

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 20-247-12/14 – Budget Amendments
- 20-248-12/14 – Advance Requests
- 20-249-12/14 – Amend Ord. 196-20 pertaining to CARES Act Funds
- 20-250-12/14 – Amend Code 133.01 – Association Memberships – Fire Dept.
- 20-251-12/14 – Change of Vendor from Noce Enterprises to Trumbull Industries – Water
- 20-252-12/14 – Expenditure Over \$25,000 – Jet-A Fuel
- 20-253-12/14 – Agreement w/ Montville Twp. for Fire Services 2021-2024
- 20-254-12/14 – Agreement w/ Medina Twp. for Fire Services 2021-2024
- 20-255-12/14 – State Bid Purchase, 2020 Dodge Journey – Building Dept.
- 20-255-12/14 – State Bid Purchase, 2021 Ford Explorer – Police Dept.

12/14/20

RCA 20 247-12/14

REQUEST FOR APPROPRIATION ADJUSTMENT

Type (Check one)	Administrative		#	2020-059
	Finance Committee			
	Council	X		

From Account #	To Account #	Amount	Transfer	Unappropriated Funds
001-0741-53322	ServiDir - Red.CF	5,262.00	10/7 Budget Hrg	
001-0743-50111	Pub Bldg. - Red.CF	6,086.00	10/9 Budget Hrg	
001-0742-50111	Engr. - Red.CF	14,460.00	"	
001-0742-52215	Engr. - Red.CF	10,000.00	"	
001-0742-52226	Engr. - Red.CF	10,000.00	"	

Explanation:
 Reductions to current year/carryforward from ~~5/18~~ Budget Hearing
 10/7/20

Department Head: Keith Dirham Date: 2020-12-04

Council/Comm Action Approved: Ord. # 214220
 Denied:
 Ret for explanation
 Ret to use existing

Clerk of Council
 Date
 Routing: Email to: kpatton@medinaoh.org
 Finance@medinaoh.org



Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 20-247-12/14
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2020-062
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		109-0658-54411		33,770.29		x
		147-0658-54411		216,922.10		x
			Total increases to fund:	250,692.39		
			Total reductions to fund:			
			Total transfers within fund:			

to cover
negative
to cover
negative

EXPLANATION:

Appropriations needed for various items - see notes on the side.

DEPARTMENT HEAD: LB _____

DATE: 12/8/2020

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 214-20

CLERK OF COUNCIL/DATE

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

RCA 20-247-12/14

Finance

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2020-060
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	
		001-0707-56615		45,000.00		x	advances
		139-0458-52215		12,780.00		x	to cover negative
		625-0915-59928		100,000.00		x	to cover negative
		902-0355-52214		230.00		x	bicentennial books
		723-0983-56612		25,000.00		x	to cover negative
		170-0730-50111	new app	2,383.00		x	crf interest earned
		170-0743-53322	new app	8,014.34		x	CRF redistribution
001-0742-54417		001-0742-52215		8,000.00	x		cover negatives
001-0742-54417		001-0742-52226		8,000.00	x		cover negatives
109-0670-56615		109-0658-56615		14,950.00	x		cover negatives
138-0458-52214		138-0458-50111		2,500.00	x		cover negatives
167-0705-52226		167-0705-51121		1,000.00	x		cover negatives
167-0705-53315		167-0705-50111		5,000.00	x		cover negatives
170-0101-53315		170-0101-50111		38,991.21	x		CRF funds
170-0110-51124		170-0110-50111		471.22	x		
170-0110-53313		170-0110-50111		1,358.01	x		
170-0110-53315		170-0110-50111		15,215.00	x		
170-0350-51124		170-0350-53311		27.98	x		
170-0350-51124		170-0350-53321		2,250.00	x		
170-0350-51124		170-0351-50111		653.00	x		
170-0350-51124		170-0351-53315		370.23	x		
170-0350-51124		170-0351-53322		724.91	x		
170-0420-53322		170-0101-50111		47,967.72	x		
170-0430-53315		170-0101-50111		46,175.00	x		



Ord 214-20
Exh. A

170-0531-53313		170-0101-50111		48,800.00	x	
170-0610-53313		170-0101-50111		7,708.60	x	
170-0610-53313		170-0541-53313		9.00	x	
170-0610-53313		170-0543-51124		193.50	x	
170-0610-53313		170-0543-53313		1,055.24	x	
170-0610-53313		170-0543-53315		180.10	x	
170-0610-53313		170-0610-50118		5.60	x	
170-0701-53315		170-0703-50111		567.21	x	
170-0701-53315		170-0703-50112		81.20	x	
170-0703-53313		170-0101-50111		11,028.08	x	
170-0703-53313		170-0703-50112		921.92	x	
170-0703-53315		170-0101-50111		81.20	x	
170-0703-53315		170-0301-50111		151.42	x	
170-0703-53315		170-0707-52225		24.76	x	
170-0707-50111		170-0101-50111		52,557.47	x	
170-0707-50111		170-0102-50111		42,443.70	x	
170-0707-50111		170-0110-50111		8,639.20	x	
170-0707-50111		170-0190-51124		3,237.00	x	
170-0707-50111		170-0707-52225		139.22	x	
170-0707-50111		170-0707-52225		24.58	x	
170-0707-50112		170-0110-50111		2,761.43	x	
170-0707-50118		170-0110-50111		5.60	x	
170-0707-51124		170-0110-50111		20,000.00	x	
170-0707-53313		170-0707-53315		8,300.00	x	
170-0708-53315		170-0110-50111		1,486.37	x	
170-0708-53315		170-0351-53322		91.25	x	
170-0708-53315		170-0358-53315		50.02	x	
170-0708-53315		170-0705-53313		310.99	x	
170-0708-53315		170-0705-53315		7,683.08	x	
170-0730-53315		170-0730-50112		150.00	x	
170-0743-54413		170-0705-53315		15,963.13	x	
170-0743-54413		170-0705-53321		2,828.00	x	
170-0743-54413		170-0705-53322		1,300.00	x	

170-0743-54413		170-0707-52215		2,200.00	x	
170-0743-54413		170-0707-52225		2,708.87	x	
170-0748-53315		170-0301-50111		12.38	x	
170-0748-53315		170-0707-52225		2,102.57	x	
170-0748-53315		170-0730-50111		7,258.43	x	
170-0748-53315		170-0730-50112		1,571.16	x	
170-0748-53315		170-0741-50111		2,134.08	x	
170-0748-53315		170-0743-50111		2,939.80	x	
170-0748-53315		170-0743-50112		37.15	x	
170-0748-53315		170-0743-53313		5,534.76	x	
170-0748-53315		170-0743-53315		1,593.09	x	
170-0748-53315		170-0743-53322		98.23	x	
170-0748-53315		170-0743-53322		14.34	x	
170-0748-53315		170-0746-53313		752.01	x	
170-0748-53315		170-0748-50111		4,560.00	x	
170-0748-53315		170-0748-56633		174,450.00	x	
			Total increases to fund:	193,407.34		
			Total reductions to fund:			
			Total transfers within fund:	640,400.02		

EXPLANATION:

Appropriations needed for various items - see notes on the side.

DEPARTMENT HEAD: LB

DATE: 12/8/2020

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
 DENIED: _____
 RETURNED FOR EXPLANATION: _____
 RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 214.20

CLERK OF COUNCIL/DATE

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

REQUEST FOR COUNCIL ACTION

No. PCA 20-248-12/14
Committee: Finance

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: November 17, 2020
SUBJECT: Advance Request

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
General Fund (#001)	Agency Fund #637	\$145,000	To cover shortfall in fund
General Fund (#001)	Developer Deposits #723	\$60,000	To cover shortfall in fund
General Fund (#001)	Cemetery Endowment #819	\$5,000	To cover shortfall in fund
General Fund (#001)	Cemetery Improvement #821	\$30,000	To cover shortfall in fund
General Fund (#001)	Law Library Fund #924	\$30,000	To cover shortfall in fund
General Fund (#001)	Bd / Bldg Standards #939	\$20,000	To cover shortfall in fund

These advances (loans) are necessary to cover shortfalls until the funds can repay.

Estimated Cost: \$290,000 from the General Fund. General Fund to be reimbursed once funds are able to cover the shortfall.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.: \$290,000 increase to account 001-0707-56615
Refer to Appropriation Adjustment #2020-055 and 2020-060

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Ord. 215-20
12-14-20

REQUEST FOR COUNCIL ACTION

No. RCA 20-249-12/14

Committee: Finance + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: December 8, 2020
SUBJECT: Revise Ord 196-20

SUMMARY AND BACKGROUND:

The Finance Department requests Council to amend Ordinance 196-20 authorizing the use of the Cares Act Funds as follows:

SEC 1: That the Finance Director is authorized to cause the transfer from Medina's local coronavirus relief fund to Medina's police and fire funds in an amount not to exceed **\$346,000.00**.

SEC 2: That the Finance Director is authorized to cause the transfer from Medina's local coronavirus relief fund to Medina's **various funds** in an amount not to exceed \$260,194.94.

SEC 4: That the Finance Director is authorized to cause the transfer from Medina's local coronavirus relief fund to Medina's **various funds** to cover unemployment compensation expenses caused by the COVID-19 pandemic and state of emergency in an amount not to exceed \$10,670.75.

Estimated Cost: Refer to above

Suggested Funding:

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: **Yes**

Reason:

*Per GH 12-9-20
add whereas:
It is necessary to amend
Sections 1, 2 and 3 of
this Ordinance due to
an increase in the
amount of funds
received.*

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*Ord. 219-20
12-14-20*

ORDINANCE NO. 196-20**AN ORDINANCE AUTHORIZING THE USE OF CARES ACT FUNDS TO COVER CERTAIN PAYROLL COSTS, UNEMPLOYMENT COMPENSATION, AND LEGAL EXPENSES RELATED THERETO; AND DECLARING AN EMERGENCY**

WHEREAS: COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread between individuals who are in close contact with each other through respiratory droplets and various other means;

WHEREAS: On March 9, 2020, Governor Mike DeWine declared a State of Emergency in Executive Order 2020-01D in order to protect the welfare of citizens of Ohio from the dangerous effects of COVID-19;

WHEREAS: On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, in part, established the coronavirus relief fund under 42 U.S.C. §801 and appropriated 150 billion dollars of direct payments to states, tribal governments, and units of local government;

WHEREAS: On June 19, 2020, Governor Mike DeWine signed into law House Bill 481 which authorizes distribution of federal coronavirus relief fund money to eligible counties, townships, and municipal corporations in Ohio;

WHEREAS: The City of Medina (“Medina”) is the recipient of federal coronavirus relief fund money;

WHEREAS: The CARES Act and H.B. 481 require that recipients of federal coronavirus relief funds must use the relief funds to cover only those costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19, were not accounted for in the budget most recently approved as of March 27, 2020 for the unit of government, and were incurred during the period between March 1, 2020 and December 30, 2020;

WHEREAS: Personnel from Medina’s Police and Fire departments (“Police and Fire Personnel”) provide police and fire services to Medina’s residents;

WHEREAS: Since March 1, 2020, Police and Fire Personnel have responded to calls from residents in connection with the spread and transmission of COVID-19 within the community;

WHEREAS: Police and Fire Personnel have spent additional time during their course and scope of their employment to enforce COVID-19 related public health orders, and to sanitize, disinfect, and clean shared spaces, vehicle interiors and other high-touch areas in order to curb the transmission of COVID-19;

WHEREAS: This Council determines that Police and Fire Personnel are employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;

WHEREAS: This Council further determines that covering \$290,990.00 in payroll costs paid to Police and Fire Personnel since March 1, 2020 with CARES Act funds is a necessary expenditure due to the public health emergency with respect to COVID-19 because Police and Fire Personnel are employees whose services are substantially dedicated to mitigating or responding to COVID-19;

WHEREAS: Medina employees other than Police and Fire Personnel have had to perform functions during the course and scope of their employment in order to respond to or mitigate the public health emergency with respect to COVID-19;

WHEREAS: The functions performed by Medina employees other than Police and Fire Personnel include, but are not limited to, cleaning, sanitizing, and disinfecting Medina property, communicating COVID-19-related messages to residents, and performing additional tasks necessary to comply with COVID-19 public health orders;

WHEREAS: This Council further determines that covering \$260,194.94 in payroll costs paid to Medina employees other than Police and Fire Personnel since March 1, 2020 with CARES Act funds is a necessary expenditure due to the public health emergency with respect to COVID-19 because those Medina employees other than Police and Fire Personnel have performed several functions in order to curb the spread and transmission of COVID-19 in the workplace and in the larger community;

WHEREAS: Medina has incurred up to \$6,500.00 in legal expenses associated with its administration and response to COVID-19 and its widespread impact on the community;

WHEREAS: This Council further determines that the cost incurred in connection with Medina's receipt of legal counsel is a necessary expenditure due to the public health emergency with respect to COVID-19 in order to ensure Medina's compliance with COVID-19-related legislation and orders;

WHEREAS: Due to the public health emergency with respect to COVID-19, Medina had to terminate the employment of certain employees who later received unemployment compensation in an aggregate amount of \$10,670.75;

WHEREAS: This Council further determines that covering the aggregate amount of \$10,670.75 in unemployment compensation paid to former Medina employees is a necessary expenditure due to the public health emergency with respect to COVID-19 because of the economic harm caused by the spread of COVID-19, which subsequently necessitated the termination of certain employees;

WHEREAS: This Council further determines that all expenditures authorized in this Resolution to be made with CARES Act funds were not accounted for in the budget most recently approved as of March 27, 2020, and the costs will be incurred between March 1, 2020 and December 30, 2020.

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

SEC. 1: That the Finance Director is authorized to cause the transfer from Medina’s local coronavirus relief fund to Medina’s police and fire fund an amount not to exceed \$290,990.00.

SEC. 2: That the Finance Director is authorized to cause the transfer from Medina’s local coronavirus relief fund to Medina’s general fund an amount not to exceed \$260,194.94.

SEC. 3: That up to \$6,500.00 is authorized to be made available from Medina’s local coronavirus relief fund to cover special legal expenses incurred in response to the COVID-19 public health emergency.

SEC. 4: That the Finance Director is authorized to cause the transfer from Medina’s local coronavirus relief fund to Medina’s general fund to cover unemployment compensation expenses caused by the COVID-19 pandemic and state of emergency in an amount not to exceed \$10,670.75.

SEC. 5: 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. 6: 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 that House Bill 614 passed by the General Assembly and signed into law by Governor Mike DeWine requires that Medina return the unencumbered balance of CARES Act funds within the City’s local coronavirus relief fund on or before November 20, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: November 9, 2020

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 10, 2020

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

No. RCA 20-250-12/14

FROM: Fire Chief Painter
DATE: 11-24-20
SUBJECT: Amend 133.01 Association Memberships

Committee Finance

SUMMARY AND BACKGROUND:

Request for council to amend the codified ordinances 133.01 – Association Memberships to allow Charles Bohland’s yearly membership (2020-2021) to Ohio Association of Emergency Vehicle Technicians.

Suggested Funding: \$10.00

- Sufficient funds in Account No. 107-0110-5221
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

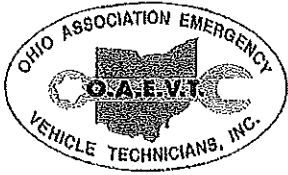
Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



Ohio Association of Emergency Vehicle Technicians

P.O. Box 303 · Avon, OH 44011

INVOICE FOR MEMBERSHIP DUES

DATE: October 2, 2020

TO: Charles Bohland
City of Medina
3565 Erhart Rd
Litchfield, OH 44253

Fire

This letter is to notify you that your membership dues for the Ohio Association of Emergency Vehicle Technicians are now due for calendar year October 2020 to October 2021. Please return a copy of the invoice for proper credit.

ITEM	QTY	DESCRIPTION	PER UNIT	TOTAL
1	1	2020-2021 Membership Dues	\$10.00	\$10.00
			AMOUNT DUE	\$10.00

PO# _____ Line # _____

Partial _____ Complete _____

Date: _____

Approved: _____

Payment due by November 30, 2020.

This will be the only invoice notice you receive so please
act now

To avoid a lapse in membership and to continue to remain an active member, please send payment by the due date to: **O.A.E.V.T., PO Box 303, Avon OH 44011**

If contact person's mailing address or phone number has changed in the past year, indicate changes below.

O.A.E.V.T. SAFETY THROUGH EDUCATION AND TRAINING
GO TO - OAEVT.ORG

RCA 20-251-12/14
Finance

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

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

Date: 11/24/2020


Department: Service/Water

Amount: \$17,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 513-0533-52215

Vendor: Trumbull Industries/ CHANGE OF VENDOR

Department Head/Authorized Signature: 

Item/Description:

Change of Vendor From Noce Enterprises to Trumbull Industries /Awarded on 11/23/2020 {BOC}

Inserta Valve 12' installation at Rt. 57 and Strubridge Dr.

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

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

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

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

Thank you.

REQUEST FOR COUNCIL ACTION

No. PCA 20-252-12/14
Committee: Finance

FROM: Keith H. Dirham, Finance Director
DATE: December 8, 2020
SUBJECT: Expenditure greater than \$25,000 – Jet-A Fuel

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize an expenditure not to exceed \$66,500 to EPIC Aviation LLC for the purchase of Jet-A fuel at the Medina Municipal Airport during 2021. NOTE: Through November 2020, the City paid EPIC Aviation \$37,632.46 for Jet-A fuel.

- Estimated Cost: \$66,500
 Suggested Funding: Medina Municipal Airport Fund
- sufficient funds in Account No. 547-0650-53314
 - transfer needed from Account No. to Account No.
 - NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*OK
26 Hansen
12/8/2020*

REQUEST FOR COUNCIL ACTION

No. RCA 20-253. 12/14

FROM: Fire Chief Painter

Committee Finance

DATE: 12-8-20

SUBJECT: MFD Agreement (2021-2024) with Montville Township

SUMMARY AND BACKGROUND:

Request for council to approve fire service agreement (2021-2024) with Montville Township.

Subj. to Law Director Final approval

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MONTVILLE TOWNSHIP

This Agreement is made and concluded at Medina, Ohio by and between the City of Medina (hereafter "Medina") and the Township of Montville (hereafter "Montville") in accordance with Ohio Revised Code 9.60.

INTRODUCTION

Medina operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to Montville. The parties enter into this fire protection agreement to replace all former fire protection agreements. The parties agree that their relationship pursuant to this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The Medina Fire Department shall respond to all fire alarms generated as a result of fires in Montville with the equipment and personnel deemed necessary and appropriate by Medina, and to select EMS calls as approved by the Medina Hospital Medical Director. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will Medina be in default of this Agreement if Medina is not able to effectively combat a fire in Montville for any reason whatsoever, provided Medina has used its best efforts, given all of the circumstances, to combat the fire or provide rescue.
2. In accordance with Ohio Revised Code 9.60(E), Chapter 2744 of the Revised Code, as it is applicable to the operations of Medina and The Medina Fire Department shall apply to this agreement.
3. The effective date of this Agreement shall be January 1, 2021 and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2024.
4. This agreement covers current staffing Monday thru Friday, 8 a.m. until midnight. This does not include weekend staffing or midnight to 8 a.m. staffing.
5. The Township agrees to pay the City for services as provided herein.

2021 - \$229,466	2022 - \$268,722	2023 - \$275,648	2024 - \$279,411
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6. Medina shall invoice Montville for the service fee in the month of January for each given year. Montville shall have thirty (30) days to pay the fees as invoiced by Medina.
7. Medina shall at no additional fee provide the following administrative services:
 - (a) Fire inspections, enforcement of fire codes, review of plans for new construction projects and consultation with builders and developers, including participation in the Medina County Planning Commission meetings dealing with proposed new developments in Montville.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or Montville.
 - (c) Assist in the development of a community relations program, including the following topics:
 - i. Public awareness and cooperation to manage the fire risk.
 - ii. Promote community understanding of the fire department.
 - iii. Fire safety education.
 - (d) Provide Montville with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.
 - (e) Work with Montville in updating its Disaster Plan to identify the kinds of protection needed in the future.
 - (f) Fire hydrant inspections shall remain the sole responsibility of the Medina County Sanitary Engineer and/or the City of Medina Fire Department.
 - (g) Furnish Montville with written quarterly reports outlining all fire suppression and fire prevention activities in Montville for the preceding quarter.
 - (h) The Medina Fire Chief will appear before the Montville Township Trustees as requested by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Montville Township Trustees.
8. It is understood and agreed by the parties that Medina has sole, exclusive control of its Fire Department budget. Montville may present budget suggestions to Medina prior to completion of the budgeting process. Further, Medina will furnish to Montville a five (5) year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment and facilities.
9. Recognizing that demands for services and that the cost of services change over time, Medina and Montville agree that should either party feel that conditions of the contract are no longer to their advantage, either may notify the other of a desire to renegotiate this contract. The parties specifically recognize that if either party has a fire department that becomes full time, partial full time, or a part of a fire district, this contract will, in fact, be renegotiated. If either party terminates this contract, the Service Fee will be prorated up to the point of termination with Montville being reimbursed for the amount of the Stand-by Fee not used after the date of termination of this contract.
10. This Agreement does not address, cover, or in any way relate to or involve fees and monies charged for police and/or fire dispatch responsibilities or duties, but the fee will cover fire dispatch.

11. Medina and Montville shall each maintain general liability insurance coverage in the aggregate amount of not less than \$4,000,000.00, with limits of no less than \$1,000,000.00 per incident, to cover liabilities associated with performance of duties under this agreement.
12. Either party may terminate this Agreement during its terms or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.
13. This Agreement and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Montville Township Trustees and by the Council of the City of Medina.
14. Any notice required by this Agreement shall be submitted to the parties as follows:

CITY OF MEDINA
Attn: Mayor
132 North Elmwood Avenue
Medina, OH 44256

MONTVILLE TOWNSHIP
c/o Township Fiscal Officer
6665 Wadsworth Road
Medina, OH 44256

Copies of all notices required by this Agreement shall be sent to:

CITY OF MEDINA
Attn: Fire Chief
300 W. Reagan Parkway
Medina, OH 44256

cc: MEDINA COUNTY PROSECUTOR
72 Public Square
Medina, OH 44256

15. This Agreement shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Agreement shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this _____ day of _____, 2020.

CITY OF MEDINA

Witness

By: _____
MAYOR DENNIS HANWELL

Witness

BOARD OF TRUSTEES OF
MONTVILLE TOWNSHIP
By: _____
By: _____
By: _____

As authorized by Resolution No. _____

Approved to as form

GREGORY A. HUBER, Law Director
City of Medina

MICHAEL K. LYONS
Assistant Medina County Prosecuting Attorney

* CURRENT STAFFING (MON-FRI 8 AM-MIDNIGHT)

2021 - \$1,325,162 Operating Costs		
CITY	55%	\$728,839
MEDINA TWP.	25%	(\$331290.5) \$286,389
MONTVILLE	20%	(\$265032.4) \$229,466
2022 - \$1,343,613 Operating Costs		
CITY	55%	\$738,987
MEDINA TWP.	25%	\$335,903
MONTVILLE	20%	\$268,722
2023 - \$1,378,244 Operating Costs		
CITY	55%	\$758,034
MEDINA TWP.	25%	\$344,561
MONTVILLE	20%	\$275,648
2024 - \$1,397,059 Operating Costs		
CITY	55%	\$768,382
MEDINA TWP.	25%	\$349,264
MONTVILLE	20%	\$279,411

**11/18/2020

EXPANDED WEEKEND STAFFING (SAT-SUN 8AM-MIDNIGHT)

Expanded Staffing Costs				TOTAL
CITY	55%	\$88,000		\$816,839
MEDINA TWP.	25%	\$40,000	(\$371290)	\$324789
MONTVILLE	20%	\$32,000	(\$297032)	\$259866
Expanded Staffing Costs				
CITY	55%	\$88,000		\$826,987
MEDINA TWP.	25%	\$40,000		\$375,903
MONTVILLE	20%	\$32,000		\$300,722
Expanded Staffing Costs				
CITY	55%	\$88,000		\$846,034
MEDINA TWP.	25%	\$40,000		\$384,561
MONTVILLE	20%	\$32,000		\$307,648
Expanded Staffing Costs				
CITY	55%	\$88,000		\$856,382
MEDINA TWP.	25%	\$40,000		\$389,264
MONTVILLE	20%	\$32,000		\$311,411

OK
RCA
12/8/2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-254-12/14

FROM: Fire Chief Painter

Committee Finance

DATE: 12-8-20

SUBJECT: MFD Agreement (2021-2024) with Medina Township

SUMMARY AND BACKGROUND:

Request for council to approve fire service agreement (2021-2024) with Medina Township.

Subject to Law Director final approval

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

CONTRACT FOR FIRE SERVICES
BETWEEN THE CITY OF MEDINA AND
MEDINA TOWNSHIP

This Agreement is made and concluded at Medina, Ohio by and between the City of Medina (hereinafter "the City") and the Township of Medina (hereinafter "the Township"), jointly, "the Parties" in accordance with Ohio Revised Code 9.60.

INTRODUCTION

The City operates a Fire Department (hereafter "Medina Fire Department"), and by agreement, has provided fire protection services to the Township. The parties enter into this fire protection agreement to replace all former fire protection agreements. The parties agree that their relationship pursuant to this Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

1. The Medina Fire Department shall respond to all fire alarms generated as result of fires in the Township with the equipment and personnel deemed necessary and appropriate by the City, and to select EMS calls as approved by the Medina Hospital Medical Director. Medina will respond with equipment and personnel as expeditiously as possible under the circumstances. In no event will Medina be in default of this Agreement or if Medina is not able to effectively combat a fire in Medina Township for any reason whatsoever, provided Medina has used its best efforts, given all of the circumstances, to combat the fire or provide rescue.
2. In accordance with Ohio Revised Code 9.60(E), Chapter 2744 of the Revised Code, as it is applicable to the operations of Medina and The Medina Fire Department shall apply to this agreement.
3. The effective date of this Agreement shall be January 1, 2021 and shall continue in full force and effect, unless terminated as otherwise provided for in this Agreement, until December 31, 2024.
4. This agreement covers current staffing Monday thru Friday, 8 a.m. until midnight. This does not include weekend staffing or midnight to 8 a.m. staffing.
5. The Township agrees to pay the City for services as provided herein.

2021 - \$286,389	2022 - \$335,903	2023 - \$344,561	2024 - \$349,264
------------------	------------------	------------------	------------------

Medina shall invoice The Township for service fees in the month of January for each given year. The Township shall have thirty (30) days to pay the fees as invoiced by Medina.

6. The City shall have complete use of all fire apparatus and its deployment. The City will maintain the equipment with the understanding that any major repairs (\$5,000 or more) and/or replacement shall occur only by agreement between the City and the Township as to the necessity of cost and if repair or replacement is needed. The Township may (at their expense) have a third party inspection made of said equipment on an annual basis. The Township agrees to set aside reasonable funds to replace the fire apparatus and equipment as is reasonable. The City agrees to create a spreadsheet of anticipated replacement years for the fire trucks.

Township stations located on Nettleton and Huffman Roads may be utilized by the City during the duration of this agreement. The Township shall be responsible for maintenance and repair of the stations and associated real property unless damages or need for maintenance to the station building and/or real property is caused by the City's negligence or negligent operation during use of the facility. Said maintenance shall include all utilities, cleaning and operating supplies.

7. Medina shall at no additional fee provide the following administrative services:

- (a) Fire inspections, enforcement of fire codes, review of plans for new construction projects and consultation with builders and developers, including participation in the Medina County Planning Commission meetings dealing with proposed new developments in The Township.
 - (b) Inspect residential properties to identify circumstances of risk to life or property at the request of the property owner or the Township.
 - (c) Assist in the development of a community relations program, including the following topics:
 - i. Public awareness and cooperation to manage the fire risk.
 - ii. Promote community understanding of the fire department.
 - iii. Fire safety education.
 - (d) Provide the Township with the necessary expertise and the services in the handling of hazardous material emergencies and other disasters.
 - (e) Work with the Township in updating its Disaster Plan to identify the kinds of protection needed in the future.
 - (f) Fire hydrant inspections shall remain the sole responsibility of the Medina County Sanitary Engineer and/or the City of Medina Fire Department.
 - (g) Furnish the Township with written monthly reports outlining all Incident response and fire prevention activities in the Township for the preceding month.
 - (h) The Medina Fire Chief will appear before the Township Trustees as requested for cause, by the Trustees at a Trustee meeting and give an oral report of activities as requested by the Medina Township Trustees. This does not require the Chief to attend all township meetings.
8. It is understood and agreed by the parties that Medina has sole, exclusive control of its Fire Department budget. The Township may present budget suggestions to Medina prior to completion of the budgeting process. Further, Medina will furnish to the Township a five (5)

year, non-binding plan outlining what the Medina Fire Department would like to accomplish with regard to personnel, equipment and facilities.

9. Recognizing that demands for services and that the cost of services change over time, Medina and the Township agree that should either party feel that conditions of the contract are no longer to their advantage, either may notify the other of a desire to renegotiate this contract. The parties specifically recognize that if either party has a fire department that becomes full time, partial full time, or a part of a fire district, this contract will, in fact, be renegotiated. If either party terminates this contract, the Service Fee will be prorated up to the point of termination with the Township being reimbursed for the amount of the Service Fee not used after the date of termination of this contract.
10. This Agreement does not address, cover, or in any way relate to or involve fees and monies charged for police and/or fire dispatch responsibilities or duties, but the fee will cover fire dispatch.
11. Medina and Medina Township shall each maintain general liability insurance coverage in the aggregate amount of not less than \$4,000,000.00, with limits of no less than \$1,000,000.00 per incident, to cover liabilities associated with performance of duties under this agreement.
12. Either party may terminate this Agreement during its terms or any extension thereof upon duly authorized advance, written notice to the other party. Such termination shall be effective the last day of the sixth (6th) full month after receipt of notice.
13. This Agreement and any notices provided for herein are expressly contingent upon the passage of approving legislation by the Medina Township Trustees and by the Council of the City of Medina.
14. Any notice required by this Agreement shall be submitted to the parties as follows:

CITY OF MEDINA
Attn: Mayor
132 North Elmwood Avenue
Medina, OH 44256

MEDINA TOWNSHIP
c/o Township Fiscal Officer
3799 Huffman Road
Medina, OH 44256

Copies of all notices required by this Agreement shall be sent to:

CITY OF MEDINA
Attn: Fire Chief
300 W. Reagan Parkway
Medina, OH 44256

cc:

15. This Agreement shall be construed under the laws of the State of Ohio. It contains the entire agreement of the parties. No modification of this Agreement shall be effective unless duly approved in writing by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers on this _____ day of _____, 2020.

CITY OF MEDINA

Witness

By: _____
MAYOR DENNIS HANWELL

Witness

BOARD OF TRUSTEES OF
MEDINA TOWNSHIP
By: _____
By: _____
By: _____

As authorized by Resolution No. _____

Approved to as form

GREGORY A. HUBER, Law Director
City of Medina

Attorney for Medina Township

* CURRENT STAFFING (MON-FRI & AM-MIDNIGHT) *

2021 - \$1,325,162 Operating Costs		
CITY	55%	\$728,839
MEDINA TWP.	25%	(\$331,290.5) \$286,389
MONTVILLE	20%	(\$265,032.4) \$229,466
2022 - \$1,343,613 Operating Costs		
CITY	55%	\$738,987
MEDINA TWP.	25%	\$335,903
MONTVILLE	20%	\$268,722
2023 - \$1,378,244 Operating Costs		
CITY	55%	\$758,034
MEDINA TWP.	25%	\$344,561
MONTVILLE	20%	\$275,648
2024 - \$1,397,059 Operating Costs		
CITY	55%	\$768,382
MEDINA TWP.	25%	\$349,264
MONTVILLE	20%	\$279,411

EXPANDED WEEKEND STAFFING (SAT-SUN 8AM-MIDNIGHT)

Expanded Staffing Costs		TOTAL
CITY	55%	\$88,000
MEDINA TWP.	25%	\$40,000 (\$371,290) \$324,789
MONTVILLE	20%	\$32,000 (\$297,032) \$259,866
Expanded Staffing Costs		
CITY	55%	\$88,000
MEDINA TWP.	25%	\$40,000
MONTVILLE	20%	\$32,000
		\$375,903
		\$300,722
Expanded Staffing Costs		
CITY	55%	\$88,000
MEDINA TWP.	25%	\$40,000
MONTVILLE	20%	\$32,000
		\$384,561
		\$307,648
Expanded Staffing Costs		
CITY	55%	\$88,000
MEDINA TWP.	25%	\$40,000
MONTVILLE	20%	\$32,000
		\$856,382
		\$389,264
		\$311,411

**11/18/2020

OK for amendment
12-9-2020

REQUEST FOR COUNCIL ACTION

No. RCA 20-255-12/14
Committee: Finance

FROM: Dan Gladish, Chief Building Official

DATE: December 9, 2020

SUBJECT: Vehicle Purchase – Zoning/Property Maintenance Vehicle

SUMMARY AND BACKGROUND:

Respectfully request authorization by Council:
To purchase through the "State of Ohio Cooperative Purchasing Program" (State Bid #78494) from "Fred Martin Superstore" a **2020** Dodge Journey Compact FWD Sport Utility Vehicle" for the "Zoning and Property Maintenance Inspection Department".

As previously and currently approved in the 5-year budget process plan for future vehicle replacements.
There currently is \$37,230.00 in the vehicle purchase carry forward fund. General Fund – Building Inspections Department - 001-0430 line item 54417.

Estimated Cost: Not to Exceed \$22,000.00 – Actual Bid Cost \$21,498.00 (see attachments).

Suggested Funding:

- Sufficient funds in Account No. 001-0430-54417
- Transfer needed from Account No. – N/A
- To Account No. – N/A
- NEW APPROPRIATION needed in Account No. – N/A

Emergency Clause Requested: No

COUNCIL USE ONLY:

Committee Action/Recommendation: Ord./Res.

Council Action Taken: Date:

RETAIL BUYERS WORKSHEET



Fred Martin

FRED MARTIN SUPERSTORE
3195 Barber Road, Barberton, OH 44203
330-753-4444 fredmartinsuperstore.com

DEAL NO. _____

DATE 11/11/2020

PURCHASER City Of Medina HOME PHONE (330)441-8035 WORK PHONE _____

ADDRESS 132 North Elmwood CITY Medina STATE OH ZIP 44256

COUNTY Medina SALES ASSOCIATE Joseph Pekar EMAIL ADDRESS dgladish@medinaoh.org

I hereby agree to purchase the vehicle described below from Dealer under the terms and conditions specified. Delivery is to be made on November 11 Year, 2020 or upon receipt by Dealer if on order.

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK SPORT UTILITY DEMONSTRATOR FACTORY OFFICIAL CAR RENTAL VEHICLE AS FOLLOWS:

Stock # MEDINA1	Year 2020	Make Dodge	Model Journey	Body Style 4d SUV FWD SE 2.4L Value
Color	Interior	Serial Number 3C4PDCAB8LT278494		
ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS <u>0</u> MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.	NEGATIVE EQUITY: I am aware the balance owed on my trade-in/lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity be included in the cash price of the vehicle.		CASH PRICE OF VEHICLE	\$ 21,213.00
			ACCESSORIES	\$ N/A
CONTROL #			CASH PRICE (INCLUDING ACCESSORIES)	\$ 21,213.00
TRADE-IN DESCRIPTION:			DOCUMENTARY SERVICE CHARGE	\$ 250.00
Year	Make	Model		
Body Style	Mileage	Stock #		
Serial #			SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ N/A
UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> THE BALANCE OWED TO TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.			SUBTOTAL	\$ 21,463.00
			OHIO SALES TAX AT <u>0.00</u> %	\$ N/A
I have read and understand the Jury Waiver provision on the reverse side of this Agreement and the separate Agreement to Arbitrate which is incorporated by reference into this Agreement.			TITLE/FILING FEES	\$ 35.00
			TOTAL CASH PRICE	\$ 21,498.00
REMARKS: SEE ATTACHMENTS			TRADE-IN ALLOWANCE	\$ N/A
			LESS: PAYOFF - Any amount over is purchaser's responsibility	\$ N/A
			EQUITY TRADE-IN	\$ N/A
			CASH DEPOSIT/CREDIT	\$ N/A
			CASH ON DELIVERY	\$ N/A
			REBATE	\$ N/A
			TOTAL DOWN PAYMENT	\$ N/A
			UNPAID BALANCE OF CASH PRICE	\$ 21,498.00
DOCUMENTARY SERVICE CHARGE: This fee is charged to compensate the Dealership for providing administrative and documentary services and for costs incurred in carrying out the requirements of applicable federal and state laws.			DEALER ASSISTED FINANCING: If we assist you to obtain financing for the transaction, we may receive a fee or other compensation from the lender.	

SEE ATTACHED SHEET

\$ 26,463.00

- 5,250.00 FLEET DISCOUNT

\$ 21,213.00

250.00 - DOCUMENTARY SERVICE CHARGE

35.00 - TITLE FILING FEE

\$ 21,498.00

SIGNED: _____ DATE 11/11/2020

ACCEPTED BY PURCHASER

DATE

FRED MARTIN SUPERSTORE
 3195 BARBER RD
 NORTON, OH 442031011

Priced Order Confirmation (POC)

Zafz

Date Printed: 2020-11-11 1:14 PM VIN: 3C4PDCABXLT278495 Quantity: 01
 Estimated Ship Date: 2020-12-02 1:59 AM VON: 47220437 Status: D1 - Gateline: plant has sequenced the unit for production, estimated ship date assigned
 Date Ordered: 2020-10-15 11:49 AM Ordered By: S91856F

Sold to:
 FRED MARTIN SUPERSTORE (26453)
 3195 BARBER RD
 NORTON, OH 442031011

Ship to:
 FRED MARTIN SUPERSTORE (26453)
 3195 BARBER RD
 NORTON, OH 442031011

Vehicle: 2020 JOURNEY SE VALUE (FWD) (JCDH49)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	JCDH49	JOURNEY SE VALUE (FWD)	23,675	23,437
Package:	22B	Customer Preferred Package 22B	0	0
	ED3	2.4L I4 DOHC 16V Dual VVT Engine	0	0
	DFF	4-Speed Automatic VLP Transmission	0	0
Paint/Seat/Trim:	PW3	Vice White	0	0
	APA	Monotone Paint	0	0
	*E7	Prem Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	NAA	Federal Emissions	0	0
	YGN	4 Additional Gallons of Gas	0	10
	5N6	Easy Order	0	0
Non Equipment:	4EX	Sales Tracking	0	0
	AJY		1,690	1,521
Group Funds:	T15	CLEVELAND WEST-DAA	0	0
	B15	CLEVELAND WEST PPA/EB/PF	0	0
Destination Fees:			1,495	1,495

HB: 760 Total Price: 26,860 26,463
 FFP: 26,273
 EP: 25,340

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 4-Dealer Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:

Instructions:

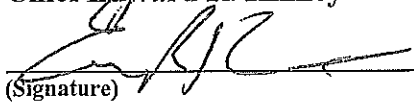
FLEET DISCOUNT \$5,250
\$21,213 + FEES
\$250.00 DOCUMENT FEE
\$35.00 TITLE FILING FE
\$21,498.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

REQUEST FOR COUNCIL ACTION

No. RCA 12-556-12/14

**From: POLICE DEPARTMENT
Chief Edward R. Kinney**


(Signature)

Committee Finance
Mayor's Initials: _____

Guidelines: See information on back of form

Date: 12/9/20

Subject: New 2021 Cruiser State Bid #RS901720

Summary and Background: Request for Medina Police Department to purchase a 2021 Ford Explorer from Lebanon Ford.

Estimated Cost: \$32,023.40

Suggested Funding: 106-0101-5447

Sufficient Funds in Account: Appropriation adjustment to be made from 106-0101-51011

Transfer Needed From: 106-0101-50111 **To:** 106-0101-54417

New Appropriation Needed: N/A

Account No:

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:

state bid # RS901720

Cincyautos, Inc. D.B.A.

LEBANON FORD
VEHICLE PURCHASE CONTRACT
AND/OR DEPOSIT RECEIPT

Phone: (866) 427-5575

Deal No. _____

Cust. No. _____

770 Columbus Ave, Lebanon, OH 45036

Date 12/4/2020

Salesperson Alexia Landers

Order # _____

This undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford (Seller) the following:

PURCHASER
 Name: Medina Police Department
 Address: 150 W Friendship St
 City: Medina State: OH
 County: Zip Code: 44256
 Home Phone: Bus. Phone:
 Cell Phone (1): 330-725-7777 Cell Phone (2):
 Email: smarcum@medinaoh.org

VEHICLE
 NEW DEMO RENTAL UNIT USED
 Yr: 2021 Make: Ford Stock No.:
 Model: Explorer Body Type: Police Interceptor
 Color: Agate Black Top: Trim:
 V.I.N.:

Delivery is included in the quote	Yr	Make	Selling Price	32023.4
	Model		Protection Package	
	Vin #		Added Equip.	0
	Mileage		Doc Fee	0
	Stock #		Ext Serv Agmt	0

TRADE-IN (1)		PURCHASE	
Yr	Make	Selling Price	32023.4
Model		Protection Package	
Vin #		Added Equip.	0
Mileage		Doc Fee	0
Stock #		Ext Serv Agmt	0

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads _____ miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

TRADE-IN (2)			
Yr	Make		
Model			
Vin #		SUB TOTAL	32023.4
Mileage		Sales Tax	0
Stock #		New License <input type="checkbox"/>	0

Combined Allowance	0	Trans <input type="checkbox"/>	0
Deposit		Temp <input type="checkbox"/>	0
Cash Due	0	Title <input type="checkbox"/>	0
Rebate	0	TOTAL CASH PRICE	32023.40
TOTAL CREDITS	0.0		(0.0)

NEGATIVE EQUITY TRANSFER AGREEMENT
 I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ 0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

X _____
 Purchaser(s)

TRADE-IN BALANCE OWED TO	TRADE-IN PAYOFF	0
<input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract.	BALANCE DUE	32023.40
Initials X _____		

WARRANTY INFORMATION/OWNER DECLARATION
 THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, LEBANON FORD, INC FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

I/WE HEREBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE 12/4/2020

X _____
 Purchaser(s)

FOR OFFICE USE ONLY
 UNPAID BALANCE OF CASH PRICE DUE FROM
 ACV. _____
 C. _____
 D.F.M. _____

ACCEPTED LEBANON FORD
 by _____
 purchaser initials: _____ DUE BILL is part of this contract
 purchaser initials: _____ HOLD CHECK agreement is part of this contract