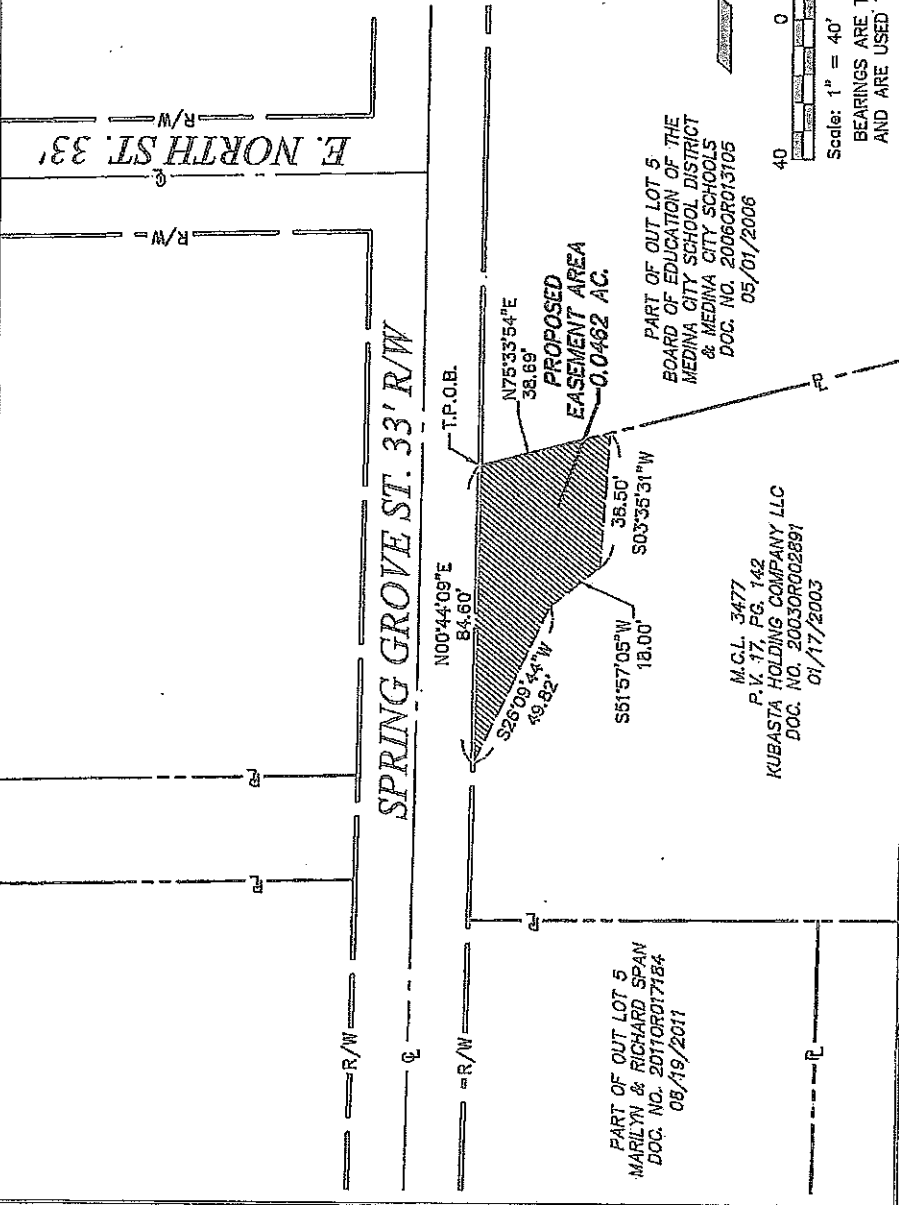
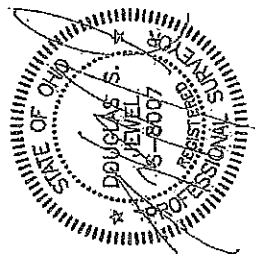
**CUNNINGHAM & ASSOCIATES, INC.**  
 CIVIL ENGINEERING AND SURVEYING  
 203 W. LIBERTY ST., MEDINA, OHIO 44256 330-725-5980

LOCATED IN:  
**CITY OF MEDINA**  
**COUNTY OF MEDINA**  
**STATE OF OHIO**

DRAWN BY: **KLIS**  
 DATE: **02/09/2022**  
 PROJECT NO.: **20-116**  
 ACAD YEAR: **2021-2022**  
 SHEET NO.: **2** / **3**

**EXHIBIT B**

SITUATED IN THE CITY  
 OF MEDINA, COUNTY  
 OF MEDINA, STATE OF  
 OHIO AND BEING  
 KNOWN AS PART OF  
 MEDINA CITY LOT 3477



BEARINGS ARE TO AN ASSUMED MERIDIAN  
 AND ARE USED TO DENOTE ANGLES ONLY.

**SPRING GROVE ST. 33' R/W**

**E. NORTH ST. 33'**

PART OF OUT LOT 5  
 MARILYN & RICHARD SPAN  
 DOC. NO. 20110R017184  
 08/19/2011

M.C.L. 3477  
 P.K. 17, PG. 142  
 KUBASTA HOLDING COMPANY LLC  
 DOC. NO. 20030R02891  
 01/17/2003

PART OF OUT LOT 5  
 BOARD OF EDUCATION OF THE  
 MEDINA CITY SCHOOL DISTRICT  
 & MEDINA CITY SCHOOLS  
 DOC. NO. 20060R013105  
 05/01/2006



**REQUEST FOR COUNCIL ACTION**

No. RCA 21-079-4/12

**FROM:** Keith H. Dirham **Committee:** Finance  
**DATE:** Wednesday, April 7, 2021  
**SUBJECT:** Creation of American Rescue Plan Act Fund and discussion of potential uses of forthcoming ARP Funds Fund #171

**SUMMARY AND BACKGROUND:**

The Ohio Auditor of State’s Office sent out a bulletin (attached) specifying that local governments do NOT need to seek AOS approval for establishing new COVID-19 federal programs. Thus, the new fund requested herein does not require AOS approval.

Estimates provided to us indicate that the City of Medina by National League of Cities will receive \$5,089,095.15 in ARP Act funding in two tranches:

1. One half (\$2,544,547.58) in June (we think)
2. Another half probably next year.

Restrictions on the use of these funds are fairly broad but so far we only have the very general outlines based on the legislation. The Department of the Treasury will provide further guidance and until that happens we can only really discuss the broad generalities.

The big news is that the legislation allows for what is being called “Revenue Replacement”. A number of the City’s funds experienced less revenue in 2020 than 2019 and according to NLC the baseline year for calculation of revenue to be replaces is the last fiscal year before the pandemic (calendar 2019 in our case). However, we await clarification as to whether this is to be net per fund or one line at a time. Additionally, there is a question about revenue lines that increased in 2020 but would have increased more but for the pandemic. These issues may sound minor and academic but they add to a vast amount of money.

Finally, I request and recommend that we again retain Walter and Haverfield to provide legal guidance for this grant as we did for the CARES Act money last year provided that this is acceptable to Council, Administration, and Law Director.

**Estimated Cost:**

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

**From:** Keith Faber, Auditor of State of Ohio <Bulletins@ohioauditor.gov>  
**Sent:** Wednesday, April 7, 2021 10:48 AM  
**To:** Keith Dirham  
**Subject:** AOS Bulletin 2021-04: Separate Accountability for Federal Programs Authorized by the American Rescue Plan Act of 2021

## Bulletin from the Auditor of State's Office

### Auditor of State Bulletins

**Date Issued:** Apr. 7, 2021  
**To:** State Agencies  
Public Offices  
IPAs  
**From:** Keith Faber, Ohio Auditor of State  
**Subject:** Separate Accountability for Federal Programs Authorized by the American Rescue Plan Act of 2021.

#### **About Bulletin 2021-004**

The American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (ARP), a \$1.9 trillion economic COVID-19 stimulus package, was signed into law on March 11, 2021. ARP provides additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. As part of this package, \$350 billion in additional funding is being provided to state and local governments, as well as additional funding for other areas including, but not limited to, education, rental assistance and transit.

The purpose of this bulletin is to emphasize the separate accountability of federal funds and provide accounting guidance for significant ARP programs. The Federal Funding Accountability and Transparency Act (FFATA) requires separate accountability for direct recipients as well as subrecipients of federal awards greater than \$25,000. This transparency is usually accomplished through the use of separate funds or subfunds or SCCs within existing funds. Additionally, Ohio Rev. Code §5705.09 requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law (i.e., terms and conditions of a federal program) requires to be used for a particular purpose. Ohio Rev. Code §5705.12 further requires the taxing authority of a subdivision to establish, with the approval of the Auditor of State, a separate fund for money derived from specified sources other than the general property tax. The Auditor of State approves taxing authorities to establish the separate funds required for separate accountability of federal programs upon adopted of a local ordinance or

resolution. Local governments do not need to seek Auditor of State approval for establishing new COVID-19 federal programs.

Since the beginning of the Pandemic, the Auditor of State has received numerous questions about proper accounting treatment for COVID-19 federal funding awards. As the COVID-19 federal programs have evolved, the accounting treatment, particularly reimbursement accounting, has increased in complexity for many programs. We encountered this with the Coronavirus Relief Fund, which had broad accounting implications across multiple funds, depending upon how the local government chose to spend its resources. For that reason, this bulletin provides accounting advice for reimbursing expenditures and reallocating revenue in other funds.

The Auditor of State encourages local governments and other recipients of ARP funds to consult with their legal counsel as they plan to utilize ARP funds, given the recent enactment of ARP and yet to be issued guidance from pertinent federal agencies regarding the administration of ARP programs. Additionally, just as with the CARES Act funds, the AOS recommends that each government entity accepting ARP funds clearly document their rationale for each expenditure of ARP funds, ideally through legislation passed by the entity's legislative body explaining how the expenditure meets the legal requirements of ARP. To aid in our future audit work, we also ask that each expenditure be carefully tracked and documented. Finally, recall that these federal funds are one time funds and that entities should not build these amounts into projects or programs that require a long term source of revenue.

If you have any questions regarding the information presented in the Bulletin, please contact the Center for Audit Excellence at the Auditor of State's Office at [FACCR@ohioauditor.gov](mailto:FACCR@ohioauditor.gov) or call Local Government Services at (800) 345-2519.



### Ohio Auditor of State

88 East Broad Street, Fifth Floor, Columbus, Ohio 43215-3506

Phone: 614-466-4514 or 800-282-0370 Fax: 614-466-4490

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**REQUEST FOR COUNCIL ACTION**

No. RCA 21-080-4/12

**FROM:** Bill Lamb, Councilperson At-Large

**Committee:** Finance

**DATE:** March 19, 2021

**SUBJECT:** Appraisal to Convert Municipal Court to Community Center

**SUMMARY AND BACKGROUND:**

Discuss obtaining an appraisal to determine the design and renovation cost to convert the Medina Municipal Court building to a Community Center.

**Estimated Cost:** TBD

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested:**

**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**