

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

November 14, 2022  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (October 24, 2022, October 25, 2022-Special)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 202-22, Ord. 203-22, Ord. 204-22, Ord. 205-22, Res. 206-22, Ord. 207-22, Ord. 208-22, Ord. 209-22, Ord. 210-22

Ord. 202-22

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the sanitary sewer replacement for West Smith Road Reconstruction, Phase 4.

Ord. 203-22

An Ordinance amending Section 2 of Ordinance No. 139-22, passed July 11, 2022 relative to bids for the West Smith Reconstruction, Phase 4 Project.  
(emergency clause requested)

Ord. 204-22

An Ordinance amending Rule VIII (K)(3) of the Civil Service Rules and Regulations of the City of Medina relative to Probationary Periods for Promotional Appointments.

Ord. 205-22

An Ordinance authorizing the Mayor to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Sandridge Food Corporation, for a newly installed Storm Water Detention System.

Res. 206-22

A Resolution authorizing the filing of a Grant Agreement to the Bureau of Justice Assistance (BJA), Department of Justice (DOJ) for the Body-Worn Camera Policy and Implementation Program for the Police Department.  
(emergency clause requested)

Ord. 207-22

An Ordinance authorizing the purchase of three (3) 2023 Ford Interceptors including upfitting, from Montrose Ford for the Police Department.

Ord. 208-22

An Ordinance authorizing the Mayor to execute a Listing and Marketing Agreement with Brindlee Mountain Fire Apparatus for the sale of a 1997 Pierce Fire Truck for the Fire Department.

Ord. 209-22

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget)

Ord. 210-22

An Ordinance authorizing the Finance Director to rollover certain outstanding advances.

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, October 24, 2022

**Call to Order:**

Medina City Council met in regular session on Monday, October 24, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President Pro-Tem Jim Shields. Eagle Scout Luke Fisher led in the Pledge of Allegiance.

**Roll Call:**

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

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

**Minutes:**

Mr. Simpson moved that the minutes from the regular meeting on Tuesday, October 11, 2022, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and passed by the yea votes of B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne was absent.

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

Public Properties Committee: Mr. Shields stated that Public Properties met on October 12, one item moved to finance.

Special Legislation Committee: Mr. Lamb has a meeting scheduled on Wednesday, November 9<sup>th</sup> at 5:30 p.m. to discuss flying flags on public property.

Streets & Sidewalks Committee: Ms. Haire was absent.

Water & Utilities Committee: Mrs. Hazeltine was absent.

Emerging Technologies Committee: Mr. Rose had no report.

**Requests for Council Action:**

22-234-10/24 – MOU w/County - Sanitary Sewer Replacement for W. Smith Reconstruction

22-235-10/24 – Amend Ord. No. 139-22 – Bids for W. Smith Rd. Reconstruction

22-236-10/24 – Storm Water Operation & Maintenance Agreement – Sandridge Food

22-237-10/24 – Amend Civil Service Rule VIII (K)(3)

22-238-10/24 – Grant Application for Body Worn Cameras – Police Dept.

22-239-10/24 – Purchase three (3) 2023 Ford Explorers – Police Dept.

22-240-10/24 – Sale of Fire Apparatus – Fire Dept.

Added to Agenda:

22-241-10/24 – Increase Expenditure – Absolute Construction – CHIP Project

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,**

- A. Information on proposed deer hunting Ordinance and facts are posted on city website parks page and were sent out with October utility bills. Respectfully ask residents/voters to view same to be properly informed.
- B. Medina Municipal Court Valor Veterans' Court had its first graduation on Tuesday, October 18. I attended and presented a Resolution Council passed to graduate Brandon Hucks. Congratulations to Brandon and thanks to the Honorable Judge Gary Werner for implementing this new program.
- C. 8<sup>th</sup> Annual Turkey Drive to support Feeding Medina County- 320 S. Court, Medina Farmer's Exchange, November 16<sup>th</sup>, 5:30 p.m. – 7:30 p.m. Donations of turkeys and/or cash are welcomed.
- D. Candlelight Walk/Tree Lighting- 38<sup>th</sup> Candlelight Walk weekend will be November 18-20. Tree & downtown lighting ceremony will start at 7 p.m., Friday, November 18<sup>th</sup>. Thank you to Main Street Medina for efforts in putting this event on and vast amounts of people who attend to see our beautiful community and support our local businesses. Blessed!
- E. Medina Police assisted LST with patient removal from home Thursday, October 20<sup>th</sup>, and early October 21<sup>st</sup> two PD officers helped deliver a baby girl while LST ambulance was responding. Great collaborative model and team effort!

**Keith Dirham, Finance Director,** reported a referendum petition was submitted regarding Ordinance 162-22 and was held for ten days. The referendum has since has been given to the Board of Elections and they have ten days to validate the signatures.

**Sgt. Darin Zaremba, IT Department,** had no report.

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

**Chief Kinney, Police Department,** had no report.

**Chief Walters, Fire Department,** had no report.

**Kimberly Marshall, Economic Development Director,** had no report.

**Jansen Wehrley, Parks and Recreation Director,** stated the Forestry Department is actively out planting trees in about 60 tree lawns. Had successful pumpkin plunge with the Rec Center.

**Dan Gladish, Building Official,** has continued to see growth and improvement taking place along North Court Street.

There are currently five projects - they include:

- 1. Recent completion of a remodel and expansion project for Bumblebee Village Daycare.
- 2. Wendy's Restaurant demo of existing building and replacing with a new building.
- 3. City BBQ expansion and alteration project.

4. Crumble Cookies interior alteration project of two existing vacant store fronts in the North Court Shops Plaza.
5. Interior alteration project for Pioneer Physicians Network in the Chase Bank Plaza. This is just off North Court Street on East Reagan.

There are five plazas along North Court Street, four are fully occupied.

**Nino Piccoli**, Service Director, had city auction and it was well attended. We have started in the northeast quadrant of the city with the leaf program. Planning on paving three asphalt streets and hopeful the weather will prevail.

**Joe Toth, LST**, stated through September 2022 the LST had 2,660 ambulance calls for the City of Medina and for all three entities they did 4,090 ambulance calls at an increase of 218 from same time last year.

**Patrick Patton, City Engineer**, reported the repaint of the South Court Street water tower is complete.

**Andrew Dutton, Planning and Community Development Director**, stated they will be awarded the CHIP funds to be distributed in 2023.

**Notices, communications and petitions:**

Liquor Permit:

Mr. Simpson moved not to object to the issuance of a new D2 permit to Waffleowaffle LLC, dba Waffle O Waffle, 799 N. Court Street, Unit 25, Medina, Ohio. Motion seconded by Mr. Rose and approved by the yea votes of P. Rose, J. Shields, D. Simpson and B. Lamb.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Karen Thorne resides at 3677 Falcon Ridge Dr. is present on behalf of The Friends of the Cemetery, the cemetery has received an additional designation from the National Underground Railroad to Freedom. The National Underground Railroad network to Freedom serves to honor, preserve and promote the history of resistance to enslavement through escape and flight. There are over 700 locations.

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

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Res. 198-22, Res. 199-22, Ord. 200-22, Res. 201-22, The roll was called and the motion passed with the yea votes of J. Shields, D. Simpson, B. Lamb, and P. Rose.

**Res. 198-22:**

**A Resolution congratulating Luke Patrick Fisher on attaining the rank of Eagle Scout.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 198-22, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 198-22 passed by the yea votes of D. Simpson, B. Lamb, P. Rose, and J. Shields.

**Res. 199-22:**

**A Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor.**

\*\*Tabled due to emergency clause being needed which takes 5 members of council to pass.

**Ord. 200-22:**

**An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for consultant services to lead in the preparation and adoption of a Multi-Use Path Plan for the City of Medina, Ohio.** Mr. Simpson moved for the adoption of Ordinance/Resolution No. 200-22, seconded by Mr. Rose. Mr. Dutton stated this will be around \$50,000 of ARPA funding. The roll was called and Ordinance/Resolution No. 200-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Lamb, and P. Rose.

**Res. 201-22:**

**A Resolution authorizing an application for grant assistance from the Medina County Senior Services Network for the Medina Community Recreation Center.**

\*\*\*Tabled due to emergency clause being needed which takes 5 members of council.

**Council Comments:**

Mr. Simpson congratulated Luke and the Fisher family. He thanked the Friends of the Cemetery for all their work. Prayers for Ukraine. Be kind to one another. Please vote.

Mr. Rose echoed congratulations to Luke Fisher and to Spring Grove Cemetery. Committee to Stop Government Waste has just lost their 5<sup>th</sup> lawsuit against the city and are 0 – 5, with over \$100,000 already wasted in city tax dollars.

Mr. Lamb stated congratulated Luke Fisher.

There being no further business, the meeting adjourned at 7:58 p.m.

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Kathy Patton, Clerk of Council

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James A. Shields, President of Council Pro-Tem

MEDINA CITY COUNCIL

Tuesday, October 25, 2022 – Special Council Meeting

**Opening:**

Medina City Council met in special open session on Tuesday, October 25, 2022. The meeting was called to order at 5:30 p.m. by President of Council John Coyne III.

**Roll Call:**

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

**Unfinished Business:**

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

**Res. 199-22**

**A Resolution accepting the amounts and rates determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 199-22, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 199-22, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 199-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, and J. Coyne.

**Res. 201-22**

**A Resolution authorizing an application for grant assistance from the Medina County Senior Services Network for the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 201-22, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 201-22, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 201-22 passed by the yea votes of P. Rose, J. Shields, J. Coyne, J. Hazeltine, and B. Lamb.

There being no further business before council, the meeting adjourned at 5:32 p.m.

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Kathy Patton, Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 202-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO THE SANITARY SEWER REPLACEMENT FOR WEST SMITH ROAD RECONSTRUCTION, PHASE 4.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the Sanitary Sewer Replacement for West Smith Road Reconstruction, Phase 4.

**SEC. 2:** That a copy of the Memorandum of Understanding 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**



## MEMORANDUM OF UNDERSTANDING

### SANITARY SEWER CONSTRUCTION on WEST SMITH ROAD in the CITY OF MEDINA

Terms to be contained in a Memorandum of Understanding ("MOU") between the MEDINA COUNTY COMMISSIONERS (County), and the CITY OF MEDINA (CITY).

#### Section 1: Project Description

The CITY will be completing a reconstruction and replacement of West Smith Road between State Road and South Court Street in the City of Medina.

The Medina County Sanitary Engineers (MCSE), under an agreement with the City entered into in 1972, operates and maintains a City owned sanitary sewer that extends through the project limits of this project.

MCSE has requested that the CITY replace the existing sanitary sewer laterals with new sewer laterals, remove and replace the existing sanitary manholes located within the pavement limits, and remove and replace certain portions of the existing sanitary sewer as part of the CITY's West Smith Road Reconstruction project.

Construction is tentatively scheduled to begin in the spring of 2023.

#### Section II – Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the replacement of the sanitary sewer appurtenances in conjunction with the West Smith Road improvement project.

#### Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY agrees to assume and bear one hundred percent (100%) of the engineering, inspection and project administration costs for this project.
2. The CITY shall submit the completed construction plans to the COUNTY for review and approval prior to commencing this project.
3. The CITY shall modify the plans as requested by the COUNTY with regards to the final sanitary sewer design.
4. The COUNTY agrees to assume and bear one hundred percent (100%) of the construction costs for the removal and replacement of certain existing sanitary manholes; removal and replacement of the existing sanitary sewer laterals; removal and replacement of portions of the existing sanitary sewer; and adjustments to certain existing sanitary manhole castings.

5. The preliminary construction cost estimate for the COUNTY's share of this project is \$375,658.00.
6. The actual final total share shall be calculated by the CITY upon completion of the project.
7. The CITY shall use the contract unit prices and the final approved contract unit price quantities to calculate the final total share due by the COUNTY.
8. The COUNTY shall submit payment for the final total share due to the CITY within sixty (60) days after receiving the invoice from the CITY.

Section IV – Maintenance

The City shall require the contractor to post a two-year maintenance bond to become effective upon completion and acceptance of the project. The County shall, in accordance with the 1972 agreement between the County and the City, assume responsibility for the maintenance of the sanitary sewer and appurtenances installed as part of this project upon the expiration of the contractor's maintenance bond.

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature): Stephen D. Hambley

By (signature): \_\_\_\_\_

Printed Name: Stephen D. Hambley

Printed Name: \_\_\_\_\_

Title: Board President

Title: \_\_\_\_\_

Date: 10/11/22

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

**ORDINANCE NO. 203-22**

**AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 139-22, PASSED JULY 11, 2022 RELATIVE TO BIDS FOR THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 139-22, passed July 11, 2022, authorized bidding and awarding a contract to the successful bidder for the West Smith Reconstruction, Phase 4 Project; and

**WHEREAS:** Section 2 of Ordinance 139-22, passed July 11, 2022 *presently* reads as follows: That the estimated cost of the project, in the amount of \$5,096,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414, \$2,046,500.00 in Account No. 386-0676-54414, and \$375,658.00 in Account No. 108-0676-54414.

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

**SEC. 1:** That Section 2 of Ordinance No. 139-22, passed July 11, 2022 is hereby *amended* to read as follows:

That the estimated cost of the project, in the amount of **\$5,256,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414 (City share), \$2,046,500.00 in Account No. 386-0676-54414 (grant), and \$375,658.00 in Account No. 108-0676-54414 (County share).**

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to execute this contract as quickly as possible to allow contractor to begin acquiring project material; 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. 204-22****AN ORDINANCE AMENDING RULE VIII (K)(3) OF THE CIVIL SERVICE RULES AND REGULATIONS OF THE CITY OF MEDINA RELATIVE TO PROBATIONARY PERIODS FOR PROMOTIONAL APPOINTMENTS.**

**WHEREAS:** Ordinance No. 74-16, passed May 23, 2016, adopted revised Civil Service Rules and Regulations; and

**WHEREAS:** Rule VIII (K)(3) of the Civil Service Rules and Regulations relative to Probationary Periods for Promotional Appointments presently reads as follows:

3. Probationary Period for Promotional Appointments

All permanent promotional appointments in the classified service shall serve a probationary period of forty-five (45) calendar days from the date of such promotion (thirty (30) days for City Schools Civil Service employees), except that the following promotional appointment shall serve a probationary period of one (1) year:

- a. Appointees to Police Lieutenant
- b. Appointees to Police Chief
- c. Appointees to Fire Lieutenant
- d. Appointees to Fire Captain
- e. Appointees to Fire Operations Captain
- f. Appointees to Fire Assistant Chief
- g. Appointees to Fire Marshall
- h. Appointees to Fire Chief
- i. Appointees to Secretary to the Civil Service Commission

If, during that period, the service of the employee so appointed is not satisfactory, the employee may be reduced to the position from which the promotion was made.

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

**SEC. 1:** That Rule VIII (K) (3) of the Civil Service Rules and Regulations relative to Probationary Periods for Promotional Appointments shall be amended to read as follows:

3. Probationary Period for Promotional Appointments

All permanent promotional appointments in the classified service shall serve a probationary period of forty-five (45) calendar days from the date of such promotion (thirty (30) days for City Schools Civil Service employees), except that the following promotional appointment shall serve a probationary period of one (1) year:

- a. **Appointees to Police Sergeant**
- b. Appointees to Police Lieutenant
- c. Appointees to Police Chief
- d. Appointees to Fire Lieutenant
- e. Appointees to Fire Captain
- f. Appointees to Fire Operations Captain
- g. Appointees to Fire Assistant Chief
- h. Appointees to Fire Marshall
- i. Appointees to Fire Chief
- j. Appointees to Secretary to the Civil Service Commission

If, during that period, the service of the employee so appointed is not satisfactory, the employee may be reduced to the position from which the promotion was made.

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

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

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

**ORDINANCE NO. 205-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FROM SANDRIDGE FOOD CORPORATION, FOR A NEWLY INSTALLED STORM WATER DETENTION SYSTEM.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Sandridge Food Corporation.
- SEC. 2:** That a copy of this Agreement is marked Exhibit A, attached hereto and made a part hereof.
- 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**

*City of Medina Ohio*

*Document ID:*

*Corresponding Job ID:*

**MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST  
MANAGEMENT PRACTICES**

This Inspection and Maintenance Agreement, made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **Sandridge Food Corporation** (hereafter referred to as the Owner) and the *City of Medina, Ohio* hereafter referred to as the City, provides as follows:

**WHEREAS**, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 050-31A-24-006 that is situated in the City of Medina, State of Ohio to be developed as surface parking for the commercial building and referred to as the Property; and,

**WHEREAS** the Owner is providing a storm water management system consisting of the following storm water management practices – Dry Detention Basin (“Upper”) and Extended Dry Detention Basin (“Lower”) as shown and described on the attached Comprehensive Storm Water Management Plan (*attach copy of development’s approved plan*); and,

**WHEREAS**, to comply with the Ohio Environmental Protection Agency National Pollutant Discharge Elimination System and the *City of Medina, Ohio* Small Municipal Separate Storm Sewer System and Comprehensive Storm Water Management Plan, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the storm water management practices in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

**A. FINAL INSPECTION APPROVAL**

The Owner shall certify in writing to the City within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide an As Built Certification, including As-Built Survey, of the locations of all access and maintenance easements and each storm water management practice, a copy of this complete Inspection and Maintenance Agreement, and the approved inspection and Maintenance Plan.

**B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES**

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.
  
2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:
  - a. The location and documentation of all access and maintenance easements on the property.
  - b. The location of each storm water management practice, including identification of the drainage areas served by each.
  - c. Photographs of each storm water management practice, including all inlets and outlets upon completion of construction.
  - d. A schedule of inspection.
  - e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

Alteration or termination of these stipulations is prohibited. The Owner must provide a draft Inspection and Maintenance Plan as part of the Comprehensive Stormwater Management Plan submittal. Once the draft is approved, a recorded copy of the plan must be submitted to the City to receive final inspection approval of the site, as noted above in section A.

3. The Owner shall maintain, update, and store the maintenance records for the storm water management practices.
  
4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.



**C. INSPECTION, MAINTENANCE, AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES**

- 1. The Owner shall inspect all storm water management practices listed in this agreement, every three (3) months and after major storm events for the first year of operation.
- 2. The Owner shall inspect all storm water management practices listed in this agreement at least once every year thereafter.
- 3. The Owner shall submit Inspection Reports in writing to the City engineer within 30 days after each inspection. The reports shall include the following:

The date of inspection; \_\_\_\_\_

Name of inspector; \_\_\_\_\_

The condition and/or presence of:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_
- (iv) \_\_\_\_\_
- (v) \_\_\_\_\_
- (vi) \_\_\_\_\_
- (vii) \_\_\_\_\_
- (viii) Any other item that could affect the proper function of the Facility.

- 4. The Owner grants permission to the City to enter the Property and to inspect all aspects of the storm water management practices and related drainage to verify that they are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- 5. The Owner shall complete all corrective actions and repairs within ten (10) days of their discovery through Owner inspections or through a request from the City. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the City engineer for a repair schedule.
- 6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the City, it is the sole discretion of the City, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City, or more with written approval from the City engineer. All costs expended by the City in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the City to maintain the storm water management practices.

**D. FUNDING**

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. A description of the funding mechanism shall be submitted to the City and approved by the City.

**E. INDEMNIFICATION**

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City of Medina, Ohio and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.
2. The Owner hereby releases the City from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the presence, existence, or maintenance of the stormwater management practices.
3. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
4. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
5. The current Owner shall promptly notify the City when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the *City* with a copy of any document of transfer, executed by both parties.
6. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Recorder's Office of Medina County, Ohio, at the Owner's expense.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13 day of October, 2022.

Owner:

Signature: Todd A. Jones, CPA

Printed Name: Todd A Jones, CFO/VP Finance

State of Ohio )  
County of Medina) SS:

The foregoing instrument was acknowledged before me this 13 day of October by Todd A. Jones who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 13 day of October, 2022.

Notary Signature: Lisa Brickley

Printed Name: Lisa Brickley

My Commission Expires: 9-30-23

Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Medina:

Signature: \_\_\_\_\_

Printed Name: Dennis Hanwell, Mayor

State of Ohio )

County of Medina) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Seal:

The responsible party of each post-construction storm water quality best management practice (BMP) must complete an annual inspection and submit a corresponding annual report to the City Engineer by June 1<sup>st</sup> of each year. At a minimum, this report shall include the following items:

1. Vicinity sketch showing general area where the best management practice (BMP) is located
2. A summary of all maintenance activities that have taken place since the previous year's annual inspection
3. Current photos of and a description of the condition of each applicable design feature. At a minimum, this should include the access easement, all sources of inflow, the water quality orifice, secondary outlet, outlet structure, emergency spillway, outlet pipe/channel, main pool area, and inside and outside slopes.
4. Indication of any deviations from the original approved plan for the BMP
5. Identification of any improvements necessary to restore original design function
6. Maintenance activities that will be undertaken in the next 6 months
7. Any other items requested by the City Engineer
8. Identification and contact information of the entity responsible for maintenance of the BMP
9. Identification, contact information and seal with original signature and date of the person responsible for preparing the annual report

**Exhibit A: Storm Water Quantity  
Best Management Practice (BMP) Maintenance Plan  
For Sandridge Food Corporation**

Medina, Ohio

**Dry Detention Basin "Upper"**

- Summary of design features, minimum frequencies of inspection, and items to look for

Design Feature	Frequency of Inspection (minimum)	What to Look For
Sources of Inflow (sheet flow)	Annually	<ul style="list-style-type: none"> <li>• For open channels – ensure there is no excessive erosion of the channel (e.g. headcutting, bank erosion, etc...)</li> </ul>
Water Quality Orifice (none)	N/A	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Primary Outlet (none)	N/A	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Emergency Spillway	Annually	<ul style="list-style-type: none"> <li>• Ensure there are no blockages caused by trash and debris build-up or illegal dumping</li> <li>• Ensure there is no erosion of the spillway bottom and side slopes</li> </ul>
Outlet Structure	N/A	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Outlet Pipe	Annually	<ul style="list-style-type: none"> <li>• Check the condition of the pipe, headwall and outlet protection</li> </ul>
Main Pool Area	<ul style="list-style-type: none"> <li>• Monitor annually</li> <li>• Survey the elevation of accumulated sediments at least every 10-years</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor the accumulation of sediment and corresponding loss of storage capacity</li> <li>• Ensure there is an appropriate location to dispose of dredged sediments on or off the site</li> </ul>
Inside and outside slopes	<ul style="list-style-type: none"> <li>• Mow at least once each year during the growing season</li> <li>• Monitor annually</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes</li> </ul>

## Dry Pond Basin Inspection and Maintenance Checklist

<b>Facility:</b>			
<b>Location/Address:</b>			
<b>Date:</b>	<b>Time:</b>	<b>Weather Conditions:</b>	<b>Date of Last Inspection:</b>
<b>Inspector:</b>		<b>Title:</b>	
<b>Rain in Last 48 Hours</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, list amount and timing:</b>			
<b>Pretreatment:</b> <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> forebay <input type="checkbox"/> other, specify:			
<b>Site Plan or As-Built Plan Available:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item	Comment	Action Needed
<b>1. PRETREATMENT</b>		
Sediment has accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. DEWATERING</b>		
The water quality orifice is visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. INLETS</b>		
Inlets are in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. EMBANKMENT</b>		
Sinkholes or cracks are visible in the embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trees or woody vegetation present on the dam or embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. BASIN OR BOWL AREA</b>		
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invasive plants are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is evident on the basin floor or low flow channel.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
The micro-pool has sediment accumulation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or animal borrows are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. SIDE SLOPES AND EMBANKMENT</b>		
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes, animal borrows or instability are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. OUTLETS AND OVERFLOW STRUCTURE</b>		
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joints are not water tight and/or leaks are visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Additional Notes**

**Wet weather inspection needed**    **Yes**    **No**

**Site Sketch:**



**Exhibit B: Storm Water Quantity/Quality  
Best Management Practice (BMP) Maintenance Plan  
For Sandridge Food Corporation**

Medina, Ohio

**Dry Extended Detention Basin “Lower”**

- Summary of design features, minimum frequencies of inspection, and items to look for

<b>Design Feature</b>	<b>Frequency of Inspection (minimum)</b>	<b>What to Look For</b>
Access Easement	N/A	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Sources of Inflow (2 storm pipes)	Annually	<ul style="list-style-type: none"> <li>• For open channels – ensure there is no excessive erosion of the channel (e.g. headcutting, bank erosion, etc...)</li> <li>• For storm sewers – check the condition of the pipe, headwall and outlet protection (e.g. rip rap apron)</li> </ul>
Water Quality Orifice (4" PVC Pipe)	Every two months	<ul style="list-style-type: none"> <li>• Ensure there are no blockages of the orifice caused by trash and debris build-up</li> </ul>
Primary Outlet (4" Orifice)	Annually	<ul style="list-style-type: none"> <li>• Ensure there are no blockages caused by trash and debris build-up</li> </ul>
Emergency Spillway	Annually	<ul style="list-style-type: none"> <li>• Ensure there are no blockages caused by trash and debris build-up or illegal dumping</li> <li>• Ensure there is no erosion of the spillway bottom and side slopes</li> </ul>
Outlet Structure	Annually	<ul style="list-style-type: none"> <li>• Ensure there are no cracks, settling, heaving, pipe separation, or blockages within</li> </ul>
Outlet Pipe (12" Pipe)	Annually	<ul style="list-style-type: none"> <li>• Check the condition of the pipe, headwall and outlet protection</li> </ul>
Main Pool Area	<ul style="list-style-type: none"> <li>• Monitor annually</li> <li>• Survey the elevation of accumulated sediments at least every 10-years</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor the accumulation of sediment and corresponding loss of storage capacity</li> <li>• Ensure there is an appropriate location to dispose of dredged sediments on or off the site</li> </ul>
Inside and outside slopes	<ul style="list-style-type: none"> <li>• Mow at least once each year during the growing season</li> <li>• Monitor annually</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes</li> </ul>

## Dry Extended Detention Basin Inspection and Maintenance Checklist

<b>Facility:</b>			
<b>Location/Address:</b>			
<b>Date:</b>	<b>Time:</b>	<b>Weather Conditions:</b>	<b>Date of Last Inspection:</b>
<b>Inspector:</b>		<b>Title:</b>	
<b>Rain in Last 48 Hours</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, list amount and timing:</b>			
<b>Pretreatment:</b> <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> forebay <input type="checkbox"/> other, specify:			
<b>Site Plan or As-Built Plan Available:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item	Comment	Action Needed
<b>1. PRETREATMENT</b>		
Sediment has accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. DEWATERING</b>		
The water quality orifice is visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. INLETS</b>		
Inlets are in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. EMBANKMENT</b>		
Sinkholes or cracks are visible in the embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trees or woody vegetation present on the dam or embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. BASIN OR BOWL AREA</b>		
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invasive plants are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is evident on the basin floor or low flow channel.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
The micro-pool has sediment accumulation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or animal borrows are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. SIDE SLOPES AND EMBANKMENT</b>		
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes, animal borrows or instability are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. OUTLETS AND OVERFLOW STRUCTURE</b>		
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joints are not water tight and/or leaks are visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

Site Sketch:

<p>Additional Notes</p>	<p>Wet weather inspection needed <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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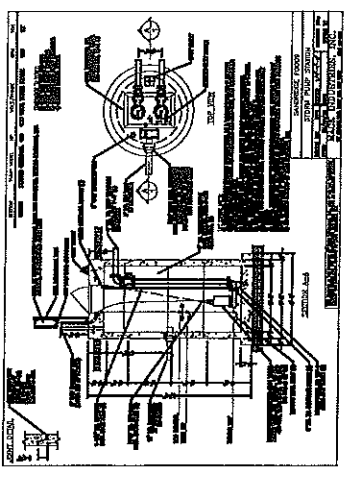
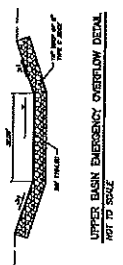
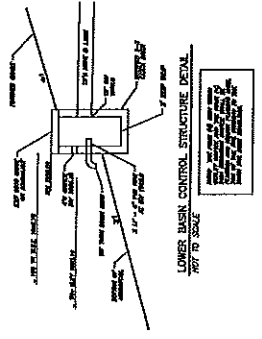
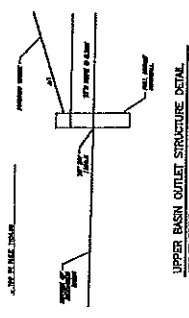
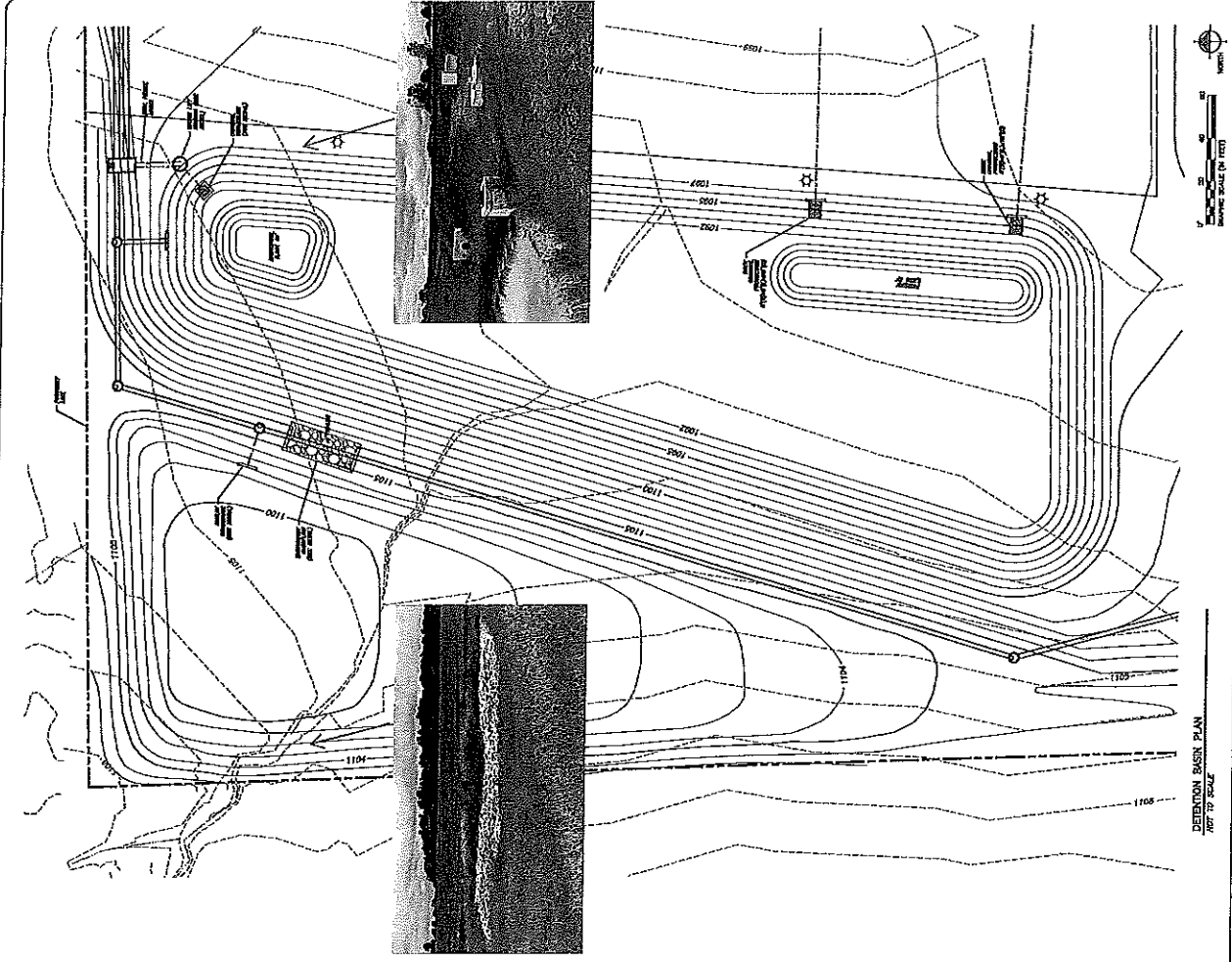
**REVISIONS**

NO.	DATE	DESCRIPTION
1	08/15/00	ISSUED FOR PERMIT
2	08/15/00	ISSUED FOR PERMIT
3	08/15/00	ISSUED FOR PERMIT
4	08/15/00	ISSUED FOR PERMIT
5	08/15/00	ISSUED FOR PERMIT
6	08/15/00	ISSUED FOR PERMIT
7	08/15/00	ISSUED FOR PERMIT
8	08/15/00	ISSUED FOR PERMIT
9	08/15/00	ISSUED FOR PERMIT
10	08/15/00	ISSUED FOR PERMIT



**SANDRIDGE FOOD CORPORATION**  
 515 ABERDEEN ST.  
 CANADIAN DRINK  
 DETENTION POND

Sheet **C-25**  
 of **25**  
 Project No. **00-0000**  
 Date **08/15/00**



**RESOLUTION NO. 206-22**

**A RESOLUTION AUTHORIZING THE FILING OF A GRANT AGREEMENT TO THE BUREAU OF JUSTICE ASSISTANCE (BJA), DEPARTMENT OF JUSTICE (DOJ) FOR THE BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM FOR THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The City of Medina, Ohio intends to apply to the Bureau of Justice Assistance (BJA), Department of Justice (DOJ), for the Body-Worn Camera Policy and Implementation Program to replace outdated, obsolete body-worn cameras for the Police Department.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance to the Bureau of Justice Assistance (BJA), Department of Justice (DOJ), for the Body-Worn Camera Policy and Implementation Program to replace outdated, obsolete body-worn cameras for the Police Department.

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

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the application is currently due; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

# Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN  
Medina Police Department  
And



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
<b>Name:</b>	Medina Police Department
<b>Address:</b>	150 WEST FRIENDSHIP MEDINA, OH 44256
<b>Award Number</b>	28543822
<b>Federal Identification Number</b>	34-5001856
<b>Micro-grantee DUNS/UEI</b>	081780462
<b>Program Period: Start Date - End Date</b>	01/01/2022-12/31/2024
<b>Total Amount of the Federal Award</b>	\$ 44,671.00
<b>Match Amount</b>	\$ 44,671.00

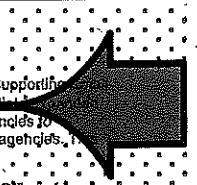
By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Medina Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Medina Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 <a href="mailto:info@srtbwc.com">info@srtbwc.com</a> , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

**Federal Award Number: 2020-BC-BX-K001, October 1, 2020, C.F.D.A. No: 16.835.** Federal Award Project Description: The Fiscal Year 2020 Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This award is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.



## ***Attachment A: Award Specific Requirements***

- 1) **Body-worn Camera ("BWC") Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ's Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee's BWC policy is approved in writing by JSS.
  - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee's executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
  - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
  - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity."
  - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
  - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
  - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
  - a) Should Micro-grantee's audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
  - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
    - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
    - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA's or JSS's grant monitoring activities may result in sanctions affecting Micro-grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.

- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.



## ***Attachment B: Award Specific Requirements***

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ\\_FinancialGuide\\_1.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf).
- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a "procurement transaction"), micro-grantee must not discriminate against any person or business because of their status as an "associate of the federal government" (or because a person or entity is affiliated or owned by such an associate). A person or entity is an "associate of the federal government" if they are engaged or employed (in the past or at present) by or on behalf of the federal government—as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise—in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
  - a) Severe forms of trafficking in persons
  - b) Procurement of a commercial sex act
  - c) Use of forced labor in the performance of the Subgrant
  - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
  - a) Trainers comply with the law and cannot discriminate.
  - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
  - c) Trainers must be well-qualified in the subject area.
  - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at [OJP.ComplianceReporting@oip.usdoj.gov](mailto:OJP.ComplianceReporting@oip.usdoj.gov). "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work

developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**ORDINANCE NO. 207-22**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE (3) 2023 FORD INTERCEPTORS INCLUDING UPFITTING, FROM MONTROSE 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; and

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

**SEC. 1:** 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. 2:** That the purchase of three (3) 2023 Ford Interceptors including upfitting, purchased through the Community University & Education (C.U.E.) Purchasing Association and Montrose Ford is hereby authorized for the Police Department.

**SEC. 3:** That the funds to cover this purchase, in the amount of \$163,271.91, are available as follows, \$37,889.13 (Upfit cost) in Account No. 106-0101-54413 and \$125,382.78 (vehicle cost) 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:** \_\_\_\_\_  
**Clerk of Council**

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

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

**ORDINANCE NO. 208-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LISTING AND MARKETING AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS FOR THE SALE OF A 1997 PIERCE FIRE TRUCK FOR THE FIRE DEPARTMENT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Listing and Marketing Agreement with Brindlee Mountain Fire Apparatus for the sale of a 1997 Pierce Fire Truck for the Fire Department.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the amount not to exceed \$1,000.00, are available in Account No. 107-0110-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

ORD. 208-22

**BRINDLEE MOUNTAIN FIRE APPARATUS**  
**15410 Hwy 231 Union Grove AL 35175 • 256-776-7786 • Fax: 256-498-0924**

**Listing and Marketing Commission Agreement**

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of \_\_\_\_\_, 20\_\_\_\_:

Apparatus: \_\_\_\_\_ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: \_\_\_\_\_ ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: \_\_\_\_\_ ("Owner")

List Price: The price at which the Apparatus will be listed shall be \_\_\_\_\_, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$125,000.00; -
- 7% of the sales price if the subject Apparatus is sold for a price from \$125,000.00 to \$200,000.00; and -
- 5% of the sales price if the subject Apparatus is sold for a price above \$200,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Ohio. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Medina County, Ohio.

Agreed to by:

**Seller: Brindlee:**

City of Medina BRINDLEE MOUNTAIN FIRE APPARATUS, LLC [insert seller  
name above]

By: \_\_\_\_\_  
Name: Dennis Hanwell  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ORDINANCE NO. 209-22**

**AN ORDINANCE AMENDING ORDINANCE NO. 201-21,  
PASSED DECEMBER 13, 2021. (Amendments to 2022 Budget)**

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

**SEC. 1:** That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-53315	350.00 *
001-0420-54411	447.00 *
001-0707-56615	3,235,929.00 *
110-0313-56615	122,000.00 *
676-0746-56615	50,000.00 *
723-0983-56615	60,000.00 *
821-0230-56615	30,000.00 *
138-0460-56615	245,280.00 *
139-0460-56615	454,720.00 *
125-0451-56615	391,000.00 *
125-0453-56615	150,000.00 *
109-0659-56615	95,950.00 *
110-0314-56615	35,000.00 *
110-0315-56615	71,000.00 *
147-0659-56615	150,000.00 *
380-0688-56615	477,979.00 *
428-0201-56615	30,000.00 *
547-0650-56615	935,000.00 *
637-0920-56615	145,000.00 *
819-0220-56615	5,000.00 *
924-0930-56615	30,000.00 *
939-0430-56615	20,000.00 *
135-0130-52215	25,000.00 *
201-0645-56612	21,000.00 *
547-0650-50111	10,000.00 *
547-0650-54411	25,000.00 *
171-0743-52214	1,579.00
171-0410-53315	50,000.00
171-0743-52215	70,000.00
171-0610-54411	2,700.00

**SEC. 2:** That Ordinance No. 201-21, passed December 13, 2021, shall be amended by the following Reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
171-0110-53315	1,579.00
171-0743-52214	50,000.00
171-0743-52214	70,000.00
171-0743-52214	2,700.00

**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**

**ORDINANCE NO. 210-22**

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ROLLOVER CERTAIN OUTSTANDING ADVANCES.**

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

**SEC. 1:** That the Finance Director is hereby authorized to rollover the following outstanding advances:

- \$245,280 from the General Fund (#001) to the CDBG CHIP Fund (#138)
- \$454,720 from the General Fund (#001) to the HOME CHIP Fund (#139)
- \$391,000 from the General Fund (#001) to the CDBG Allocation Fund (#125)
- \$150,000 from the General Fund (#001) to the CDBG Allocation Fund (#125)
- \$95,950 from the General Fund (#001) to the Grants Fund (#109)
- \$106,000 from the General Fund (#001) to the ODNR State Grant Fund (#110)
- \$150,000 from the General Fund (#001) to the Fed Airport Grant Fund (#147)
- \$477,979 from the General Fund (#001) to the Grant Fund (#380)
- \$20,000 from the General Fund (#001) to the Special Assessment Project Fund (#428)
- \$10,000 from the General Fund (#001) to the Special Assessment Project Fund (#428)
- \$235,000 from the General Fund (#001) to the Airport Fund (#547)
- \$300,000 from the General Fund (#001) to the Airport Fund (#547)
- \$400,000 from the General Fund (#001) to the Airport Fund (#547)
- \$145,000 from the General Fund (#001) to the Agency Fund (#637)
- \$5,000 from the General Fund (#001) to the Cemetery Endowment Fund (#819)
- \$30,000 from the General Fund (#001) to the Law Library Fund (#924)
- \$20,000 from the General Fund (#001) to the Bd./Bldg Standards (#939)

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

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

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