

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

September 14, 2020
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (August 24, 2020)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a D1, D2, D3 and D6 permit to IBC Bars LLC, dba Diner 42, 665 Lafayette Rd., Medina from Wings Etc of Marietta LLC, 101 Crooked Run Lane, Marietta, Ohio 45750.

Unfinished business.

Res. 144-20 (Tabled)

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:

Ord. 152-20, Res. 153-20, Ord. 154-20, Ord. 155-20, Ord. 156-20, Ord. 157-20, Ord. 158-20, Ord. 159-20, Ord. 160-20, Ord. 161-20, Ord. 162-20, Ord. 163-20

Ord. 152-20

An Ordinance authorizing the purchase of one (1) 2021 Dodge Durango AWD Mid-Size SUV from Fred Martin Superstore for the Building Department.

Res. 153-20

A Resolution authorizing the Mayor to submit a grant application with the Ohio Environmental Protection Agency (OEPA) for Electric Vehicle Charging Stations for the City Hall Parking Deck.

(emergency clause requested)

Ord. 154-20

An Ordinance authorizing the purchase of two (2) 2020 Ford Explorer Interceptors from Lebanon Ford for the Police Department.

Ord. 155-20

An Ordinance authorizing the Mayor to approve the trade-in of two (2) 2015 Police cruisers and accept \$8,000.00 toward the purchase of two (2) new cruisers from Lebanon Ford for the Police Department.

Ord. 156-20

An Ordinance authorizing the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use.

Ord. 157-20

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention Project.

(emergency clause requested)

Ord. 158-20

An Ordinance authorizing the Mayor to enter into a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the West Smith Road, Phase 4 Project.

Ord. 159-20

An Ordinance authorizing the Mayor to enter into an Agreement with American Structurepoint, Inc. to provide design services for the West Smith Road, Phase 4 Project.

Ord. 160-20

An Ordinance authorizing the Mayor to enter into an Improvement Agreement with the Medina Community Design Committee for repainting and repair to the City's Interurban Ticket Building.

Ord. 161-20

An Ordinance authorizing the Mayor to execute a Revocable Use Permit with Beacon Farmers Exchange LLC for a projecting sign for the Medina Brew Company business at 320 South Court Street.

Ord. 162-20

An Ordinance authorizing the Mayor to enter into an Agreement with the Friends of the Cemetery for Cemetery Drainage Improvements at Spring Grove Cemetery.

Ord. 163-20

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget)

Council Comments.

Adjournment.

Call to Order:

Medina City Council met in regular session on Monday, August 24, 2020. The meeting was called to order at 7:32 p.m. by President of Council John Coyne who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Nino Piccoli, Chief Kinney, and Kathy Patton.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on July 13, 2020 and Special Council meeting on August 5, 2020 as prepared and submitted by the Clerk be approved. The roll was called and the motion passed by the yeas of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to this evening's Council Meeting and will meet again in 6 weeks unless there is something that needs immediate attention.

Health, Safety & Sanitation Committee: Mr. Simpson stated there were ongoing meetings with the Fire committee, Mayor and a few other representatives from the Townships to discuss possibly increasing some of the staffing.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb is looking to schedule a meeting in September.

Streets & Sidewalks Committee: Mr. Heffinger had no report, stated Broadway Street's brick road is looking really good.

Water & Utilities Committee: Mrs. Hazeltine had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

- 20-160-8/24 – Budget Amendments
- 20-161-8/24 – State Bid, Purchase Dodge Durango – Building Dept.
- 20-162-8/24 – Expenditure Over \$15,000 – Job Creation Grant – Friction Products
- 20-163-8/24 – Expenditure Over \$15,000 – Job Creation Grant – Progressive Medina LLC
- 20-164-8/24 – Grant Application, Ohio EPA – Electric Vehicle Charging Stations
- 20-165-8/24 – State Bid, Purchase (2) Police Cruisers from Lebanon Ford
- 20-166-8/24 – Trade-in (2) Police Vehicles, Lebanon Ford

Medina City Council
August 24, 2020

20-167-8/24 – 2020 City Auction
20-168-8/24 – Interurban Building Improvement Agreement – Medina Community Design
20-169-8/24 – Revocable Use Permit – Medina Brew Company, Wall Sign
20-170-8/24 – Discussion – MCRC Full-Time 32 Hour Work Week
20-171-8/24 – Agreement – Spring Grove Cemetery Drainage Improvement
20-172-8/24 – Bids, W. Liberty Storm Sewer Improvement, Parking Deck Detention
20-173-8/24 – LPA Project Agreement w/ ODOT – W. Smith Phase 4
20-174-8/24 – W. Smith Road, Phase 4 Design Services Agreement

Reports of Municipal Officers:

Dennis Hanwell, Mayor, had the following prepared report:

- A. Covid-19 - Thank you to public for helping reduce the spread by following guidelines of social distancing, wearing masks in public, and avoiding large gatherings. Updated information on business openings, safety protocols, etc. are on the City and Medina Co. Health Department's websites. Please continue to support our local businesses.
- B. New Parking Deck/TIF- The new parking deck being erected was supplemented by a \$1 million dollar capital grant from the State of Ohio. The deck is progressing well and expected to be completed in next week or so.
- C. Please complete the U.S. Census. Important that all residents are counted. We qualify for state and federal grants based on the reporting.
- D. The original Medina Square Farmers Market opened its 15th season on the Medina Square on June 6th, and will run through October 17th. The market will be open from 8-9 a.m. for guests over 59, and immune compromised shoppers, and from 9 a.m. to 1 p.m. for regular shoppers. For more information, and to see customer shopping guidelines, please visit medinafarmersmarket.com, or Medina Farmers Market on Facebook.
- E. State of the City was presented to Medina City Council before this meeting and will be presented virtually to Medina Area Chamber of Commerce on Tuesday September 1, 2020.
- F. Fiber to the home - please take survey at this link- www.Medina.LitCommunities.net

Keith Dirham, Finance Director, There are a number of things they talked about in the Finance meeting earlier that he will address as they get there. Stated that the Finance Dept. is working through the software conversion but the process isn't something they would wish on anybody.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Department, had no report.

Kimberly Marshall, Economic Development Director, was absent.

Jonathan Mendel, Planning Community Director, was absent.

Chief Painter, Fire Department, was absent.

Medina City Council
August 24, 2020

Mike Wright, Rec. Center Director, was absent.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, reported the following: S. Broadway Street will be complete this week. The 2020 Concrete Street Repair project finished up last week.

Nino Piccoli, Service Director, had no report

Notices and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Mike Ryan, resides at 155 Roshon Dr. Medina, OH. Mr. Ryan spoke on proposed Resolution 146-20. Of course the people of Medina and its city employees and leaders should oppose racism of any kind, but instead of saying that, the proposed resolution is intellectually dishonest and insulting to the city's residents, employees and leaders. This statement paints a false narrative of the condition of Ohio and the City of Medina specifically. This is nothing more than an inflammatory and false statement towards our state and city and its history and should be removed. This resolution singles out African Americans as victims of discrimination and draws no attention to any other ethnic group or the present day racial violence being inflicted upon the Caucasian America. One clause directly insults Medina residents by declaring that many of us are simply too privileged to understand the effects of racism. Do you intend to state on the record that discrimination of any kind toward all other persons' of any other ethnic background is acceptable? Is there a different kind of rage for a different color of skin? Such a statement should find no place in any civil discourse let alone a governmental document. The proposed resolution declares that this undefined systemic racism is a public health crisis akin to the Covid-19 virus, does this council suggest that systemic racism exists in the city of Medina to the level of pandemic proportion? Is there evidence to support that claim? Public emergencies typically require the expenditure of tax dollars. Given the city's limited budget, will Council defund the Medina Police to pay for that effort? Our city is being sought out and emulated by other cities in the state and the State of Ohio itself with regard to our advanced administrative policies and practices.

If we need the declaration of a public health emergency against racism in Medina does that indicate that racism is a crisis in Medina? This resolution is not unifying. By addressing systemic racism toward only one ethnic people group during a period of time such as now filled with hate and violence and injustice you have not fought against but instead created racism in the Municipal Government system.

Reverend Arthur Ruffin, resides at 1125 Grovelane in Medina. Pastor Ruffin also spoke on

Resolution 146-20, stating no matter where you live racism takes place, he doesn't feel it's the question of what ethnicity is being displayed or raced against but the time we live in now black lives are the number one on the chart, and doesn't feel that is an insult to any other race. Life is filled with many complications and all we think about is me, or I, it's not a community thing. If we want to make Medina a better place, we can't look at it as Republican or Democratic. Sit down and say how can we live together in peace and in harmony, how can I not make it about me but make it about us? Pastor Ruffin stated he wants to live in a city where people love him for who he is, and wants to love you for who you are.

Stan Scheetz, Attorney in Medina for 45 years, his offices are at 225 East Liberty and he resides at 342 East Liberty and has been a resident of Medina County since 1957. Mr. Scheetz commended the Mayor on the State of the City report and the Council for everything that you do in our city. He stated he respectfully asserts the Medina City Government, the Mayor, and Council have progressively diminished the trust and transparency within its constituents over the past 8 to 10 years in relation to the operation of the City Hall, the government, the Council and the Boards and Commissions. Any previous trust and transparency brought by previous administrations has been eroded during these past 8 years. There has been no diversity on our council the past years, of thought, complexion, gender, ethnic background or opinions, as our magnificent 7 white males have dominated the council for the past 16 to 20 years. He stated that many of the decisions go on behind the scenes and before there is actually public vetting of various issues, and he contends it is time for a change and that council should consider term limits of Council Members and Mayors serving in Medina City. Mr. Scheetz feels 8 years, 2 terms is enough for almost any politician to serve in a specific position. If you are that good at what you do go out and serve somewhere else and use your expertise there. He wants new blood, new ideas and new visions for our city moving forward. True leaders must recognize trends and adapt to the future.

Mr. Scheetz stated the Mayor calls this government by consensus, he sees it as council by quid pro quo, you vote for what I need in my ward, and I'll vote for what you need in your ward. Today's Mayor Dennis Hanwell was a very good Police Captain and administrator, however he does not see him as a visionary bringing the city forward, he sees him as a micro-manager of every department, commission from engineering to service to zoning and planning right down to the cemetery commission, and he thinks he must micro-manage every decision which leaves very little opportunity for growth of various staff members or department heads in any capacity when you are serving at will and can be fired at any time if you are not in lockstep with the administration.

Pam Miller resides at 450 Woodland Dr. in Medina. She applauds council for considering Resolution 146-20 on racism on tonight's agenda. It is a testament to the city's ongoing commitment to supporting diversity and willingness to demonstrate to the community that we are a city that is welcoming and concerned about the wellbeing of all who live and work here regardless of the color of their skin. This resolution grew out of two disasters. The murder of George Floyd and other Black Americans and the disproportion of effect of Covid-19 on people of color. Mrs. Miller respectfully suggests that the title of this resolution should be "a resolution declaring racism a public health crisis" rather than the more limiting title on the agenda. Other cities in Northeast Ohio have passed resolutions with nearly identical language and have kept the more general identification of racism. Racism is Racism. It's important for the community to know

that a resolution like this is not binding, it is not a law but it is a statement that reminds Council to carefully examine policies and ordinances to look through a racial lenses if you will, to make sure they are equitable toward all and this resolution declared racism a public health crisis is a means of building awareness that pervasive racism exists, that it's effects are catastrophic and that we will be a better community if we work together to eliminate it.

Sandra Thomas Pane resides at 3734 Lester Road in Medina. Sandra stated she is a proud black woman born and raised here in Medina. She went away to school and afterwards came back because Medina is her home. Anyone who thinks there isn't racism in Medina County is living in a different world than hers. Sandra feels this resolution is much needed and is grateful that it is even being brought up and hopes it passes even though she feels it needs some word smiting. Sandra spoke about growing up in Medina and being followed through a store on the square as a child. Remembers a cross burning in Medina by the KKK and a man approaching her telling her to go home that this was not a place for her.

Bruce Gold resides at 407 Providence in Medina, stated that words mean something, words matter and the way this resolution was written it has no force, no resolution, no ideas on how to solve the problem. This is symbolism over substance. He does not see any thing where the problem with systemic racism being a public health crisis, he doesn't see it as a health crisis because it's not addressing, it's not saying that there are other people who get better healthcare or there are more opportunities to expand your choices for healthcare. We have other issues and better ways to address them.

Point #3 says that it is found and determined that formal actions of this council concerning and relating to the passage of this resolution were adopted in an open meeting of this council and he begs to differ, the majority of this resolution was resolved behind the scenes not in an open meeting. As a business owner in this community he has so many regulations he has to work with, like OSHA and they change daily. We need to stop making things that sound good and develop programs to develop policies that will make a difference and effect people to help them change their circumstances. This resolution does nothing.

Ann Bednarski resides at 105 Sturbridge Dr. in Medina. Ms. Bednarski stated two of the gentlemen present tonight that spoke brought up some very interesting points. Ann spoke of her eye disability growing up as a child. Ann stated that she doesn't judge people on their looks or what they stand for. She agrees with the person that stated, this resolution doesn't do anything except separate people.

Jo Ann Campbell resides at 1111 Woodglen Circle.
Contemplating how best to address this Anti-Racism Resolution, I must admit I searched for signs of a racial health crisis, to no avail. Where are the signs?

So I did a little research: 17 cities and counties have, within the last 2 months, passed similar resolutions such as the one proposed this evening— declaring racism a public health crisis deserving immediate action and condemnation. 20 states have enacted the same.

Medina City Council
August 24, 2020

In addition to this push, attempts to insert the radical 1619 Project is being adopted in surrounding school systems in similar fashion. Our Ohio Board of Education passed the 1619 Project just a short time ago, with little discussion or review. The goal? To indoctrinate our children to believe the lie that Americans are systemically racist because of slavery in our past, and that our Revolutionary War for Independence from England was really fought to preserve slavery, not gain our freedoms.

Along the same vein, diversity and inclusive policies for police officers are being forced in these areas as well, based on the assumption that blacks and minorities are disproportionately targeted and killed by “privileged” white officers who are part of an institutionally racist system. But the problem with this narrative, driven by Marxist organizations such as Black Lives Matter, is that it is factually untrue. In fact, statistics show that white officers are no more likely than those of color or of Asian descent, to shoot black civilians.

According to the latest study issued in the Proceedings of the National Academy of Sciences: “The more frequently officers encounter violent suspects, the greater the chance that members of that racial group will be shot by a police officer.” So it is not a question of skin color, but of how many instances of violence one engages in that determines one’s likelihood of being involved in a shooting with police. Nevertheless, the pressure to include diversity training based on this false narrative is mounting.

The common denominator that links these cities and states is that they emanate, predominately, from leftist controlled areas, and this is significant. There is an obvious agenda behind the manufactured divide created between blacks and whites. This is nothing new, but was a strategy of Karl Marx, as outlined in The Communist Manifesto— with the aim of using identity politics and class divisions to exterminate private property in the name of social justice and equality, while destroying capitalism and freedom.

I urge you to resist the temptation to pass this feel good measure that is but the first step in the plan of Marxists like Co-founder of Black Lives Matter Patrisse Cullors, and others on the left—to stir animosity and hatred between groups, fan the flames of violence, and ultimately attempt to destroy the freedoms of America through socialism and communism.

Respectfully submitted.

Introduction and Consideration of Ordinances and Resolutions:

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions:

Ord. 141-20, Ord. 142-20, Ord. 143-20, Res. 144-20, Res. 145-20, Res. 146-20, Ord. 147-20, Res. 148-20, Res. 149-20, Ord. 150-20, and Ord. 151-20. The roll was called and the motion to suspend passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Ord. 141-20:

An Ordinance authorizing Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2020 Concrete Pavement Joint Sealing Program. Mr. Shields

moved for the adoption of Ordinance/Resolution No. 141-20, seconded by Mr. Simpson. Mr. Patton stated this is their annual program to maintain streets through crack sealing. This year they are asking for \$50,000. The roll was called and Ordinance/Resolution No. 141-20 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Ord. 142-20:

An Ordinance amending Ordinance No. 149-19, passed July 31, 2019 relative to the payment for the Design-Build Contract with CPS Construction, Inc. for design and construction of a City Hall Parking Structure. Mr. Shields moved for the adoption of Ordinance/Resolution No. 142-20, seconded by Mr. Simpson. Mr. Patton stated this is a reduction in the cost of the parking deck. They omitted the canopy and omitted the requirement for the detention. The city will install the detention as discussed at finance committee. This reduces the cost of the parking deck by a little over \$73,000. The roll was called and Ordinance/Resolution No. 142-20 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 143-20:

An Ordinance authorizing the expenditure to i2c Technologies Ltd., to purchase security cameras for the City Hall Parking Deck. Mr. Shields moved for the adoption of Ordinance/Resolution No. 143-20, seconded by Mr. Simpson. Mr. Patton stated they elected to install their own security cameras. Patrick requests the emergency clause due to deck opening soon and wanting the cameras installed ahead of opening. Mr. Shields moved for the adoption of Ordinance/Resolution No. 143-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 143-20, seconded by Mr. Simpson. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 143-20 passed by the yeas votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Res. 144-20:

A Resolution authorizing an application for grant assistance from the State of Ohio, Ohio Public Works Commission, relative to Issue 1 and LTIP Program funding for Public Improvement Projects. Mr. Patton stated the State of Ohio is going forward with this program and it looks like we will get full funding which means for us a grant in the range of \$450,000 to \$500,000 for street projects. The applications are not due until November and we administratively would like to take some time and select a project.

*****Tabled**

Res. 145-20:

A Resolution authorizing the Mayor to execute the Agreement for the acceptance of a one-time stipend from Alternative Paths for the CIT Support and Expansion Project – CIT Initiative Program for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 145-20, seconded by Mr. Simpson. Chief Kinney stated they are requesting acceptance of the \$1,500.00 stipend from Alternative Paths. This is to offset the personnel costs of assigning an officer to be a liaison for the crisis intervention team. To augment that service and that collaboration between them and Alternative Paths for their ongoing

commitment to the escalation training and use of force training. The roll was called and Ordinance/Resolution No. 145-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Res. 146-20:

A Resolution declaring African-American Racism a Public Health Crisis. Mr. Shields moved for the adoption of Ordinance/Resolution No. 146-20, seconded by Mr. Simpson. Mr. Rose thanked the residents that spoke on this resolution tonight and suggested that council listen to them and work on the wording on this resolution before passing it. Mr. Lamb stated that they have reviewed it and discussed it. It is a resolution, it's not enforceable, it's not a law but it is a message and it is more about education. A resolution defined is an intention, an intention to deal with an issue that many of us recognize and you may not see it at all because it exists very much in many people's heads and it's important that we signify what this community stands for in exactly the same way we did when we passed the equality legislation.

Mr. Simpson thanked Pam Miller for all her hard work with this and the Diversity Project. Dennie enjoyed Pastor Ruffin's comment about getting to know each other and to understand each other. Mr. Simpson stated he is supporting this resolution.

Mrs. Hazeltine stands in strong support of this resolution. She represents Ward 1, and they deserve this resolution and it is necessary. Privilege is when a problem does not personally affect you, does not mean it is not a problem just because you don't see it. Jessica see's it every day in Ward 1 and it needs to stop!

Mr. Shields stated he has known Pastor Ruffin since he came to Medina and appreciated everything he spoke on tonight. Jim stated he has read through this resolution so many times trying to figure out why is there so much controversy with this and he struggles because everything in there he agrees with and it's the right thing to agree with in his opinion and feels good moving forward with passing this resolution.

Mr. Coyne stated that a lot has been said tonight and there are a lot of things that could be changed but again any legislation that council passes whether it be a resolution of support or an ordinance there are always things that can be done better. The message that he sees is that we take one brick at a time and try to do the best they can for what they have in front of them including trying to make sure that the message we are trying to send is that we are against racism, any kind of racism and there has been a spot lot on African American racism currently and that is why he believes the title was changed the way it was. You have to start somewhere.

Mr. Rose stated he and Pastor Ruffin have had several conversation prior to this meeting and he still feels it should include be all inclusive of all racism. Those are the words that concern him and that we are using "health crisis" and nobody really knows what that really means. Should we be against racism? Absolutely! That's not the question. The roll was called and Ordinance/Resolution No. 146-20 passed by the yea votes of E. Heffinger, B. Lamb, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine. P. Rose abstained.

Ord. 147-20:

An Ordinance authorizing the purchase of one (1) 2019 Mack TE64R Front Loader from Belle Equipment Company for the Sanitation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 147-20, seconded by Mr. Simpson. Mr. Piccoli stated council authorized the grant application through the Ohio EPA for the purchase of this front loader garbage truck. As such, we learned in the beginning of June that the grant program was suspended for the 2020 season and possibly for 2021 also. Fact is, we still need this vehicle to be used both in the commercial use and the yard waste program. The roll was called and Ordinance/Resolution No. 147-20 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

Res. 148-20:

A Resolution accepting the donation of face masks from Tempur Sealy International, Inc. Mr. Shields moved for the adoption of Ordinance/Resolution No. 148-20, seconded by Mr. Simpson. Mayor stated this is a donation from Tempur Sealy of face masks to the City of Medina. It was valued at \$1050.00. We would like to thank Tempur Sealy for that donation. The roll was called and Ordinance/Resolution No. 148-20 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

Res. 149-20:

A Resolution accepting the donation of hand sanitizer from Alchem Incorporated. Mr. Shields moved for the adoption of Ordinance/Resolution No. 149-20, seconded by Mr. Simpson. Mayor stated this was a couple of cases of hand sanitizer donated to the City of Medina from a local business Alchem Inc. It was valued at \$698.00. The roll was called and Ordinance/Resolution No. 149-20 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

Ord. 150-20:

An Ordinance establishing a Coronavirus Relief Fund (#170) for the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 150-20, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 150-20, seconded by Mr. Simpson. Mr. Dirham stated these funds are required to be tracked through us having a fund here at the city and we are asking for the emergency so we can move the funds. We received around \$500,000.00. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 150-20 passed by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

Ord. 151-20:

An Ordinance amending Ordinance No. 187-19, passed November 25, 2019. (Amendments to 2020 Budget). Mr. Shields moved for the adoption of Ordinance/Resolution No. 151-20, seconded by Mr. Simpson. Mr. Dirham stated there are two additions and they are both from Mountain Bike Trails and they are a pass through of money that we received and there are a group of reductions that came out of the budget meeting. The roll was called and Ordinance/Resolution No. 151-20 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D.

Simpson, and J. Coyne.

Council Comments:

Mr. Simpson stated to Mr. Scheetz he has considered him a friend and he respects his opinion on most things. Dennie stated he has not made a decision on limiting terms served, but Stan's comments about the current council and current mayor in the last 8 to 10 years working behind closed doors or deciding matters before it is ever brought to the floor has hurt the city and that the city is in horrible shape because of it, that is just simply not true. Prior to the virus hitting businesses were at 99%, housing market in Medina is booming and the city is and has been in good shape over the last 10 years. It's a collaborative effort, there is nothing going on under the table on this board. Mayor Hanwell has not only worked well with council, and we don't always agree on everything, he works well with the administration and does everything in his power and sometimes more than 16 hours a day. Dennie takes offense to Stan Scheetz comments about needing change because of the underhandedness of this board and this administration and these department heads. Dennie feels Stan is misguided on those points. We really do need to work to be kinder to one another.

Mr. Heffinger stated he is the new blood on this council and so is Mrs. Hazeltine. He has been here only two years, but within that time he has never seen the accusations that Stan has thrown at this council or this administration. Eric stated he doesn't know if he agrees with Stan on term limitations or not, but is willing to talk about it. Eric noticed tonight a lot of accusations against the process of how we pass things in the city here. Some of those claims may need to be addressed and in how we let the citizens of Medina know what we are doing here, we do these meetings in public but nobody seems to watch them or listen to them until we get to the actual council meeting, missing the debates and meetings beforehand in public. To defend the Mayor, he feels the Mayor is doing an outstanding job especially during this pandemic. Eric spoke of the Black Lives Matter Protest and the Back the Blue demonstrations on the square recently and how the Mayor and Pastor Ruffin had the same message for both groups that these ideas are not polar opposites, we can attack both problems at the same time, we can have a strong Police Department that takes care of us because we need that in our community, and we can also address that there are problems that we need to fix.

Mr. Shields stated he has known Stan Scheetz almost his whole life and considers him a friend, but was taken back by some of his comments tonight. Jim is here on council because he has ran 6 times, 5 of those he has had no one running against him. He isn't sitting here because he wants to control this as "seven white men" like Stan stated. Jim stated he cares about the City of Medina, he was born and raised here, and for him it is all about doing what is best for this community and these residents and that is the only reason he is here because he loves this city. Jim thinks it is fair to let people know that Stan has been turned down by Planning Department and the Council for development projects, one of which Jim voted yes on and one he voted against, and it's funny how Stan turned against Jim after he voted no. Jim stated he is all for more people on this council and have welcomed Eric Heffinger and Jess Hazeltine and anyone else that came before them.

Mrs. Hazeltine agrees with Stan on the comment of more diversity on council and is very proud to be the eleventh woman who has served on this council in the last 200 years. To her that is progress

and she feels they are moving in the right direction. She is not aware of any clandestine meetings where people have talked secretly unless they are just not inviting her. Mrs. Hazeltine stated even when they don't agree on things, they are a great council, stating that she is polar opposite of some people on council and they have never been mean or disrespectful to her.

Mrs. Hazeltine also reported that the Ward Meetings have been cancelled due to Covid-19 but "Coffee with Jess and Bill" is an alternative venue to tune into Medina TV on Facebook live every Thursday at 10:30 a.m.

Mr. Lamb stated he proposed term limits at one time, it was discussed and it wasn't successful. This is a really good group and as Eric stated and he feels the same that he may only want to run twice, Bill was Mayor for two terms and he won't be running for council again when his term is up. He welcomes new blood and has worked to elect four women to City Council including the only black woman ever elected to Medina City Council, he likes diversity on City council but you have to get elected. Bill takes exception to the comments made by Stan about the Mayor. They were unfair and Bill's view of the work that Mayor Hanwell has done has really been masterful. I don't know that you can ask for a more energetic, thoughtful, and considerate and one of the best people he has ever met in his entire life as far as a listener, even may be disagreeing with you but will listen and hear you out and trying to come to a resolution to make things work. He does have vision and is responsible for the continued success of this community. He is in large part singularly Responsible for this period of time and the success in this community because he knows how to bring people together. Bill stated he doesn't see anything go on here that isn't public, no secret meetings or discussions. It's all debated and argued all in public and it comes out, frequently they disagree on issues it isn't always a 7 for nothing vote. Bill stated Dennis Hanwell will leave big shoes to fill when he decides not to run for mayor.

Mr. Rose stated he can't add anything more to defend the Mayor and the Administration because this is one hell of a team. Paul stated that Stan spoke about Council doing things underhanded, doing things back door, lobbying back and forth, what about December 2016 when you called me up and said hey Paul lets go for a ride and lets look around at the things that I've developed and look at this and look at that. What about those storage sheds on Route 3 south end of town you developed and two months later you are in front of the Planning Commission asking us to approve more storage shed up on Rt. 57 but it was ok for you to lobby me behind the scenes to get what you want and now you are accusing these people? Paul stated he is offended and insulted and stated Stan is a discredit to this organization and doesn't care how all these other people feel because that is what he sees in Stan.

Mr. Rose stated this weekend there was a rally on the square for "Where are the Kids", did you know that over 460,000 kids go missing every year, that's a shame. We need to work on this, and there is a savethechildren.org to go and get more information and if you suspect anything where kids may be trafficked or any human give the National Human Traffic and hotline at 1-888-373-7888, we need to work to help these kids.

He explained his vote to abstain on Resolution 146-20 was because he agrees with having to get the message out that we are antiracism and disagrees with the wording of that resolution.

Medina City Council
August 24, 2020

Jessica Hazeltine stated locally, if you want to work with the children of Human Trafficking, you can contact Baily Ewing and Beth Ewing that do the Human Trafficking Collation for Medina County or Rhonda Wurgler at the Medina Children's Center.

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

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

Kathy Patton

From: Dennis Hanwell
Sent: Tuesday, August 18, 2020 9:04 AM
To: Randy Duvall
Cc: John Coyne; Dennis Hanwell; Kathy Patton
Subject: RE: City Council BLM

Mr. Duvall

Thank you for your email. I will send you the proposed legislation. It has to do with racism, not supporting Black Lives Matter movement.

Respectfully
Dennis

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

From: Randy Duvall [mailto:rduvall2007@msn.com]
Sent: Monday, August 17, 2020 5:22 PM
To: Dennis Hanwell <dhanwell@medinaoh.org>
Subject: City Council BLM

I really hope that you are not going to support the city council's push to have the BLM movement praised and pushed onto the citizens of Medina.

It's been proven and well documented that this is a Marxist anti-white and anti black racist organization. BLM leadership are trained Marxist set to destroy the very foundations that America was built upon. The BLM organization/movement has destroyed black lives, white lives, hispanic lives, Asian lives, and many others by destroying cities and the businesses that they serve. The BLM organization has targeted our great police officers and ordinary citizens that speak out against them. These trained Marxist want to see the breakdown and destruction of America, and they haven't done one thing to actually help black lives. They hold anti Christian anti traditional family bigotry. To support BLM is the same as having city leadership support the KKK movement. It's all racist...one group wore white hoods and now the other wears black hoods. BLM is nothing more than a domestic terrorist organization hell bent on destroying America.

Regards
Randy

Sent from my iPhone

Kathy Patton

From: Coyne, John <jcoyne@ralaw.com>
Sent: Monday, August 17, 2020 3:56 PM
To: Dennis Hanwell
Cc: Kim Mihalko; Greg Huber; Kathy Patton
Subject: Re: City council meetings

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks mayor and yes the meetings are open to public input by all. Though we are directed by the governor to limit those who physically attend input by all is welcome and encouraged. If you would like to attend in person contact Kathy as we have a limit of ten people and masks are required per governor orders. If you want to attend virtually we can accommodate that also. Or if you would like me to read a statement into the minutes I can also do that for you. Thanks.

Sent from my iPhone

On Aug 17, 2020, at 3:40 PM, Dennis Hanwell <dhanwell@medinaoh.org> wrote:

EXTERNAL:

Kim

No one is directing them, they are separate elected officials who may determine such matters independently. I understand they are elected to represent their respective constituents. I know Kathy Patton provides options for members of the public to offer input, ask questions, etc. virtually. I am not of opinion that meetings are not open to public, we just need to limit the amount of those attending physically to provide for required social distancing. The Council meetings and schedules are set by Council President John Coyne. I will share your email and my response to you with him and Council Clerk Kathy Patton so she may share how to take part virtually if interested.

From: Kim Mihalko [mailto:1kmihalko@gmail.com]
Sent: Monday, August 17, 2020 3:24 PM
To: Dennis Hanwell <dhanwell@medinaoh.org>; Greg Huber <ghuber@medinaoh.org>
Subject: City council meetings

Mayor Hanwell,

The city council meetings are to be open to the public. Since we currently have an extremely liberal counsel who think nothing of taking advantage of the current situation, addressing issues which they have no right to bring before the council and are NOT city issues, but rather statewide or national, I think you might want to consider holding them either at a later date or cancelling them until everyone who wants to attend, may do so. They are passing on their liberal rubbish to a city who does not want it

City council meetings are to be open to the public or not held at all. Who is directing them and allowing this liberal nonsense?

Kathy Patton

From: karl balzer <eb51wr@yahoo.com>
Sent: Monday, August 17, 2020 3:18 PM
To: Kathy Patton
Subject: RE: Seat reservation for 8/24

Thank you very much for the reservation.

Sent from Yahoo Mail on Android

On Mon, Aug 17, 2020 at 11:32, Kathy Patton
<kpatton@medinaoh.org> wrote:

Mr. Balzer,

You are absolutely able to attend in person. I apologize if I offended you by asking the topic of your interest, it was not my intention to butt into your business I am merely trying to do my job to the best of my abilities and offer you other options available to get your comments heard. I will put your name on the list for in-person attendees.

Please also note that face masks are required in the building and our meeting begins at 7:30 p.m.

Enjoy your day,

Kathy

From: karl balzer [mailto:eb51wr@yahoo.com]
Sent: Monday, August 17, 2020 10:45 AM
To: Kathy Patton <kpatton@medinaoh.org>
Subject: RE: Seat reservation for 8/24

Good morning Kathy,

First let me say that my desire to know and understand what is happening in my county should suffice my desire to attend the meeting. I'm not sure what business it is of yours why I want to attend. I live in this county, I have every right to be there.

That being said, I served my country honorably as a United States Marine. My concern or reason for attending this meeting is because I don't feel like watching what's happening in Portland, Seattle, Chicago, Baltimore, Philadelphia, etc to start happening here in my home county. BLM is a self admitted Marxist organization that intends on destroying America. Nothing good comes to cities that allow groups like BLM and Antifa to riot,

loot, vandalize, assault, rape, and murder people. I believe very strongly in the 2A, if these organizations members were to come to my house, I wouldn't hesitate protecting my wife and young daughter.

As for social injustice as a health emergency. Ill refrain from answering that.

I hope my response answers any questions you may have for me.

Karl Balzer

On Mon, Aug 17, 2020 at 10:20, Kathy Patton

<kpatton@medinaoh.org> wrote:

Good morning Mr. Balzer,

I can put your name down, however, we are trying to limit the number of people in the room since all of council and many from the administration attend. May I ask what topic you are interested in speaking to? We stream the meetings live, I have attached instructions for viewing at home. If you'd prefer to send in a written comment to be read at the meeting, I can do that as well.

I look forward to hearing back from you.

Kathy

Kathy Patton, Clerk of Council

City of Medina

132 N. Elmwood Avenue

Medina, Ohio 44256

(330) 722-9040



Kathy Patton

From: Carol Andregg <eandregg@gmail.com>
Sent: Friday, August 21, 2020 8:59 AM
To: Kathy Patton
Subject: Racism resolution

To Council Members, I have heard that you are considering passing a resolution to declare racism to be a public health crisis. I urge you to pass this. Systemic racism can be seen throughout our community, especially in education and health care. To deny this exists does not mean it is not real. In order to solve any problem the first step is to identify it. I also encourage you to use the "racism" as opposed to limiting it to African Americans. We have Hispanic and Asians in the community who may also be experiencing some negativity due to race/ethnicity.

I understand there is some resistance to this resolution. That may be an indicator that it is, indeed, a situation that needs addressing.

Again, I urge you, as a body, to acknowledge this is a problem in our community and pass this resolution.

Carol Andregg
[Eandregg@gmail.com](mailto:eandregg@gmail.com)
(330) 802-0640

Kathy Patton

From: Tara Londrico <tara.londrico@icloud.com>
Sent: Thursday, August 20, 2020 8:33 PM
To: Kathy Patton
Subject: Resolution on Racism

Good evening. Would you be able to please distribute this message to counsel members:

It's imperative you pass Resolution on Racism as Public Health Crisis.

Medina is behind other cities in this respect. With the current climate, it's important to take a stand. We owe it to our community. Silence is complicity. As leaders, if you don't understand why, please research and listen for understanding.

Thank you,
Tara Londrico

Sent from my iPhone

Kathy Patton

From: Cheri Ingraham <cheri@bunkerhillgc.com>
Sent: Friday, August 21, 2020 10:27 AM
To: Kathy Patton
Subject: Resolution on Racial Justice

Dear Kathy,

I am writing to you in support of the resolution before Medina City Council regarding racial justice and sensitivity in our community of Medina. Although it would primarily address the issues of our black citizens it is my understanding that all people of color and ethnicities and religion be included. I would hope that we would strive ardently toward kindness, peace, understanding and love toward our fellow citizens. If Medina leadership can embrace such action our community will be stronger for it in all facets of our community life.

Sincerely,

Cheri Ingraham

Get [Outlook for iOS](#)

Kathy Patton

From: Sandy Varndell <sandy.varndell@gmail.com>
Sent: Sunday, August 23, 2020 7:41 PM
To: Kathy Patton
Subject: Racism as a Public Health Crisis

Greetings to all Medina City Councilmembers,

This letter is in regard to the Resolution that is being proposed declaring racism as a Public Health Crisis. We are in support of this Resolution.

Racism affects the health of people of color in ways that are not always completely understood by the white community, including higher rates of poverty that impact living conditions and nutritional options. In medical situations, people of color are given unequal treatment in many cases, including lack of access to routine care and prenatal care. We can do better as a society to rectify these inequalities.

We urge Medina city Council members to pass this resolution, and join nearby cities, including Akron, Canton and Lorain by doing so.

Sincerely,
Sandy and Eric Varndell
1014 Smokerise Dr.
Medina, Ohio 44256

Kathy Patton

From: Amy Arnold <annanamy@aol.com>
Sent: Monday, August 24, 2020 6:39 AM
To: Kathy Patton
Subject: Resolution support

Ms. Patton,

I am in support of passing the resolution being presented tonight that states racism is a public health issue. Racism is a cancer that has been plaguing our country for 400 years. A resolution is one step toward eradication by education. The small act of acknowledging its detriment will go a long way, and is worth the effort to pass it tonight.

Sincerely,
Amy Arnold
Lodi, OH

Sent from my iPhone

August 24,2020

Medina City Council

Today I understand you are voting to consider declaring Racism a public health crisis. I have heard that some want to change the title to African American Racism is Public Health Crisis. As a Medina city resident in ward 2 I volunteer with the Diversity Project. I think this is a big mistake and you will be narrowing the meaning down. Racism of any type is public health crisis not just African American Racism. I fear this is an overreaction to the Floyd incident. I ask you to leave it as Racism is Public Health Crisis.

Chandler Stalvey

4902 Foote Road Unit 33, Medina

Kathy Patton

From: Lor Breyley <sunshinedancer2@gmail.com>
Sent: Monday, August 24, 2020 10:56 AM
To: Kathy Patton
Subject: Resolution on Racism

kathy, please pass on my comments on a resolution to be considered this evening to city council members.

thank you

Medina City Council Members,

I am fully in favor of a resolution declaring Racism a Public Health Crisis. However I think it needs to be made clear that Indigenous people and People of Color (IPOC) are included in the resolution.

I suggest changes in several whereas statements start at #5 where focus is moved from the specific African American situation to the general issue of racism.

#5 treatment of all ~~people of color~~ indigenous and people of color (IPOC)

#9 Racism affects all ~~African American~~ IPOC people in daily lives

#10 have handicapped ~~Black Americans~~ IPOC for generations:

#11 diminishes the lives of ~~people of color~~ IPOC in our community

I really appreciate all the work the council has engaged in to make Medina a beautiful place for all. I am proud to brag to my friends and colleagues about Medina's efforts to be more inclusive and diverse.

Sincerely,
The Rev. Loranell Breyley
80 High Point Dr
Medina, Oh

Kathy Patton

From: Joe Nichols <jnics23@gmail.com>
Sent: Monday, August 24, 2020 3:23 PM
To: Kathy Patton
Subject: Racism: A Public Health Crisis

Hi,

I am writing this as a resident of Medina in support of making racism a public health crisis. I don't think there is a rational reason not to. Even for those that are in denial of the fact that racism exists should support this to take a stand that racism should never be tolerated. So please make the right decision and declare racism intolerable in our area. It truly is the right decision for our children, our families, and our community as a whole.

Thank you,
Joe Nichols
446 N Harmony St

Kathy Patton

From: ann bednarski <annbednarski1@gmail.com>
Sent: Monday, August 24, 2020 3:53 PM
To: Kathy Patton
Subject: Medina City Council "Emergency Health Care Meeting..."

annbednarski1@gmail.com

Monday, August 24, 2020

Dear Medina City Council Members,

What is the Emergency? A Health Crisis Emergency to embrace Racism/Black Lives Matter. What crisis is currently a threat to the City of Medina????

Medina is a beautiful, diverse community. It is quiet, friendly, productive, and offers many venues of entertainment for residents to enjoy. We have a very nice city. I like it.

Medina has an excellent Police Department as well as an efficient Fire Department, a sterling Library I have so missed it during this pandemic. A friend and I visited the office of the Mayor and were treated with courtesy and what seemed like a genuine interest in what we had to say.

I personally do not know the City Council Members. I did attend a meeting and offered my opinion on the issue discussed that evening; weeks later a shopper in the same store I was in saw me, came up and congratulated me on what she thought an excellent presentation. That does not happen in bigger, less congenial cities.

Scheduling an Emergency Health Crisis Meeting without a real threat to our City seems unwarranted. IF the reason is "Other neighboring Communities are holding similar meetings makes Medina City Council members "SHEEP". They follow the crowd or the latest issue withOUT assessing what is going on in MEDINA.

Please remember where you are and, even moreso, WHO you represent!

Sincerely,

Ann Bednarski, B.A., M.S.

annbednarski1@gmail.com

Kathy Patton

From: joann campbell <joann.campbell@yahoo.com>
Sent: Monday, August 24, 2020 5:54 PM
To: Kathy Patton
Subject: Resolution to Declare Racism a Public Health Crisis

August 24, 2020

Dear Medina City Council Members,

Contemplating how best to address this Anti- Racism Resolution, I must admit I searched for signs of a racial health crisis, to no avail. Where are the signs?

So I did a little research: 17 cities and counties have, within the last 2 months, passed similar resolutions such as the one proposed this evening— declaring racism a public health crisis deserving immediate action and condemnation. 20 states have enacted the same.

In addition to this push, attempts to insert the radical 1619 Project is being adopted in surrounding school systems in similar fashion.

Our Ohio Board of Education passed the 1619 Project just a short time ago, with little discussion or review. The goal? To indoctrinate our children to believe the lie that Americans are systemically racist because of slavery in our past, and that our Revolutionary War for Independence from England was really fought to preserve slavery, not gain our freedoms.

Along the same vein, diversity and inclusive policies for police officers are being forced in these areas as well, based on the assumption that blacks and minorities are disproportionately targeted and killed by “privileged” white officers who are part of an institutionally racist system.

But the problem with this narrative, driven by Marxist organizations such as Black Lives Matter, is that it is factually untrue. In fact, statistics show that white officers are no more likely than those of color or of Asian descent, to shoot black civilians.

According to the latest study issued in the Proceedings of the National Academy of Sciences: “The more frequently officers encounter violent suspects, the greater the chance that members of that racial group will be shot by a police officer.” So it is not a question of skin color, but of how many instances of violence one engages in that determines one’s likelihood of being involved in a shooting with police.

Nevertheless, the pressure to include diversity training based on this false narrative is mounting.

The common denominator that links these cities and states is that they emanate, predominately, from leftist controlled areas, and this is significant. There is an obvious agenda behind the manufactured divide created between blacks and whites.

This is nothing new, but was a strategy of Karl Marx, as outlined in The Communist Manifesto— with the aim of using identity politics and class divisions to exterminate private property in the name of social justice and equality, while destroying capitalism and freedom.

I urge you to resist the temptation to pass this feel good measure that is but the first step in the plan of Marxists like Co-founder of Black Lives Matter Patrisse Cullors, and others on the left—to stir animosity and hatred between groups, fan the flames of violence, and ultimately attempt to destroy the freedoms of America through socialism and communism.

Respectfully submitted,

Jo Ann Campbell
1111 Woodglen Circle
Medina, Ohio
44256

Sent from Yahoo Mail for iPad

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

4118760			TREX	IBC BARS LLC
PERMIT NUMBER			TYPE	DBA DINER 42
02	01	2020	665 LAFAYETTE RD	
ISSUE DATE			MEDINA OH 44256	
08	13	2020		
FILING DATE				
D1	D2	D3	D6	
PERMIT CLASSES				
52	077	C	F23968	
TAX DISTRICT			RECEIPT NO.	

FROM 08/26/2020

96944750005				WINGS ETC OF MARIETTA LLC
PERMIT NUMBER			TYPE	101 CROOKED RUN LN
02	01	2020	MARIETTA OH 45750	
ISSUE DATE				
08	13	2020		
FILING DATE				
D1	D2	D3	D6	
PERMIT CLASSES				
84	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 08/26/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/28/2020

IMPORTANT NOTICE

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

C TREX 4118760

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

ORDINANCE NO. 152-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2021 DODGE DURANGO AWD MID-SIZE SUV FROM FRED MARTIN SUPERSTORE FOR THE BUILDING DEPARTMENT.

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

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

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

SEC. 1: That the Building Department is hereby authorized to purchase one (1) 2021 Dodge Durango AWD Mid-Size SUV from Fred Martin Superstore through the State of Ohio Cooperative Purchasing Program, State Bid #TB0084.

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

SEC. 3: That the funds to cover this purchase, in the amount of not to exceed \$30,030.00, are available in Account No. 001-0430-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date --

RESOLUTION NO. 153-20

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) FOR ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY HALL PARKING DECK, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to submit a grant application with the Ohio Environmental Protection Agency (OEPA) for Electric Vehicle Charging Stations (EVCS) for the City Hall Parking Deck.

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

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is due September 30, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 154-20

**AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO
(2) 2020 FORD EXPLORER INTERCEPTORS FROM
LEBANON FORD FOR THE POLICE DEPARTMENT.**

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

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

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

SEC. 1: That the Police Department is hereby authorized to purchase one (2) 2020 AWD 4DR Police Cruisers from Lebanon Ford through the State of Ohio Cooperative Purchasing Program, State Bid.

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

SEC. 3: That the funds to cover this purchase, in the amount of \$56,046.80, are available in Account No. 106-0101-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 155-20

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE THE TRADE-IN OF TWO (2) 2015 POLICE CRUISERS AND ACCEPT \$8,000.00 TOWARD THE PURCHASE OF TWO (2) NEW CRUISERS FROM LEBANON FORD FOR THE POLICE DEPARTMENT.

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

SEC. 1: That the Mayor is hereby authorized to approve the trade-in of two (2) 2015 Police Cruisers and to accept \$8,000 towards the purchase of two (2) new cruisers from Lebanon Ford for the Police Department. The vehicles being traded-in are as follows:

Unit 105	VIN 1FM5K8AR7FGB12981	2015	120,972 miles
Unit 107	VIN 1FM5K8AR0FGB12983	2015	118,674 miles

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Effective date –

ORDINANCE NO. 156-20

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ADVERTISE FOR THE AUCTION, SALE OR DISPOSAL OF
CITY EQUIPMENT AND VEHICLES NO LONGER IN USE.**

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for the auction, sale or disposal of city equipment and vehicles no longer in use.

SEC. 2: That a list of the items to be auctioned and/or sold is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That the Mayor is hereby authorized to dispose of any items not purchased in accordance with the law.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 156.20
EXH. A

MEDINA MUNICIPAL COURT
2020 AUCTION LIST

<u>QTY</u>	<u>ITEM</u>
11	Monitor Stands
2	Pitney Bowes Label Printers
2 sets	Computer Speakers
1	CD Case
1	Sound Amplifier
2	UPS Battery Backup/Surge Protector
1	Computer Privacy Screen
4	Metal Form Registers
5	Power Strips
1	Free Standing Fellows Shredder
1	Scanner Cleaning Kit
9	Computer Monitors
3	Oki Data Printers
1	Computer Tower Cart
1	Calculator
1	Headphones
3	Document Scanners
2	Brother Printers
1 set	Supreme Appellate Books Volume 1 through 60

Dennis Hanwell

From: Cindy Lastuka
Sent: Tuesday, September 8, 2020 10:21 AM
To: Sherry Crow
Subject: Auction

Good Morning,

I have a few more items for the auction list.

5 metal file cabinets
2 banker boxes

Hope you had a great weekend.

Cindy

AUCTION ITEMS 2020 IT

Desktops

Make	Model	Serial #
Dell	Optiplex 780	FW25FQ1
Dell	Optiplex 790	BQDRPS1
Ultra	SYX-IPMIP-GS	107299703
Dell	Optiplex 790	C4L2YR1
Dell	Optiplex 790	C4K1YR1
Dell	Optiplex 9020	2GSXW12
Dell	Optiplex 7040	J14THB2
Dell	Optiplex 9010	F4R07Y1
Dell	Optiplex 9020	4872H02
Dell	Optiplex 755	9T0FMJ1
Dell	Optiplex 9020	4893H02
Dell	Optiplex 790	C4L0YR1

No Hard Drive

No Hard Drive

No Hard Drive, RAM or CD/DVD Drive

No Hard Drive

No Hard Drive

No Hard Drive

No Hard Drive

No Hard Drive

Chromebooks

Make	Model	Serial #
HP	Chromebook 14 G3	5CD5111L28
HP	Chromebook 14 G3	5CD51126H0
HP	Chromebook 14 G3	5CD5111KY4
HP	Chromebook 14 G3	5CD51126JS
HP	Chromebook 14 G3	5CD51126GZ
HP	Chromebook 14 G3	5CD5111L19

Laptops

Make	Model	Serial #
Dell	Latitude E5530	9S8D1V1
Dell	Latitude E5540	6YPVF12
Dell	Latitude D830	G8Y7QH1
Dell	Latitude D830	D9Y37H1
Dell	Latitude E5540	HFK7K12
Dell	Latitude E6440	3FYNVZ1

Dell	P21G	5H6XKZ1
Dell	P21G	497CSS1
Dell	E396	B3RCSS1
Dell	E396	397CSS1
Dell	Latitude E6410ATG	3V2HXN1
Dell	P21G	4H6XKZ1
Dell	P45G	CVXLNY1
Dell	P45G	1BVLYN1
Dell	Latitude E6410	41M5RM1
Dell	Latitude 3560	4QN84C2

No Hard Drive
 With bag
 No Hard Drive

iPads

Make	Model	Serial #
Apple	iPad 1 - 32GB	GB038XTYZ39
Apple	iPad 1 - 32GB	GB038V6NZ39
Apple	iPad Air	DMPM6PT0FK11
Apple	iPad Mini 1	F4KKFBV3F194

With Case
 With Case
 With Case - Screen is Cracked
 With Case

Tablets

Make	Model	Serial #
Panasonic	FZ-G1	3CTSA05373
HP	Envy	BCM94330IGA
Acer	ZG5	LUS050B228849241B62547

No Hard Drive

AUCTION ITEMS - 2020 - MAYOR'S OFFICE

<u>ITEM</u>	<u>QUANTITY</u>	<u>MAKE/MODEL</u>
iPhone 6S - 32 GB	34	Apple
Flip Phone	7	Kyocera DuraXV+

ITEMS FOR AUCTION

Item	MPD Property (Auction - 2020)	Quantity
1	2009 Chevy Impala - VIN(2G1WT57K591177420)	1
2	Metal Filing Cabnets	4
3	Small Metal Filing Boxes	3
4	Wooden Chairs	5
5	Brown Leather Office Chair (worn)	1
6	Black Leather Office Chair (worn)	1
7	L3 DVRs (video storage device)	12
8	L3 LCD Monitors	12
9	L3 Mobile Vision Devices	12
10	L3 Voice Link X Devices	12
11	Mobile Vision Devices	11
12	Box of Misc. Wires and Brackets	1

ITEMS FOR AUCTION

MPD 2020 Auction - Forfeitures		
Medina PD Property #	Description of Property	Forfeiture Order #
12-020969-1	Sports Card	2041-001
13-006118-2	CDs/Movies	2041-001
14-010019-3	Camera	2041-001
19-026108-1	Purple 7 Speed Mountain Bicycle	2041-002
19-028497-1	SUPER HUFFY Bicycle	2041-002
19-028497-2	MAGNA Bicycle	2041-002
19-028497-3	KNT20 Bicycle	2041-002
19-029243-1	Purple Mongoose Fling 180 Bicycle	2041-002
19-029981-1	21 Speed NEXT Bicycle	2041-002
19-032118-001	Roadmaster 18 Speed Mountain Bicycle	2041-002
19-032118-002	Mongoose 18 Speed Bicycle	2041-002
19-032426-001	Children's Princess Bicycle	2041-002
19-032450-001	Red Roadmaster Bicycle	2041-002
19-032482-030	Grey and Black MAGNA Bicycle	2041-002
19-032530-001 *	FOSSIL mens watch, 5 ladies watches, 3 rings	2041-001
19-032530-001 *	1 pair of stirrup's, JBL speaker, 3 silver necklaces	2041-001
19-032530-002 *	Harley Davidson Cigar Box	2041-001
19-032530-010 *	WAHL Hair Trimmer	2041-001
19-032530-011 *	Case w/Three Cameras	2041-001
19-032821-001	Yellow Huffy Bicycle	2041-002

* Items located in the forfeited bag.

ITEMS FOR AUCTION

19-032891-001	Silver/Purple/Blue Roadmaster MT Sport Bicycle	2041-002
19-032968-001	Green Magna Megazoid Bicycle	2041-002
19-033032-001	Purple/White Roadmaster Granitepeak Bicycle	2041-002
19-033358-001	Blue Pacific Evolution 18 Speed Mountain Bicycle	2041-002
19-033435-001	Green/White NEXT Shocker Bicycle	2041-002
19-033453-001	Raleigh Bicycle	2041-002
19-033482-001	Huffy Bicycle	2041-001
20-000260-001	Mountain Bicycle	2041-002
20-000446-001	Gray/Orange Roadmaster Mountain Bicycle	2041-002
20-000823-001	Green Huffy Mountain Bicycle (broken wheel)	2041-002
20-001023-001	Pink KENT Girls Bicycle w/basket	2041-002
20-001023-002	Blue MT. Storm Roadmaster	2041-002
20-001023-003	Gray HUFFY Bicycle	2041-002
20-001029-001	Black ATRA Avigo BMX Style Bicycle	2041-002
20-001236-001	Evolution Bicycle	2041-002
20-001340-001	Mongoose Craze Bicycle	2041-002
20-001340-002	Schwinn Ranger Bicycle	2041-002
20-001606-001	Coleman Cooler w/wheels	2041-002
20-001773-001	Pink Air Flex Avigo Bicycle	2041-002
20-001866-001	Red Tony Hawk Bicycle	2041-002
20-001919-001	Blue/Orange Boys Mongoose Bicycle	2041-002
20-002044-001	Roadmaster Granite Peak Bicycle	2041-002
20-002098-001	Grey/Green Huffy Bicycle	2041-002
20-002140-001	Grey/Yellow Magna Torrid Bicycle	2041-002

MEDINA TV

City Invent	Description	Serial #
2286	Envision LCD Monitor	T780KAAAnKAE1n
	HP Officejet Pro 8600	CN3ASEVG2P
2130	Video Amplifier	Distribution Amp
	Dell Monitor	X-OHF730-46634-72Q-10HS
	Radio Shack Distribution Amp	42100477
	APC Battery Backup	WSO110003844
	Adobe Premiere Pro CS3 Software	
	Panasonic AW-HE50 Camera	IOTYAO223
	Panasonic AG-AC160P Camera	L5TDA0023
	Digital Color CCD Camera (SD)	CB35NV
	Cisco Catalyst Switch	FAB0527UDEN
	Cisco Catalyst Switch 2950	FOC0844X08A
	Adobe After Effects 5.5 Software	
	Apple Square Stand	8.85658E+11
2231	Panasonic Universal Wall Mount	O8Q00520
	DVC Pro Camera Bag	
2007	Winstead Rack Storage Unit	
	World Tech Wireless Keyboard	KO408017552
2137	Telex 4030 IFB	B64235
2317	Panasonic AG-MX70P SD Switcher	12TVA0033
	Panasonic AW-SW350 SD Switcher	H4TYA0023
2235	Grand Tech Wireless SD/VGA Unit	3070610518
	Panasonic WV-CP500	JBV22361
	MCM Model 32-4420 Video Selector	
	Xenyx Q802 USB Behringer Mixer	S170506131ALM
2154	Getner Telephone Hybrid	000434
2057	Shure M367 Mixer	970520880
2273	Mackie 1604 VLZ Pro Mixer	21BW67957
	Acer AL1914 Monitor	99802341985
	Knox 4x4 Routing Switcher	200406301403-001
	CSI MWH 100 Microphone	
	CSI Receiver 203.30MHZ	9829581
	CSI MW-LAV 203.30MHZ	9836232
	CSI MWD-100H 171.9 MHZ	9829391
	CSI MWH-100 203.30MHZ Microphone	
2069	Shure M367 Audio Mixer	H964937065
	Anton Bauer Ultra IIght 2	9139
2336	Kramer PT102VN	3070443453
	Canopus ADVC-300	EFX-118528
	Canopus ADVC-300	720813
	Black Box VGA to Video	AC325A
	Archer Video Amplifier	

Medina Community Recreation Center (MCRC)
2020 Auction Items

<p>JEWELRY: Leather bracelet w/ tree charm Rosary w/ blk beads & gold cross Gold Mary Necklace charm String bracelet w/ misc. charms (heart/butterfly) Silver Necklace w/ 2 rectangle silver charms Copper ring w/ diamonds Silver multi-band ring Gold Football pin Rosary blue bead necklace Necklace w/ rose gold bar marked with a heart & L</p>	<p>LINE #2 Necklace w/ "Frozen" charm Silver stretch bracelet Small silver ring Gold bracelet "don't be basic" Silver ring w/ wave design Belly button charm w/ rhinestone ball Ring w/ black design and diamond Metal chain necklace Rope necklace w/ stone charm Gold thick bracelet</p>
<p>EARRINGS: Stud w/ rhinestone ball Large pearl stud Very large gold hoop Silver circle Silver/rose gold infinity hoop Long silver bar Dream catcher Silver/gold thick hoop clip-on 2 diamond cross silver clip-on (pair)</p>	<p>LINE #2 2 rainbow (pair) Large diamond stud Med diamond stud Large gold multi-hoop Small gold bead Small light blue flower Small stud multi-colored heart design Medium gold hoop Large hoop with faux diamonds</p>
<p>MISC. ELECTRONICS: (11) pair of earbuds (3) sets of headphones (JVC, AVID, Skull)</p>	<p>SERIAL #: n/a n/a</p> <p>Model #: n/a n/a</p>
<p>MISC. ITEMS: (8) Swim Goggles (6) pair of sunglasses (2) USB charging cords 1 charging plug 1 motorola charger 1 Marika Fanny pack - black 1 small mesh bag - Pink 1 Las Vegas keychain w/ Lanyard</p>	<p>LINE # 2 1 sequins change bag - black 1 DVD "Defending your life" 1 pack of hair scunci's 1 pair reading glasses 1 Wilson ball pump</p>

Medina Community Recreation Center (MCRC)
2020 Auction Items

MISC EQUIPMENT:

Dell Computers

SERIAL #:

4X8Z7Y1

39FS1R1

4X908Y1

4X918Y1

4X818Y1

48Q2HO2

48D4HO2

48C4HO2

48P2HO2

48L3HO2

48L1HO2

48K2HO2

48B4HO2

48K4HO2

48N4HO2

Laptop

9JVM4S1

Poseidon

S7084005001

S7054134002

MODEL:

OPTIPEX 390

OPTIPEX 7010

OPTIPEX 7010

OPTIPEX 7010

OPTIPEX 7010

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

OPTIPEX 9020

Latitude

4005/SY75JV31C

4134/SY65JV36D

Parks, Cemetery, Forestry

2020 Auction Items				
DEPT.	ITEM	QUANTITY	SERIAL NUMBER	Miles
Cemetery	5 gallon fuel cans	4		
Forestry	Stihl 017	2		
Forestry	Meyer Poly plow	1		
Forestry	2000 GMC SIERRA C3500 HD / OV7634	1	1GDKC34F8YF512092	45,438
Parks	dug out benches	15		
Parks	Baseball striper	1		
Parks	playground roof "blue"	1		
Parks	steps / 2 risers "red"	1		
Parks	4 x 4 playground platform "red"	1		
Parks	playground 5' double slide "blue"	1		
Parks	playground curved 9' ladder "yellow"	1		
Parks	joebox 5'	1		
Parks	playground railings "yellow"	2		
Parks	cast iron bench frames	8		
Parks	misc. playground connectors	misc.		
Parks	snow shovel "yellow"	1		
Parks	Epoke spreader	1		
Parks	5 gal fuel can	2		
Parks	Sulky for walkbehind mower	1		
Parks	1 1/4" plastic gas tubing (part of a roll)	1		
Parks	gate 5'H x 41/2' W	1		
Parks	gate 4 1/2' x 4 1/2'	1		
Parks	gate 10' x 10'	1		
Parks	gate 4 1/2' x 8 1/2'	1		
Parks	gate 7' x 4 1/2'	1		
Parks	gate 3 1/2' x 7 1/2'	1		
Parks	gate 4 1/2' x 10'	1		
Parks	gate 6' x 9 1/2'	1		
Parks	gate 4 1/2' x 4 1/2'	1		
Parks	gate 7' x 2 1/2'	2		
Parks	gate 6' x 4 1/2'	1		
Parks	gate 9 1/2' x 4'	1		
Parks	shade structure "green"	3		
Parks	tarp "green"	7		
Parks	large brown poly tarp	1		
Parks	roll rubber matting 6' x 10'	1		
Parks	3/4 spool 5000' x 1/4" steel cable	1		
Parks	5 1/2' recycled plastic parking stops	14		
Parks	16' trailer; single gate; double axle	1	1695288	
Parks	2005 GMC2500 single cab 4x4 / Plate OY6801	1	VIN 1GTHK24U85E30765	95540

Sherry Crow

From: Jarrod Joyce
Sent: Thursday, September 3, 2020 11:53 AM
To: Sherry Crow
Subject: Sanitation auction Items

Good morning,

We have two items for auction this year from sanitation department.

- 1.) #57 2003 Mack Front Load Truck Vin # 1M2K195C43M022363 License # OU5098
- 2.) #43 2004 Sterling Acterra Rear Load Packer Truck Vin # 2FZHCHDC84AN46197 License # OY5147

Thank You,
Jarrod Joyce
Sanitation Dept.

Sherry Crow

From: Scott Peto
Sent: Thursday, September 3, 2020 8:31 AM
To: Sherry Crow
Subject: RE: 2020 Auction

Good morning Sherri,

Vehicle Maint. only has one item going into the auction this year. 2000 GMC Sierra C3500HD VIN # 1GDKC34F6YF467380 service truck.

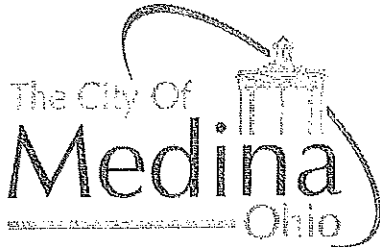
Thanks,
Scott

From: Sherry Crow <scrow@medinaoh.org>
Sent: Tuesday, August 18, 2020 2:32 PM
To: Bill Davis <bdavis@medinaoh.org>; Bill Magargee <bmagargee@medinaoh.org>; John Lengacher <jlengacher@medinaoh.org>; Scott Peto <speto@medinaoh.org>; Kathy Patton <kpatton@medinaoh.org>; Darin Zaremba <dzaremba@medinaoh.org>; Bob Painter <bpainter@medinaoh.org>; Daniel Gladish <dgladish@medinaoh.org>; Dennis Hanwell <dhanwell@medinaoh.org>; Edward Kinney <ekinney@medinaoh.org>; Greg Huber <ghuber@gambit.net>; Greg Huber <ghuber@medinaoh.org>; Jansen Wehrley <jwehrley@medinaoh.org>; Jarrod Fry <jfry@medinabees.org>; Jonathan Mendel <jmendel@medinaoh.org>; Keith Dirham <kdirham@medinaoh.org>; Kimberly Marshall <kmarshall@medinaoh.org>; Lori Bowers <lbowers@medinaoh.org>; Mike Wright <mwright@mcrc.medinaoh.org>; Nino Piccoli <npiccoli@medinaoh.org>; Patrick Patton <ppatton@medinaoh.org>; Sherry Crow <scrow@medinaoh.org>
Subject: 2020 Auction

Greetings,

It's time to begin planning for this year's City Auction. Please compile a list of auction items from your department and forward to me by **THURSDAY, SEPTEMBER 3rd**.

Thanks for your help,
Sherry Crow
Administrative Office Manager/Mayor's Office
City of Medina
330-722-9020



ROBERT L. PAINTER
FIRE CHIEF

To: Sherry Crow
From: Chief Painter
Date: 3 September 2020
Ref: 2020 Auction Items

The Fire Department has 3 items for the city auction.:

1. 1997 Pierce Fire Truck 1500 gpm pump, 1000 gal. tank
31077 road miles, 2965 engine hrs, 312 pump hrs
2. Smart Power Generator Not running, mod# HR110, 93amp
3. Kabota generator Mod# A500

Dennis Hanwell

From: Kathy Patton
Sent: Tuesday, September 8, 2020 11:41 AM
To: Sherry Crow
Cc: Nino Piccoli
Subject: RE: Auction Items

Hi Sherry --
I have a heater and an iPad case in my office I would like to get rid of. I've cc'd Nino!

Kathy

From: Sherry Crow
Sent: Thursday, September 3, 2020 4:43 PM
To: Kathy Patton <kpatton@medinaoh.org>
Subject: Auction Items

Hi Kathy,

Forgot to ask if Council has any items for the auction. If so, please make a list. I have lists from most departments -- just waiting for Fire, Streets and Water. Nino will give you all the lists sometime next week for the September 14th agenda.

Thanks,
Sherry Crow
Administrative Office Manager/Mayor's Office
City of Medina
330-722-9020

ORDINANCE NO. 157-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST LIBERTY STORM SEWER IMPROVEMENT/CITY HALL PARKING DECK DETENTION PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the West Liberty Storm Sewer Improvement/City Hall Parking Deck Detention Project (Job #1073), in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$156,625.00, is available as follows: \$81,625.00 in Account No. 108-0610-54411, and \$75,000.00 from Account No. 301-0725-54412.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to install the final storm sewer in place prior to winter; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 158-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE WEST SMITH ROAD, PHASE 4 PROJECT.

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 LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the West Smith Road, Phase 4 Project, Medina City Job #1025.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

CFDA 20.205

ORD.158-20
Rjh. A

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Medina, hereinafter referred to as the LPA, 132 North Elmwood Avenue, Medina, Ohio 44258-0703.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Reconstruction of W. Smith Road (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$3,485,361 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$2,046,590 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable

Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify

compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the

PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.

- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44258
330-725-8861 x 251

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to

direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT 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 ORC section 126.07. If ODOT 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 or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor;
 - and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Patrick J. Patton, P.E.	Steve Shepherd, LPA Manager
City of Medina, Engineer	Ohio Department of Transportation
132 North Elmwood Avenue	906 Clark Ave
Medina, Ohio 44258	Ashland, Ohio 44805
PPatton@medinaoh.org	Steve.Shepherd@dot.ohio.gov

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

-
- 1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.
 - 2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.
 - 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law.* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment.* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification.* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures.* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures.* 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 or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS		FHWA FUNDS		TOTAL
	Amount	%	Amount	%	
PRELIMINARY DEVELOPMENT	\$75,000	100			\$75,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$212,000	100			\$212,000
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$150,000	100			\$150,000
PROJECT CONSTRUCTION COSTS	\$511,647.50	20	\$2,046,590	80	\$2,558,237.50
Construction (Above Fed Cap)	\$927,123.50	100			\$927,123.50
INSPECTION	\$0	20	\$0	80	\$0
INSPECTION (Above Fed Cap)	\$43,269	100			\$43,269
TOTALS	\$1,919,040		\$2,046,590		\$3,965,630

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ (*INSERT NAME OF LPA*) request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ (*CONTRACTOR'S NAME*) be paid directly to _____ (*CONTRACTOR'S NAME*).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

ORDINANCE NO. 159-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC. TO PROVIDE DESIGN SERVICES FOR THE WEST SMITH ROAD, PHASE 4 PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute an Agreement with American Structurepoint, Inc. to provide design services for the City of Medina Job #1025, West Smith Road, Phase 4 project.

SEC. 2: That the funds to cover the agreement in the amount of \$481,632.00 are available in Account No. 108-0610-54411.

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



ORD 159-20
Exh. A

600 SUPERIOR AVENUE EAST, SUITE 1305
CLEVELAND, OHIO 44114
TEL 216.302.3694

August 18, 2020

Mr. Pat Patton, PE
City Engineer
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256

Subject: MED-West Smith Road Reconstruction, Phase IV, PID 112540
Fee Proposal For Professional Services

Dear Mr. Patton,

As a follow up to our coordination with the City of Medina, we are pleased to submit our letter proposal including a copy of the draft contract for the City's review. The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes preliminary engineering, environmental engineering, and final design services. As a supplement to the ODOT PDP task list included with this fee proposal, please see the following summary for additional project information.

Project Overview:

This project involves the full replacement of West Smith Road from approximately 300 feet east of State Road to the intersection of Court Street (US 42/SR 3). The work includes the removal and replacement of the existing concrete pavement; installation of new storm sewers and related structures; installation of new water lines, valves and fire hydrants; new sidewalk; new street lighting and all other appurtenances. The project is anticipated to be constructed under part width and/or block closures based on final coordination with the City. Railroad coordination will be required with the W&LE to accommodate a jack and bore operation for a water line casing and pipe installation.

Water Line Replacement:

Based on our coordination with the City, the existing 8" water line will be replaced from South Court Street to the existing 12"x8" tee at Prospect Street. Continuing to the west, the existing 12" waterline will be replaced from Prospect Street to State Road (terminating at the east limit from the 2017 Smith Road Improvements). Side streets will be accommodated throughout the limits for tie in locations as required. Final limits will be determined following the City's review of the water model being developed under a separate contract.

Sanitary Line Repairs:

American Structurepoint will coordinate with the Medina County Sanitary Engineer to determine locations for sanitary line repairs, if required. The county is currently advancing a CCTV field review of the existing lines and anticipates some locations may require localized repairs (i.e. existing conduit replacement, manhole repairs, etc) and will provide the locations to the design team. It is our understanding the sanitary work is not eligible for project reimbursement and would be the responsibility of the County to fund any additional design or replacement costs. A separate line item has been included with the fee proposal to accommodate this work as an If Authorized task.

Mr. Pat Patton
August 18, 2020
Page 2

Twin Culvert Replacement:

American Structurepoint will provide a culvert replacement option for the existing twin 29"x45" elliptical culverts located west of the railroad overpass. The existing north headwall is located on top an existing 15" sanitary line, and may require localized sanitary sewer repairs to accommodate the proposed culvert replacement.

Railroad Permitting:

American Structurepoint will facilitate the required railroad coordination with the Wheeling and Lake Erie (W&LE) to obtain the necessary utility permit for the project. Early coordination with railroad will be necessary to ensure the project schedule is maintained. The fee proposal includes \$3,000 of direct costs to accommodate the associated W&LE permit fees required for this work.

Retaining Wall Assessment:

A structural assessment will be conducted on the existing retaining wall along the south side of Smith Road near Elmwood Avenue and terminating near South Court Street. The purpose of the assessment is to confirm and update findings and recommendations detailed in a study previously conducted by others. A brief technical memo will be prepared noting any changed conditions and recommendations. The attached fee proposal does not include detailed design or structural repairs to the retaining wall. If additional repairs are required, as separate scope and fee will be submitted to the City for review. This work is being accommodated under Task 2.8.B - General Oversight.

Geotechnical Engineering:

Resource International (Rii) will provide geotechnical engineering support services in compliance with ODOT geotechnical standards and procedures. Please see Section 6 for the detailed scope and fee summary.

ODOT Coordination:

American Structurepoint will work closely with the City of Medina and ODOT District 3 to successfully deliver the West Smith Road improvements. The project will follow the ODOT Local Public Agency (LPA) process for plan development, review, acceptance, and construction. ODOT standards will be applied to the project and supplemented with City standards where applicable.

Schedule:

American Structurepoint is ready to begin work as soon as the notice to proceed is available from the City of Medina. As coordinated during the project scope meeting, the revised project schedule is being coordinated/approved by ODOT District 3 and the City of Medina.

Terms and Conditions of Professional Service:

The attached EJDC Contract is provided for the City's review. American Structurepoint understands the City may provide comments for inclusion in the contract. Following the City's acceptance of the contract, the notice to proceed will be provided.

Fee Schedule:

As a supplement to the attached detailed fee proposal, please see the following summary of services identified for this project by work category and cost:

<u>Work Category</u>	<u>Cost</u>
Environmental	\$17,768
Survey	\$42,566
Roadway	\$164,402
Drainage	\$32,051
Traffic Control	\$10,309
*Geotechnical Engineering	\$23,479
Railroad Coordination	\$14,010
Estimates: Roadway, Utility, ROW	\$14,027
MOT	\$22,474
Utility Coordination	\$11,100
Water Line Design	\$14,958
Project Meetings	\$4,847
Project Oversight	\$28,480
Right of Way Plans	\$47,716
Final Plan Submission	\$5,000
Pre Bid Support	\$2,640
Subtotal	\$455,826
If Authorized Services	\$25,805
Project Total	\$481,632

* Geotechnical Engineering services are being provided by Resource International

Additional Services, Exclusions

The Scope of Work identified in this document is based on American Structurepoint's knowledge of the project requirements at the time of document preparation, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue. Any services that are not included under this work scope can be provided on an hourly basis in accordance with our included standard rate schedule. Specific services that are not included as part of this proposal include, but are not limited to the following:


- Construction Inspection
- Bidding Services
- Retaining wall design and/or structural design services
- Private utility design services
- ROW Acquisition Services (To be provided under separate scope and fee; OR Colan)

Mr. Pat Patton
August 18, 2020
Page 4

We look forward to working with the City of Medina and ODOT District 3 on this important project for the community. If you have any questions or require additional information, please contact me at your earliest convenience at 216.296.4620 or ekagel@structurepoint.com.

Sincerely,


Edward D. Kagel, PE
Regional Services Director


Walid Gemayel, PE
Sr. Vice President/Partner

Acceptance and Notice to Proceed:

Authorized Signature

Public Agency

Print Name and Date

ORDINANCE NO. 160-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN IMPROVEMENT AGREEMENT WITH THE MEDINA COMMUNITY DESIGN COMMITTEE FOR REPAINTING AND REPAIR TO THE CITY'S INTERURBAN TICKET BUILDING.

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

SEC. 1: That the Mayor is hereby authorized to enter into an Improvement Agreement with the Medina Community Design Committee for repainting and repair to the City's Interurban Ticket Building.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**INTERURBAN TICKET BUILDING
IMPROVEMENT AGREEMENT**

This Agreement made this _____ day of _____, 2020, by and between the **CITY OF MEDINA, an Ohio municipal corporation**, 132 North Elmwood Avenue, Medina, Ohio 44256, and **MEDINA COMMUNITY DESIGN COMMITTEE, an Ohio nonprofit corporation**, c/o Michele Nichols, 800 S. Court Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. INTERURBAN TICKET BUILDING IMPROVEMENTS

The City of Medina and the Medina Community Design Committee agree to jointly work together toward the completion of painting and minor repair to the Interurban Ticket Building, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Interurban Ticket Building Paint and Repair.** Attached hereto and incorporated herein are plans and construction estimates for painting and minor repair to be completed at the Interurban Ticket Building which is a property owned and managed by the City of Medina. The estimated cost of the work outlined herein is Two Thousand and Eight Hundred Dollars (\$2,800). The Medina Community Design Committee agree to be responsible for executing the work and paying the cost of the work outlined herein in accordance with the documents attached hereto as "Exhibit A." The Medina Community Design Committee agree to hire the contractor who will be completing the painting and repair work. The Medina Community Design Committee agree to be responsible for completing the painting and repair work as set forth in the plans attached hereto. The design and plans for the painting and repair work are on file with the Medina Service Director.

The City of Medina shall not be responsible for the costs associated with Interurban Ticket Building painting and repair work. Upon completion of the painting and repair work, the Median Community Design Committee agree to donate the work and the costs of the work to the City of Medina, and the City of Medina hereby agrees to accept the donation of the improvements. The City of Medina hereby agrees to future maintenance of the work after acceptance of the work as outlined herein.

Medina Community Design Committee agree to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with the

painting and repair work to be completed pursuant to the plans now on file with the Medina Service Director.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the painting and repair shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed painting and repair project shall be completed by no later than six (6) months from the date of commencement of the project.

ARTICLE 3. MECHANIC'S LIEN

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

ARTICLE 4. BONDING

The Medina Community Design Committee agrees that the contractor hired by the Medina Community Design Committee to execute the painting and repair work proposed herein shall provide to the City of Medina and shall, at all times during the project, maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 5. INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE 6. PROVISIONS BINDING

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

ARTICLE 7. COMPLETE AGREEMENT

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

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

SIGNED IN THE PRESENCE OF:

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

By: _____
DENNIS HANWELL
Its: Mayor

**Medina Community Design Committee
an Ohio Non-Profit Corporation**

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

STATE OF OHIO)
COUNTY OF MEDINA)ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA) ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

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

ORDINANCE NO. 161-20

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVOCABLE USE PERMIT WITH BEACON FARMERS EXCHANGE LLC FOR A PROJECTING SIGN FOR THE MEDINA BREW COMPANY BUSINESS AT 320 SOUTH COURT STREET.

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

SEC. 1: That the Mayor is hereby authorized to execute a Revocable Use Permit with Beacon Farmers Exchange LLC for a projecting wall sign for the Medina Brew Company business at 320 South Court Street, Medina, Ohio.

SEC. 2: That a copy of the Revocable Use Permit is marked Exhibit A, attached hereto and incorporated herein, and subject to the Law Director's final approval.

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

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

REVOCABLE USE PERMIT

Permission is hereby granted to **Beacon Farmers Exchange LLC** (“**Permittee**”) to use or occupy air space over the South Court Street public right-of-way located adjacent to the west of the **Permittee’s** leased property at 320 S. Court Street (Permanent Parcel # 028-19D-01-119) with a business identification sign. The area of encroachment and sign plans are shown on the attached exhibits.

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

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

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

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

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

Dated at Medina, Ohio, this _____ day of _____, 2020,

CITY OF MEDINA

By: _____
DENNIS HANWELL, Mayor

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this _____ day of _____, 2020, at Medina, Ohio.

NOTARY PUBLIC

Accepted this _____ day of _____, 2020.

By: _____
BEACON FARMERS EXCHANGE LLC
OWNER – 320 S. COURT STREET

STATE OF OHIO)
)ss:
COUNTY OF MEDINA)

BEFORE ME, a Notary of Public in and for said county and state, personally appeared the above-named, City of Medina, by a representative of Beacon Famers Exchange LLC, who executed the

foregoing instrument in my presence and acknowledged the same to be the voluntary act of said City and her voluntary act individually and as such officer.

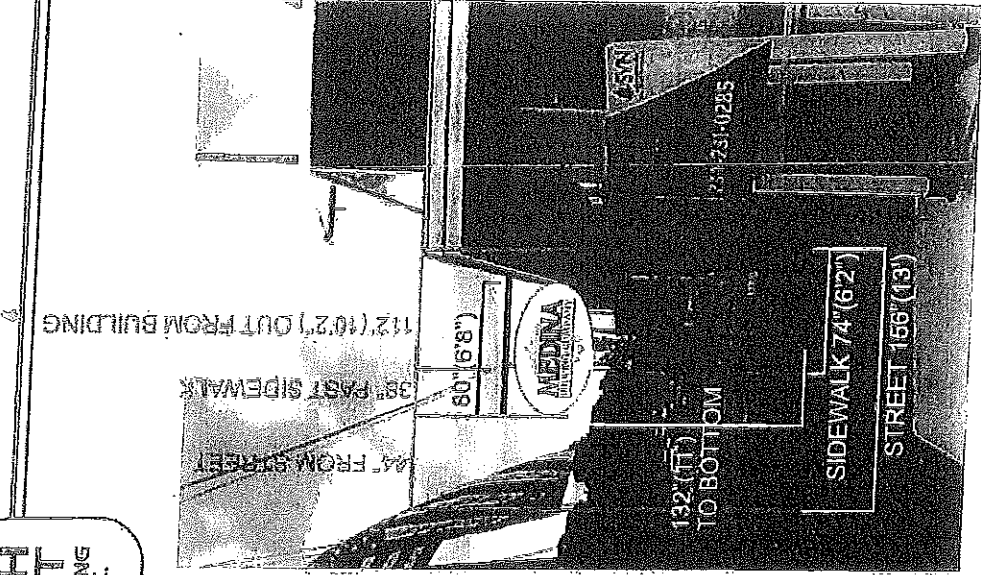
IN TESTIMONY WHEREOF, I have set my hand and official seal this _____ day of _____, 2020, at Medina, Ohio.

NOTARY PUBLIC

PHONE: 330.723.2376
 FAX: 330.722.2893
 NICK OR JIM
 @SIGNANDLIGHT.COM



NORTH COAST
 SIGN & LIGHTING
 SERVICE INC.



JOB: - MEDINA BREWING
 ADDRESS: - 410 S COURT ST MEDINA
 CONTACT: -
 PHONE: -
 FAX: -
 EMAIL: -
 DATE: - 11 JUNE 2020

NOTES: - 12" DEEP HANGING SIGN
 FORMED CABINETS, POLYCARB FACES
 VINYL GRAPHICS AND NEON ACCENTS.

ALL DRAWINGS ARE THE PROPERTY OF
 NORTH COAST SIGN & LIGHTING
 SERVICES INC. AND ARE TO BE USED
 FOR CONCEPTUAL PURPOSES ONLY
 UNTIL SIGNED AND DATED BY PROJECT
 MANAGER AND CUSTOMER. ANY OTHER
 USE IS PROHIBITED.

CUSTOMER APPROVAL SIGNATURE: _____

LANDLORD APPROVAL SIGNATURE: _____

ORDINANCE NO. 162-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FRIENDS OF THE CEMETERY FOR CEMETERY DRAINAGE IMPROVEMENTS AT SPRING GROVE CEMETERY.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a Drainage Improvement Agreement with the Friends of the Cemetery (FOC) for cemetery drainage improvements at Spring Grove Cemetery.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

SPRING GROVE CEMETERY
DRAINAGE IMPROVEMENT AGREEMENT

This Agreement made this _____ day of _____, 2020, by and between the CITY OF MEDINA, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, and FRIENDS OF THE CEMETERY, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. CEMETERY DRAINAGE IMPROVEMENTS

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of drainage improvements at the Spring Grove Cemetery, which is a property owned and managed by the City of Medina. The scope of the project is defined as follows:

- A. **Spring Grove Cemetery Drainage Improvements.** Attached hereto and incorporated herein are plans and construction estimates for drainage improvements to be completed at the Spring Grove Cemetery ("Improvements"). The estimated cost of the Improvements outlined herein is Twenty-six Thousand One Hundred Seventy-three and 35/100 Dollars (\$26,173.35). The Friends of the Cemetery agrees to be responsible for constructing the Improvements and paying the cost of the Improvements outlined herein in accordance with the documents attached hereto as "Exhibit A." The Friends of the Cemetery agrees to hire the contractor who will be completing the Improvements. The Friends of the Cemetery agrees to be responsible for completing the Improvements as set forth in the plans attached hereto. The design and plans for the Improvements are on file with the Medina City Engineer and with the Medina Parks Director/Superintendent.

The City of Medina agrees to participate in the project by way of removing monuments/grave markers and footers, and reinstalling the monuments/ grave markers and footers so that the drainage project may proceed in accordance with the plans outlined herein.

The City of Medina shall not be responsible for the costs associated with Spring Grove Cemetery Improvements. Upon completion of the Improvements, the Friends of the Cemetery agrees to donate the Improvements to the City of Medina, and the City of Medina hereby agrees to accept the donation of the Improvements. The City of Medina hereby agrees to provide, at its cost, all future maintenance of the Improvements after acceptance of the work as outlined herein.

Friends of the Cemetery agrees to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with the construction of the Improvements to be completed pursuant to the plans now on file with the Medina City Engineer and the Medina Parks Director/Superintendent.

ARTICLE 2. TIME OF COMPLETION

The parties hereto agree that the construction work contemplated for the Improvements shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the project. The proposed drainage project shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 3. MECHANIC'S LIEN

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

ARTICLE 4. BONDING

The Friends of the Cemetery agrees that the contractor hired by the Friends of the Cemetery to construct the Improvements proposed herein shall provide to the City of Medina and shall, at all times during the project, maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project and such approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 5. INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE 6. PROVISIONS BINDING

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

ARTICLE 7. COMPLETE AGREEMENT

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

Remainder of this page intentionally left blank

[Signature Page to Spring Grove Drainage Improvement Agreement]

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

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

By: _____
Name: Dennis Hanwell
Its: Mayor

**FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation**

By: _____
Name: Teresa Merkle
Title: President

STATE OF OHIO)
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Dennis Hanwell, Mayor of the City of Medina**, an Ohio municipal corporation on behalf of the municipal corporation.

NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Teresa Merkle, President of Friends of the Cemetery**, an Ohio nonprofit corporation, on behalf of the corporation.

NOTARY PUBLIC

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

ORD. 162-20

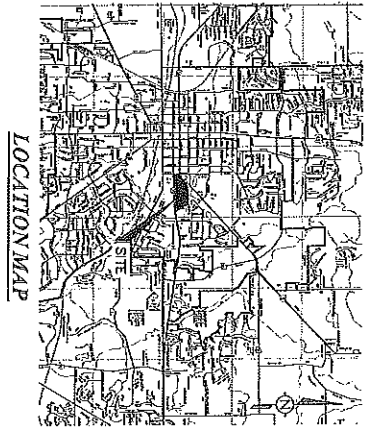
SPRING GROVE CEMETERY

DRAINAGE IMPROVEMENTS

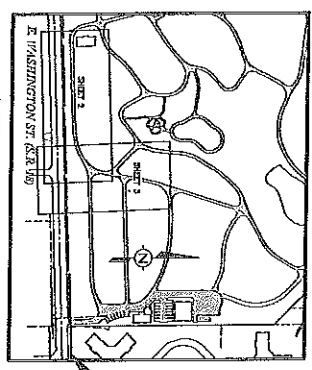
Located in the City of Medina
in the County of Medina
and State of Ohio

INDEX OF DRAWINGS

- 1 - TITLE SHEET
- 2-3 - PLAN & PROFILE
- 4 - MISCELLANEOUS DETAILS
- 5 - SEEDING NOTES



- GENERAL NOTES:**
1. ALL UTILITIES AND LOCATIONS OF CONDUITS AND VARIATIONS USED SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STATE OF OHIO CONSTRUCTION AND UTILITY SPECIFICATIONS.
 2. THE CITY OF MEDINA PROTECTIVE SERVICE SHALL BE CONTACTED AT LEAST 10 DAYS PRIOR TO THE START OF THE PROJECT TO OBTAIN NECESSARY PERMITS AND TO OBTAIN THE LOCATION OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.
 30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LOCATION OF THE EXISTING UTILITIES.



CALL BEFORE YOU DIG!
OHIO OH-5848 PREVENTING UNDESIRABLE PROTECTION SERVICE
AS PART OF THE STATE PROTECTION SERVICE
1-800-4-A-DIG
1-800-426-6343
WWW.4ADIG.ORG

STOP

TWO WORKING DAYS
BEFORE YOU DIG
CALL 800-4-A-DIG
OR 1-800-426-6343
OHIO UTILITIES PROTECTION SERVICE

NILES E. JOHNSON, P.E., REG. NO. 5-41774 DATE

SHEET TITLE TITLE SHEET	SPRING GROVE CEMETERY DRAINAGE IMPROVEMENTS LOCATED IN THE COUNTY OF MEDINA CITY OF MEDINA	REFERENCED SHEET NO. 1 SHEET NO. 2 SHEET NO. 3 SHEET NO. 4 SHEET NO. 5
	CUNNINGHAM & ASSOCIATES, INC. CIVIL ENGINEERING and SURVEYING 303 W. LIGHT ST. MEDINA, OHIO 44028-1875-5700	DATE: 6/24/2020 DRAWN BY: [Name] CHECKED BY: [Name] APPR. BY: [Name]

ORDINANCE NO. 163-20

**AN ORDINANCE AMENDING ORDINANCE NO. 187-19,
PASSED NOVEMBER 25, 2019. (Amendments to 2020 Budget)**

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

SEC. 1: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-56612 (Parks Maint.-Refunds)	200.00
104-0301-53315 (Parks Maint.-Tools & Minor)	6,000.00
902-0355-52215 (Bicentennial-Coloring Books)	1,150.00 *
104-0301-53315 (Parks Maint-Insurance Reimbursement)	6,106.00 *
104-0301-54412 (Parks Maint-Insurance Reimbursement)	27,142.50 *
001-0705-53315 (Tech Grant-Supreme Court Grant)	62,950.00 *
170-0707-50111 (CARES Act 481 Funds)	150,000.00 *
170-0707-50112 (CARES Act 481 Funds)	5,000.00 *
170-0707-50118 (CARES Act 481 Funds)	20,000.00 *
170-0707-51124 (CARES Act 481 Funds)	20,000.00 *
170-0707-52215 (CARES Act 481 Funds)	100,000.00 *
170-0707-53311 (CARES Act 481 Funds)	19,401.67 *
170-0707-53313 (CARES Act 481 Funds)	100,000.00 *
170-0707-53315 (CARES Act 481 Funds)	100,000.00 *
170-0707-53322 (CARES Act 481 Funds)	25,000.00 *
109-0756-53315 (Tech Grant-Supreme Court)	28,614.91 *

SEC. 2: That Ordinance No. 187-19, passed November 25, 2019, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
104-0301-52234 (Parks Maint-Rental of Facilities)	200.00
104-0301-54413 (Parks Maint-Equipment)	6,000.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor