

**CITY OF MEDINA  
AGENDA FOR CITY COUNCIL MEETING**

July 12, 2021  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (June 28, 2021)

**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. 113-21, Ord. 114-21, Res. 115-21, Ord. 116-21, Ord. 117-21, Res. 118-21, Ord. 119-21, Ord. 120-21, Ord. 121-21, Ord. 122-21, Ord. 123-21, Ord. 124-21, Ord. 125-21, Ord. 126-21, Ord. 127-21

Ord. 113-21

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina and the Ohio Patrolman's Benevolent Association adding June 19<sup>th</sup> (Juneteenth) as a Federal holiday.

(emergency clause requested)

Ord. 114-21

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to accepting the revised job description for the Community Development Director.

(emergency clause requested)

Res. 115-21

A Resolution accepting a donation of various hand sanitizer equipment, hand sanitizing products and antibacterial wipes from Do It Best Corp. to the City of Medina.

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Ord. 116-21

An Ordinance authorizing the Mayor to accept one (1) Easement necessary for the Spring Grove Street Bridge Replacement Project.

Ord. 117-21

An Ordinance amending Ordinance No. 112-21, passed June 28, 2021 relative to the Amendment to the Charter of the City of Medina, Ohio, involving Article V, Sections 1 and 3, and Article III, Section 12, relative to the position of the Director of Finance.  
(emergency clause requested)

Res. 118-21

A Resolution accepting an anonymous \$7,000 donation to be used towards the Medina City Police Department Drone Program.

Ord. 119-21

An Ordinance authorizing the Mayor to enter into an Amendment to Service Order with First Communications, LLC to upgrade the existing telephone system at the Medina Municipal Court.

Ord. 120-21

An Ordinance amending Ordinance No. 103-18, passed July 9, 2018, relative to the Job Creation Grant Agreement for Kraft Werks Engineering, LLC.

Ord. 121-21

An Ordinance authorizing the Mayor to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the West Smith Road, Phase 4 Project.

Ord. 122-21

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners relative to water service on State Route 18.

Ord. 123-21

An Ordinance authorizing the Mayor to accept two (2) Easements necessary for the Lindenwood Headwall Replacement Project.

Ord. 124-21

An Ordinance authorizing the purchase of two (2) 2022 Freightliner 108 SD Conventional Chassis Plow Trucks complete with Henderson Dump Bodies and equipment from Valley Freightliner and Western Star, Inc. for the Street Department

Ord. 125-21

An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances of the City of Medina, Ohio.

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Ord. 126-21

An Ordinance authorizing the Mayor to execute the necessary documents required to receive monies from the American Rescue Plan Act and to execute the Assurances of Compliance with Civil Rights Requirements.

(emergency clause requested)

Ord. 127-21

An Ordinance amending Section 31.10 of the Salaries and Benefits Code of the City of Medina, Ohio relative to adding the nineteenth day of June (Juneteenth) as a Federal Holiday.

(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, June 28, 2021

**Call to Order:**

Medina City Council met in regular session on Monday, June 28, 2021 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who led in the Pledge of Allegiance.

**Roll Call:**

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

Also present were the following members of the Administration: Mayor Dennis Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Nino Piccoli, Jonathan Mendel, Police Chief Kinney, Fire Chief Walters, Jansen Wehrley, Dan Gladish, and Clerk of Council Kathy Patton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, June 14, 2021, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated Finance Committee met prior to Council this evening and will meet again on July 12th.

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

Public Properties Committee: Mr. Shields stated there is a meeting scheduled for July 7<sup>th</sup> at 4:30 p.m.

Special Legislation Committee: Mr. Lamb is contemplating having a meeting either the 24<sup>th</sup> or 25<sup>th</sup> of August to work on two issues.

Streets & Sidewalks Committee: Mr. Heffinger had no report.

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

Emerging Technologies Committee: Mr. Rose is trying to coordinate a meeting with Charter Review Committee and the Emerging Technologies Committee.

**Requests for Council Action:**

Finance Committee

21-129-6/28 – Budget Amendments

21-130-6/28 – Then & Now – Treasurer, State of Ohio

21-131-6/28 – Donation to Medina City – Do It Best Corp.

21-132-6/28 – Easement – Spring Grove Bridge Replacement

21-133-6/28 – Accept Donation to Police Department for Drone Operations

21-134-6/28 – Contract w/ FirstComm Communications – Municipal Court

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- 21-135-6/28 – Amend Job Creation Grant JCG-18 – Kraft Werks Engineering
- 21-136-6/28 – Expenditure to Pavement Management Group for Pavement Mgmt. Program
- 21-137-6/28 – Preliminary Engineering Agreement – W. Smith Road, Phase 4
- 21-138-6/28 – MOU w/ Medina County – Water Service on SR 18
- 21-139-6/28 – Easements – Lindenwood Headwall Replacement – Job #1074
- 21-140-6/28 – Purchase (2) 108SD Conventional Chassis Plow Trucks – Streets
- 21-141-6/28 – Restoration of 10% Budget Cuts from 2020
- 21-142-6/28 – 2021 Annual Codification Update

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor**

- A. Medina Farmer's Market - Each Saturday 9 a.m. to 1 p.m.
- B. First Friday Medina - July 2nd, 5 p.m. - 8:30 p.m.
- C. Medina County Fair Animal Scavenger Hunt at Medina Businesses- July 2nd - July 4th.
- D. July 4th activities - Fireworks will be set off at dark on July 3rd. All COVID-19 restrictions were lifted effective June 2nd. The Twin Sizzler races will be back this year July 4th from 7:45 a.m. to 11 a.m. All races start from the Square. The July 4th Parade will line up at west lot of Medina High School at 3 p.m., and parade starts promptly at 4 p.m. We need anyone still interested in being in parade to file registration form with Sherry at Mayor's office and participants must sign liability release. Again, no COVID-19 restrictions will exist at that date unless added between now and then. **CANDY MAY NOT BE THROWN FROM VEHICLES!** We are asking all parade entries to display an American flag to honor our Independence Day. We do not expect new restrictions, but if any new COVID restrictions are added, we will share with newspapers and on social media.
- E. Medina Community Band - planning to have a July 4th concert at the Bandstand area vs Gazebo to spatially distance. The concert is tentative provided they may find rehearsal location and is weather dependent. More details to follow. The concert is planned for 7:30 p.m. due to needed day lighting.

**Keith Dirham, Finance Director**, stated there are a few things on the agenda that he will address.

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

**Chief Kinney, Police Department**, stated last Thursday they accepted the D.A.R.E. car donation from Rick and Susan Stickland at South of the Square Collision. The vehicle is completely rebuilt, marked and outfitted for our School Resource Officer and our D.A.R.E. Instructor. We would like to thank Rick and Susan for their generosity and the quality of work their employees did that were involved in the rehab. The Sticklands have a long history of supporting the Police Department, the Schools and the City overall. Thanks to them for their continued support.

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

**Kimberly Marshall, Economic Development Director**, Stated they will begin their ribbon cutting events starting in July.

**Jansen Wehrley, Parks and Recreation Director**, Party in the Parks Series sponsored by the Cleveland Clinic Medina Hospital started two weeks ago. It is an event for every Wednesday until August 4<sup>th</sup>. Registration is recommended and that can be found at the MCRC Website. The next event will be held at Fred Greenwood Park and theme is snow cone carnival. The MCRC Staff is working on fitness equipment replacement plans for the facility. He reminded the public that the splashpad at Fred Greenwood Park is open 11 a.m. – 8 p.m. 7 days a week. Ray Mellert Park splash pads are open 12 p.m. – 8 p.m., 7 days a week. The Memorial Pool hours of operation are 11 a.m. – 6 p.m. Monday through Thursday, 11 – 7 on Friday, Saturday and Sunday.

**Cindy Latuska, Municipal Court**, had no report.

**Dan Gladish, Building Official**, had no report.

**Jonathan Mendel, Planning Community Director**, was not in attendance.

**Nino Piccoli, Service Director**, had no report.

**Patrick Patton, City Engineer**, updated us on East Reagan Multi-Purpose Path stating that the contractor began placing asphalt last week. We anticipate the project being done and the path open to the public within the next two weeks or so.

**Notices, communications and petitions:**

There were none.

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a C-1 and C-2 permit from H & K Sarai Inc. dba Clark Store 1212, 427 N. Court Street to Sunview Petroleum Inc. dba Sunoco Gas Station, 427 N. Court Street. Motion seconded by Mr. Simpson and approved by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Unfinished Business:**

There were none.

**Introduction of Visitors:**

(speakers limited to 5 minutes)

Brian Feron – President of Medina County Historical Society - Court House Artifacts.

Bill Lamb spoke about the drawing of the Clock Tower on the Court House and the Pendulum from the original Seth Thomas Clock in the Tower of the old Court House from around 1886.

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

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Ord. 101-21, Res.102-21, Ord. 103-21, Ord. 104-21, Ord. 105-21, Ord. 106-21, Ord. 107-21, Ord. 108-21, Res. 109-21, Res. 110-21, Ord. 111-21, and Ord. 112-21. The roll was called and the motion passed with the yea votes of E. Heffinger, B. Lamb, P.

Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**Ord. 101-21:**

**An Ordinance authorizing the Mayor to execute an Amendment to Lease Agreement with Williams Scotsman, Inc. for the lease of a Flex Portable Building at the Medina Municipal Court.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 101-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 101-21, seconded by Mr. Simpson. Cindy Lastuka stated they are asking the council to authorize the mayor to extend that lease for the portable building outside. This building helps keep traffic in the court from congregating in front of the Clerk's Office and both courtrooms. Emergency is needed due to the lease. The roll was called on adding the emergency clause and was approved by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger. The roll was called and Ordinance/Resolution No. 101-21 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

**Res. 102-21:**

**A Resolution establishing an Ad Hoc Committee to be known as the Municipal Court Planning Committee.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 102-21, seconded by Mr. Simpson. Mr. Coyne explained that it is appropriate to have a committee together to make sure that we move the project forward in a timely fashion. The Committee will have the following members; Mayor Hanwell, Judge Werner, Clerk of Court Salzgeber, Mr. Coyne and Mr. Shields. The roll was called and Ordinance/Resolution No. 102-21 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

**Ord. 103-21:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2021 Pavement Marketing Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 103-21, seconded by Mr. Simpson. Mr. Patton stated that this has become an annual program to mark the center and edge lines and the pavement markings at all the crosswalks. The roll was called and Ordinance/Resolution No. 103-21 passed by the yeas votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields.

**Ord. 104-21:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the East Reagan Parkway Multi-Purpose Trail Lighting Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 104-21, seconded by Mr. Simpson. Mr. Patton stated this will install lights along the southside of East Reagan Parkway between N. Court St. and just past Ashwood. Lights would be designed to light up the trail and look like some of our residential colonial post top lights. Total cost is \$177,000.00 for 23 lights \$119,560 is coming from the State of Ohio Capital Grant. Mr. Simpson stated this an issue that has been before us for several years. So glad to see this move forward. The roll was called and Ordinance/Resolution No. 104-21 passed by the yeas votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 105-21:**

**An Ordinance amending Sections 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Cable TV Department, Technical Operations position.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 105-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 105-21, seconded by Mr. Simpson. Jarrod Fry stated this and the next item on the agenda are for our shared partnership position with the City and School District for the Technical Operations Director. The schools are adding more responsibility in this partnership and the job description reflects that as well as the Salary and Benefit changes. The next ordinance is the agreement we have with the City and updating it while we were taking care of this paperwork at the same time. The emergency clause is requested for this to go into effect at the beginning of the school year which is July 1<sup>st</sup>. The roll was called on adding the emergency clause and was approved by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 105-21 passed by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine.

**Ord. 106-21:**

**An Ordinance authorizing the Mayor to enter into an Agreement with the Medina City School District Board of Education for the position of Technical Operations Director with Medina TV.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 106-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 106-21, seconded by Mr. Simpson. Jim Shields stated that since this is actually the agreement with his employer and he worked on this with Jarrod he will abstain from voting. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger. Jim Shields abstained. The roll was called and Ordinance/Resolution No. 106-21 passed by the yea votes of P. Rose, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb. Jim Shields abstained.

**Ord. 107-21:**

**An Ordinance amending Ordinance No. 217-20, passed December 14, 2020. (Amendments to 2021 Budget)**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 107-21, seconded by Mr. Simpson. Mr. Dirham stated that these are all pass throughs. The roll was called and Ordinance/Resolution No. 107-21 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose.

**Ord. 108-21:**

**An Ordinance of the Council of the City of Medina, Ohio certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.**

Mr. Shields moved for the adoption of Ordinance/Resolution No. 108-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 108-21, seconded by Mr. Simpson. Mr. Dirham stated this is paying the state auditors for auditing us and we did not have a purchase order because the contract had not made its way through council yet. Emergency clause is needed because we have to pay them for the work that they have done already. The roll was



called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 108-21 passed by the yea votes of J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Res. 109-21:**

**A Resolution approving the \$621 Variance presented by the Medina Municipal Court pertaining to the Ohio Auditor of State's 2020 Annual Audit.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 109-21, seconded by Mr. Simpson. Mr. Dirham stated this is council's acknowledgement and acceptance of this variance within the Court's reconciliation because at this point it would cost more to keep looking for it. The roll was called and Ordinance/Resolution No. 109-21 passed by the yea votes of J. Hazeltine, E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Res. 110-21:**

**A Resolution Adopting the Tax Budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2022 and submitting the same to the Medina County Auditor.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 110-21, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 110-21, seconded by Mr. Simpson. Mr. Dirham stated this is the first step in the budget process laid out by the Ohio Revised Code. Emergency clause is needed due to time restraints. The roll was called on adding the emergency clause and was approved by the yea votes of E. Heffinger, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 110-21 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, and E. Heffinger.

**Ord. 111-21:**

**An Ordinance amending Ordinance No. 95-21, passed June 14<sup>th</sup>, 2021 relative to the Agreement with American Structurepoint, Inc. for the West Smith Road, Phase 4 Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 111-21, seconded by Mr. Simpson. Mr. Patton explained that originally this ordinance passed at the last council meeting and this amendment makes it clear that this is an amendment to the previous agreement and is not a new agreement. The roll was called and Ordinance/Resolution No. 111-21 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, J. Hazeltine, E. Heffinger, and B. Lamb.

**Ord. 112-21:**

**An Ordinance proposing and providing for submission to the electors of the City of Medina, Ohio, at a general election to be held November 2, 2021, and amendment to the Charter of the City of Medina, Ohio, involving Article V, Sections 1 and 3 and Article III, Section 12, relative to the position of the Director of Finance.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 112-21, seconded by Mr. Simpson. Mr. Coyne stated that this came through the Charter Review Commission recommendation regarding a change in putting to the electorate whether the position of the Director of Finance be an elected position as it currently is or an appointed position. John read the language that will be on the ballot this November 2<sup>nd</sup>. Mr. Coyne thanked the Charter Review Commission for their hard work. Mr. Simpson also thanked

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the Charter Review Commission but stated that he will not be able to support this issue. Mr. Coyne stated he has always viewed the government as three branches of government and feels this position should be appointed. The roll was called and Ordinance/Resolution No. 112-21 passed by the yea votes of J. Shields, J. Coyne, J. Hazeltine, E. Heffinger, B. Lamb, and P. Rose. D. Simpson cast a nay vote.

**Council Comments:**

Mrs. Hazeltine thanked Kimberly and her team for starting up the ribbon cutting ceremonies again. Jess is grateful for the anonymous donation to the Police Department for Drones and forensic software of \$7,000.00. She stated she is looking forward to the fourth of July Parade and hopes everyone comes.

Mr. Rose wished everyone a Happy Fourth of July and to be safe. Thank you to Jess for the Mug!

Mr. Lamb stated that South Town had it's first art show on Sunday and will have another on July 11<sup>th</sup>.

Mr. Coyne reminded everyone that on July 7<sup>th</sup> is the next Budget Meeting.

There being no further business, the meeting adjourned at 8:04 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 113-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEDINA AND THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION ADDING JUNE 19<sup>TH</sup> (JUNETEENTH) AS A FEDERAL HOLIDAY, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Ohio Patrolman's Benevolent Association adding June 19<sup>th</sup> (Juneteenth) as a Federal holiday.
- 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this Memorandum of Understanding is to be effective July 13, 2021; 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:** \_\_\_\_\_

**Acting Clerk of Council**

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

**Mayor**

ORD 113-21  
Exh. A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Medina, Ohio, as the public employer, ("City") and the Ohio Patrolmen's Benevolent Association ("OPBA") on behalf of the Dispatchers, Patrol Officer and Sergeants bargaining units within the Medina City Police Department. The City and the OPBA are collectively referred to as "the Parties" herein.

On or about June 17\ 2021, the Federal Government passed legislation which added Juneteenth as a Federal Holiday.

As memorialized in the terms of this MOU, the Parties have agreed, in lieu of bargaining, to incorporate the Juneteenth holiday as an additional holiday commencing in 2022, under the respective OPBA collective bargaining agreements for the above bargaining unit employees. All the terms of the current collective bargaining units apply to this new holiday in the future.

For the year of 2021, the Parties have agreed that the Juneteenth Holiday shall be allocated as an additional stress day, not to be taken from the employee's sick leave accumulation. The stress day shall be the same as the employee's current work schedule, either twelve (12), ten (10), nine (9) or eight (8) hours depending on the employee's regular work day. The stress day shall be taken during the 2021 calendar year.

By signing below, the Parties acknowledge that they understand and agree to each and every term of this MOU and they affix their signatures below to indicate their assent to all terms.

For the Union:

For the City:

\_\_\_\_\_  
George E. Gerken,                      Date  
OPBA Attorney

\_\_\_\_\_  
Dennis T. Hanwell,                      Date  
Mayor

\_\_\_\_\_  
Christopher E. Deeks                      Date

\_\_\_\_\_  
Patty Miller                                      Date

\_\_\_\_\_  
Patrick Sloan                                      Date

**ORDINANCE NO. 114-21**

**AN ORDINANCE AMENDING SECTION 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO ACCEPTING THE REVISED JOB DESCRIPTION FOR THE COMMUNITY DEVELOPMENT DIRECTOR, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** In accordance with Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio the job description for the position of Community Development Director is hereby approved, marked Exhibit A, attached hereto and incorporated herein.

**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 begin the interview process immediately; 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:** \_\_\_\_\_

**Acting Clerk of Council**

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

**Mayor**

PROPOSED ADDITION

THE CITY OF MEDINA  
JOB DESCRIPTION

IV-65  
Ord. 114-21  
Exh. A

**TITLE:** Community Development Director

**REPORTS TO:** Mayor

**DEPARTMENT/DIVISION:** Community Development

**CIVIL SERVICES STATUS:** Unclassified

**JOB STATUS:** Full-time

**EXEMPT STATUS:** Exempt

**CLASSIFICATION FEATURES:** The individual in this classification, under the broad supervision of the Mayor, performs managerial, administrative and professional work relating to current planning, zoning, administration, comprehensive planning, redevelopment and other community development issues. This individual oversees the Building Division, Economic Development Division, and Planning Division, all of which form the Community Development Department.

**ESSENTIAL JOB FUNCTIONS:**

Plans, directs and coordinates the activities of the City's Community Development Department, including the preparation of annual budgets and monitoring of revenues and expenditures for effective and efficient performance of each of the Community Development Department's divisions.

Administers the City's Comprehensive Plan, working with other City departments, agencies and citizen groups.

Oversees regular reviews of the Plan in order to enhance and improve the City's Comprehensive Plan's effectiveness, as well as its relationship to the City's Strategic Plan.

Enforces zoning code regulations by supervising the enforcement of all development approvals and all regulations related to land use and development.

Establishes and oversees the development review process, including the coordination with the Building and Engineering Departments and other City departments for input, as well as other agencies when necessary.

Directs and acts as Secretary to the Planning Commission, Board of Zoning Appeals and Historic Preservation Board.

Provides educational and informational materials.

Responsible for public notices of all meetings as required by the Ohio Revised Code and the City.

Supervises and participates in the preparation of zoning ordinances and zoning maps and the revision of such ordinances and maps.

Provides advice to and cooperates with City officials in connection with new or proposed capital improvement projects and coordinates those projects with a long-range capital improvements plan.

PROPOSED ADDITION

IV-65

Supervise and work directly with the city's Building Official to ensure the Building Division is performing as required and to ensure building regulations are being enforced.

Assists City officials in addressing the costs of services and the implications of capital improvement projects.

Serves as the City's liaison to the Medina County Planning Commission, as well as to other public, private or nonprofit groups and associations involved in such issues as community development, housing and neighborhood improvement, transportation planning and other issues that impact the City's planning efforts.

Identifies areas in need of housing rehabilitation and develops and implements programs to address those problem areas.

Serves as the Fair Housing Coordinator and works with the County's Fair Housing Office.

Supervise and works with the city's Economic Development Director to identify commercial or industrial areas in need of redevelopment and to ensure the Economic Development Division is running efficiently.

Develops and implements programs related to stabilizing the economy of the downtown Historic District, dealing with such issues as parking, traffic, rehabilitation and adaptive reuse of older buildings and new development.

Plans, organizes and administers provisions of all community grants which might include interdepartmental coordination, neighborhood groups, development and communications.

Administer the Community Development Block Grant (CDBG) and other grants as assigned.

Prepares and writes grant applications.

Advises the Mayor, City Council and Department Heads regarding planning and zoning issues and problems.

Coordinates historic preservation activities of the City including serving as the City's certified local government coordinator.

Completes all state requirements of Certified Local Government program.

Maintains regular and consistent attendance.

Coordinates with and assists the City's Law Director and any special City legal counsel with preparation of documents and exhibits as needed.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of planning and community development.

Attends City Council meetings and department meetings when required.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

**EDUCATION, TRAINING AND EXPERIENCE:**

Master's Degree in municipal planning, urban affairs or a related field, along with considerable experience and responsibility in city planning and community development; or

Any equivalent combination of acceptable education and experience that provides the required knowledge, skills and abilities.

**License:**

Valid driver's license issued by the State of Ohio and the ability to remain insurable under the City of Medina Insurance Plan.

**Certifications:**

American Institute of Certified Planners (AICP) certification desirable or a commitment to gain such certification within two years of hiring.

**QUALIFICATIONS:**

**Knowledge of:**

- Advanced theories, principles and practices of city planning and community development; and
- Ohio planning and zoning laws, as well as federal, state and local laws, regulations, ordinances and standards applicable to planning and community development.

**Skilled in:**

- Word processing and spreadsheet software applications including, but not limited to, Microsoft Word, Excel and other Microsoft Office products; and
- Reading and writing reports, correspondence and instructions.

**Ability to:**

- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public;
- Provide administrative and professional leadership and direction to Department personnel;
- Make presentations to professional and lay groups, City Council, boards, commissions and the general public; and
- Establish and maintain good working relationships with City employees, other governmental agencies and the general public.



**ENVIRONMENTAL ELEMENTS:**

This position requires the employee to spend part of each working day in the office at a desk or computer station and at meeting sites and facilities. The position includes a high incidence of interaction with citizens, government officials, and other City employees, occasionally under stressful conditions.

**WORKING CONDITIONS:**

May be required to work outside normal business hours including weekends, evenings and holidays.

**EQUIPMENT USED:**

**ADDITIONAL REQUIREMENTS:** The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands that conditions may require the City to modify this Job Description and that the City reserves the right to exercise its discretion to make such changes.

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

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

**RESOLUTION NO. 115-21**

**A RESOLUTION ACCEPTING A DONATION OF VARIOUS HAND SANITIZER EQUIPMENT, HAND SANITIZING PRODUCTS AND ANTIBACTERIAL WIPES FROM DO IT BEST CORP. TO THE CITY OF MEDINA.**

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

**SEC. 1:** That the City of Medina hereby accepts the donation from Do It Best Corp. of various hand sanitizer and sanitizing products valued at \$15,000.00. The City intends to share the products with local governmental agencies as well as entities that may have large public gatherings in the community.

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

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

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

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

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

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

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

**ORDINANCE NO. 116-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT ONE (1) EASEMENT NECESSARY FOR THE SPRING GROVE STREET BRIDGE REPLACEMENT PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized to accept one (1) Easement necessary for the Spring Grove Street Bridge Replacement Project.

**SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 320 N. Spring Grove Street, Permanent Parcel No. 028-19B-16-237, part of Medina City Outlot 5.

**SEC. 3:** That the funds to cover this easement, in the amount of \$871.64 are available in Account No. 108-0610-54411.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**Effective date --**

Ord. 116-21  
Exh. A

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

#### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (EIGHT HUNDRED SEVENTY-ONE and 64/100) Dollars (\$871.64) and other good and valuable consideration recited herein given to BOARD OF EDUCATION OF THE MEDINA CITY SCHOOL DISTRICT & MEDINA CITY SCHOOLS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a sidewalk, water main, storm sewer and drainage easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing a SIDEWALK, PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES; WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Out Lot No. 5 and part of lands conveyed to Board of Education of the Medina City Schools and Medina City Schools by deed dated May 01, 2006 as recorded in 2006OR013105 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Southwest corner of said lands of Board of Education of the Medina City Schools and Medina City Schools, also being the Northwest corner of said MCL 3477 as shown on plat recorded in Plat Volume 17, Page 142 of the Medina County Recorder's Records, also being a point on the Eastern Right-of-Way of Spring Grove Street and the **TRUE PLACE OF BEGINNING** of the parcel herein described;

Thence along the Eastern Right-of-Way of Spring Grove Street, bearing North 00°44'09" East, a distance of 32.96 feet to a point thereon;

Thence at a right angle and perpendicular to the Eastern Right-of-Way of Spring Grove Street, bearing South 89°15'51" East, a distance of 12.00 feet to a point;

Thence at a right angle and parallel to the Eastern Right-of-Way of Spring Grove Street, bearing South 00°44'09" West, a distance of 20.00 feet to a point;

Thence, bearing South 82°52'27" East, a distance of 25.50 feet to a point on the Northern line of aforesaid MCL 3477, also being a point on a Southern line of aforesaid lands of Board of Education of the Medina City Schools and Medina City Schools;

Thence along the Northern line of said MCL 3477 and a Southern line of aforesaid lands of Board of Education of the Medina City Schools and Medina City Schools, bearing South 75°33'54" West, a distance of 38.69 feet to the Northwest corner of said MCL 3477, also being a Southwest corner of said lands of Board of Education of the Medina City Schools and Medina City Schools, also being a point on the Eastern Right-of-Way of Spring Grove Street and the **TRUE PLACE OF BEGINNING** containing 0.0115 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

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

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

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

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Upon completion of the twenty-four (24) month warranty period the Grantor will maintain the sidewalk and appurtenances per the City of Medina Codified Ordinance.
3. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the properties designated as 320 N. Spring Grove Street; Permanent Parcel No. 028-19B-16-237, part of Medina City Outlot 5 with the necessary equipment to remove any obstructions as necessary to allow for the installation of the proposed water main, culvert, headwall and rock; rip rap including any trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed headwall, appurtenances and rock channel protection; to remove a portion of the existing concrete walk and to replace it with concrete in the same location; to install a new water main and appurtenances; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
4. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 320 N. Spring Grove Street; Permanent Parcel No. 028-19B-16-237, part of Medina City Outlot 5 is restored to the condition before construction or as close as reasonably possible in conformance with the plans; and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7<sup>th</sup> day of JUNE, 2021.

Grantor:

Signature: [Handwritten Signature]

Print Name: Robert C. Skidmore

Title: Board President

Company: Board of Education of the Medina City Schools and Medina City Schools

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Print Name: \_\_\_\_\_

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

Notary Seal:

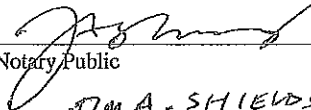
This instrument was prepared by:  
Gregory Huber, Law Director  
City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH 44256

STATE OF OHIO            )  
                                  ) SS  
COUNTY OF MEDINA        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June 2021 by The Board of Education of the Medina City School District & Medina City Schools by its Board President, Robert C. Skidmore 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 7<sup>th</sup> day of June, 2021

James A. Shields, Attorney-At-Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.

  
\_\_\_\_\_  
Notary Public  
JAMES A. SHIELDS  
\_\_\_\_\_  
Printed Name

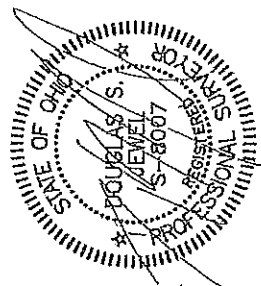
**EXHIBIT B**

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

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

DRAWN BY: KAF  
 DATE: 02/09/2021  
 PROJECT NO.: 20-116  
 ACAD. FILE NO.: M.C.L. 124-16-0281  
 SHEET NO.: 3

SITUATED IN THE CITY  
 OF MEDINA, COUNTY OF  
 MEDINA, STATE OF OHIO  
 AND BEING KNOWN AS  
 PART OF MEDINA CITY  
 OUT LOT 5



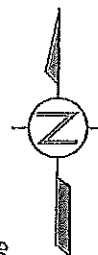
E. NORTH ST. 33'

SPRING GROVE ST. 33' R/W

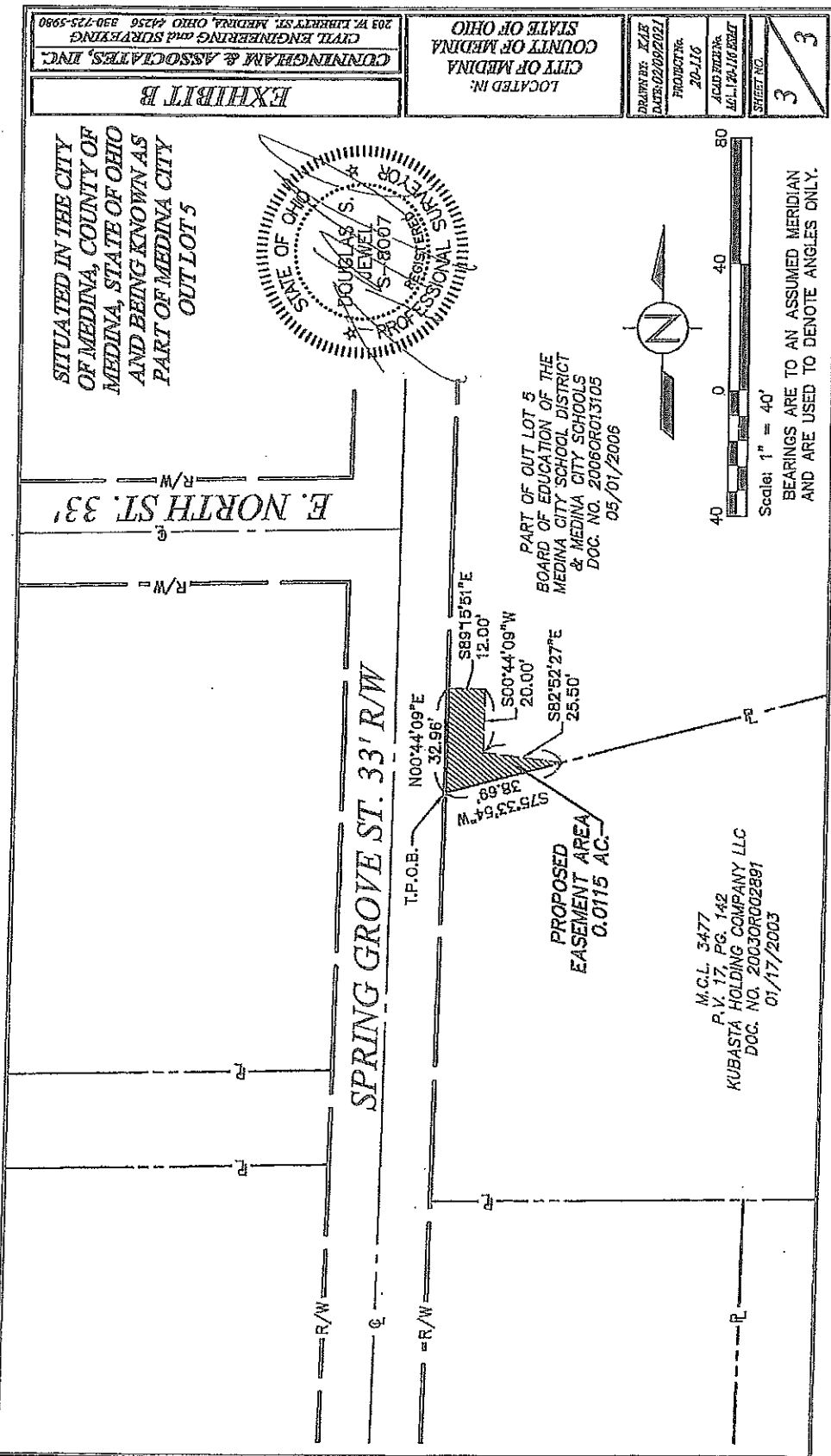
PART OF OUT LOT 5  
 BOARD OF EDUCATION OF THE  
 MEDINA CITY SCHOOL DISTRICT  
 & MEDINA CITY SCHOOLS  
 DOC. NO. 20060013105  
 05/01/2006

PROPOSED  
 EASEMENT AREA  
 0.0115 AC.

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



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





**ORDINANCE NO. 117-21**

**AN ORDINANCE AMENDING ORDINANCE NO. 112-21, PASSED JUNE 28, 2021 RELATIVE TO THE AMENDMENT TO THE CHARTER OF THE CITY OF MEDINA, OHIO, INVOLVING ARTICLE V, SECTIONS 1 AND 3, AND ARTICLE III, SECTION 12, RELATIVE TO THE POSITION OF THE DIRECTOR OF FINANCE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 112-21, passed June 28, 2021, authorized providing for submission to the electors of the City of Medina, Ohio, at a general election to be held November 2, 2021, an Amendment to the Charter of the City of Medina, Ohio, involving Article V, Sections 1 and 3, and Article III, Section 12, relative to the position of the Director of Finance; and

**WHEREAS:** Ordinance No. 112-21, passed June 28, 2021, relative to an Amendment to the Charter of the City of Medina, Ohio pertaining to the position of the Director of Finance, presently reads as follows:

**SEC. 1:** That the question of the amendment to Article V, Sections 1 and 3, and the amendment of Article III, Section 12, of the Charter of the City of Medina, Ohio, shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 2, 2021, at the regular places of voting in the City of Medina.

**SEC. 2:** That the question of the amendment of Article V, Section 1, of the City of Medina, Ohio, Charter, as amended, would, if approved by said voters, read as follows:

**ARTICLE V  
ADMINISTRATIVE DEPARTMENTS AND COMMISSIONS**

**Section 1. General Provisions.** Initially, the City shall have a Law Department, a Finance Department, a Service Department, and a Safety Department; and the Council shall provide by ordinance for the organization and duties thereof. The City shall also have a City Planning Commission and a Board of Appeals. The Council may by ordinance establish additional departments and commissions, or divisions thereof, and provide for such boards, officers, and employees as it may deem necessary. With the exception of those herein set forth, the Council may combine or abolish any department, division, board, commission, non-elective office, or job classification; and may authorize one person to serve in any capacity in two or more departments, divisions, boards, or commissions. The heads of all

departments shall be appointed by the Mayor, subject to confirmation of Council.

**SEC. 3:** That the question of the amendment of Article V, Section 3, of the City of Medina Charter, as amended, would, if approved by said voters, read as follows:

ARTICLE V  
ADMINISTRATIVE DEPARTMENTS AND COMMISSIONS

Section 3. Director of Finance.

(a) Term. Effective January 1, 2026, the Director of Finance shall be appointed by the Mayor subject to the confirmation of the Medina City Council. The Director of Finance shall be subject to removal by an affirmative vote of two-thirds of the members of the Medina City Council. Effective January 21, 2026, the Director of Finance shall serve for a term that will be concurrent with the term of the Mayor of the City of Medina.

(b) Qualifications. The Director of Finance shall, on the date of his appointment and during his term of office, ~~be and continue to be a resident of the City of Medina and qualified elector thereof. He shall~~ be 1) a licensed certified public accountant or 2) have a four-year degree or higher in accounting or finance with a minimum of two years of experience in government-related accounting and/or auditing. He shall not hold any other public office or public employment except as otherwise provided in this Charter or by ordinance and that of Notary Public or of membership in the State Militia or Reserve Corps of the United States.

(c) Duties. The Director of Finance shall be the head of the Finance Department and the fiscal officer of the City. The Director of Finance shall monitor financial performance, prepare reports, assemble budgeting documents, and provide other related analysis and reports as requested by the Mayor and Council. The Director of Finance shall examine all payrolls, bills, and other claims against the City and shall issue no warrant unless he shall find that the claim is in proper form, correctly computed, and duly approved, and that it is due and payable, and that an appropriation has been made therefor, and he shall perform such other duties consistent with his office as the Mayor and the Council may request. Council may cause the records of the Director of Finance to be audited independent in any given year.

**SEC. 4:** That the question of amendment to Article III, Section 12, of the Charter of the City of Medina, Ohio, shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 2, 2021, at the regular places of voting in the

City. The Charter, as amended, would, if approved by said voters, read as follows:

ARTICLE III  
THE COUNCIL

Section 12. Salaries and Bonds. The Council shall fix the salary or compensation of each officer, employee and member of any board or commission of the City. Any such person may be required by the Council, from time to time, to furnish a bond or bonds for the faithful performance of his duties; and the Council may provide that the premium for any such bond shall be paid by the City. The compensation of the Mayor and of each member of the Council shall not be changed except it be fixed at least thirty days before the time for filing nominating petitions for the terms beginning on the next succeeding first day of January, and shall not thereafter be changed in respect of any such terms or any part thereof. The compensation of each officer, employee and member of a board or commission of the City shall be fixed by the Council, and subject to the power of the Council to provide otherwise by ordinance or resolution, may be changed at any time in its discretion.

**SEC. 5:** That the ballot for said election shall, at the top thereof, be entitled, "City Charter Amendment Ballot," and the question to be submitted on said ballot shall be in words as follows:

"Shall Article V, Sections 1 and 3, and Article III, Section 12, of the Charter of the City of Medina, Ohio, be amended so as to eliminate the elected office of the Director of Finance and provide for the appointment of the Director of Finance by the Mayor, subject to the confirmation of the Medina City Council, and to provide for the qualifications, powers, duties, and functions of the appointed Director of Finance?"

**SEC. 6:** That the Board of Elections shall publish the full text of the proposed Charter amendments as set forth hereinabove, once a week, for not less than two consecutive weeks in the *Medina Gazette*, with the first publication being at least fifteen days prior to the election hereinbefore provided, all in accordance with Section 9 of Article XVIII of the Ohio Constitution and R.C. 731.211.

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

**SEC. 1:** That Ordinance No. 112-21, passed June 28, 2021, is hereby amended to read as follows:

**SEC. 1:** That the question of the amendment to Article V, Sections 1 and 3, and the amendment of Article III, Section 12, of the Charter of the City of Medina, Ohio, shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 2, 2021, at the regular places of voting in the City of Medina.

**SEC. 2:** That the question of the amendment of Article V, Section 1, of the City of Medina, Ohio, Charter, as amended, would, if approved by said voters, read as follows:

ARTICLE V  
ADMINISTRATIVE DEPARTMENTS AND COMMISSIONS

Section 1. General Provisions. Initially, the City shall have a Law Department, a Finance Department, a Service Department, and a Safety Department; and the Council shall provide by ordinance for the organization and duties thereof. The City shall also have a City Planning Commission and a Board of Appeals. The Council may by ordinance establish additional departments and commissions, or divisions thereof, and provide for such boards, officers, and employees as it may deem necessary. With the exception of those herein set forth, the Council may combine or abolish any department, division, board, commission, non-elective office, or job classification; and may authorize one person to serve in any capacity in two or more departments, divisions, boards, or commissions. The heads of all departments shall be appointed by the Mayor, subject to confirmation of Council.

**SEC. 3:** That the question of the amendment of Article V, Section 3, of the City of Medina Charter, as amended, would, if approved by said voters, read as follows:

ARTICLE V  
ADMINISTRATIVE DEPARTMENTS AND COMMISSIONS

Section 3. Director of Finance.

(a) Term. Effective January 1, 2026, the Director of Finance shall be appointed by the Mayor subject to the confirmation of the Medina City Council. The Director of Finance shall be subject to removal by an affirmative vote of two-thirds of the members of the Medina City Council. Effective January 21, 2026, the Director of Finance shall serve for a term that will be concurrent with the term of the Mayor of the City of Medina.

(b) Qualifications. The Director of Finance shall, on the date of his appointment and during his term of office be 1) a licensed certified public accountant or 2) have a four-year degree or higher in

accounting or finance with a minimum of two years of experience in government-related accounting and/or auditing. He shall not hold any other public office or public employment except as otherwise provided in this Charter or by ordinance and that of Notary Public or of membership in the State Militia or Reserve Corps of the United States.

(c) Duties. The Director of Finance shall be the head of the Finance Department and the fiscal officer of the City. The Director of Finance shall monitor financial performance, prepare reports, assemble budgeting documents, and provide other related analysis and reports as requested by the Mayor and Council. The Director of Finance shall examine all payrolls, bills, and other claims against the City and shall issue no warrant unless he shall find that the claim is in proper form, correctly computed, and duly approved, and that it is due and payable, and that an appropriation has been made therefor, and he shall perform such other duties consistent with his office as the Mayor and the Council may request. Council may cause the records of the Director of Finance to be audited independent in any given year.

**SEC. 4:** That the question of amendment to Article III, Section 12, of the Charter of the City of Medina, Ohio, shall be submitted to a vote of the qualified electors of the City of Medina at the general election to be held on November 2, 2021, at the regular places of voting in the City. The Charter, as amended, would, if approved by said voters, read as follows:

### ARTICLE III THE COUNCIL

Section 12. Salaries and Bonds. The Council shall fix the salary or compensation of each officer, employee and member of any board or commission of the City. Any such person may be required by the Council, from time to time, to furnish a bond or bonds for the faithful performance of his duties; and the Council may provide that the premium for any such bond shall be paid by the City. The compensation of the Mayor and of each member of the Council shall not be changed except it be fixed at least thirty days before the time for filing nominating petitions for the terms beginning on the next succeeding first day of January, and shall not thereafter be changed in respect of any such terms or any part thereof. The compensation of each officer, employee and member of a board or commission of the City shall be fixed by the Council, and subject to the power of the Council to provide otherwise by ordinance or resolution, may be changed at any time in its discretion.

**SEC. 5:** That the ballot for said election shall, at the top thereof, be entitled, "City Charter Amendment Ballot," and the question to be submitted on said ballot shall be in words as follows:

"Shall Article V, Sections 1 and 3, and Article III, Section 12, of the Charter of the City of Medina, Ohio, be amended so as to eliminate the elected office of the Director of Finance and provide for the appointment of the Director of Finance by the Mayor, subject to the confirmation of the Medina City Council, and to provide for the qualifications, powers, duties, and functions of the appointed Director of Finance?"

**SEC. 6:** That the Board of Elections shall publish the full text of the proposed Charter amendments as set forth hereinabove, once a week, for not less than two consecutive weeks in the *Medina Gazette*, with the first publication being at least fifteen days prior to the election hereinbefore provided, all in accordance with Section 9 of Article XVIII of the Ohio Constitution and R.C. 731.211.

**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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety, and for the further reason that passage of this Ordinance and submission to the Board of Elections is required prior to August 4, 2021, as it is necessary to put this amendment before the electors on November 2, 2021.

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

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

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

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

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

**RESOLUTION NO. 118-21**

**A RESOLUTION ACCEPTING AN ANNONYMOUS \$7,000  
DONATION TO BE USED TOWARDS THE MEDINA CITY  
POLICE DEPARTMENT DRONE PROGRAM.**

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

- SEC. 1:** That the City hereby accepts the donation in the amount of \$7,000.00 from an anonymous Medina resident, to go towards the Medina City Police Department Drone Program.
- SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 119-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO SERVICE ORDER WITH FIRST COMMUNICATIONS, LLC TO UPGRADE THE EXISTING TELEPHONE SYSTEM AT THE MEDINA MUNICIPAL COURT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Amendment to Service Order with First Communications, LLC to upgrade the existing telephone system at the Medina Municipal Court.
- SEC. 2:** That the funds to cover the agreement in the estimated amount not to exceed \$17,500.00 are available in Account No. 001-0705-52212.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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





This is an amendment ("Amendment") to the new Service Order dated \_\_\_\_\_, 2021 by and between **First Communications, LLC** ("Company") and **Medina Municipal Court** ("Customer") located at 135 N. Elmwood Avenue Medina, Ohio 44256. The effective date of this Amendment shall be the later of the dates signed by Customer and Company below.

This Amendment is in addition to the Service Order, RFQ #12497, and all terms incorporated in this Amendment are as defined in the Service Order, including the Master Services Agreement, Terms and Conditions of Business Services, and any other related applicable document, collectively the "Agreement". For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Service Order and Agreement as follows:

**Changes to the Terms and Conditions of Business Services**

**Section XI. LEGAL TERMS**

D. Indemnification. This Section shall be retitled "Liability for Claims" and replaced in its entirety with the following: "TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO BE RESPONSIBLE AND LIABLE FOR CLAIMS OR DAMAGES RELATING TO ANY USE OF THE SERVICES OR EQUIPMENT OR FACILITIES RELATING THERETO, UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TO YOUR BREACH OF THE AGREEMENT OR YOUR PROMISES. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL APPLICABLE LAWS OR REGULATIONS AND YOU WILL BE RESPONSIBLE AND LIABLE TO COMPANY AND ITS REPRESENTATIVES FOR CLAIMS ARISING FROM ANY SUCH BREACH AND/OR USE WHETHER LAWFUL OR NOT, INCLUDING THOSE RELATED TO 911 DIALING. YOU ACKNOWLEDGE AND AGREE TO COMPANY'S 911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT, AND NO SUCH CHARACTERISTICS AND/OR LIMITATIONS SHALL BE DEEMED TO CONSTITUTE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR ITS REPRESENTATIVES. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT."

Wherever else indemnification language appears in the Agreement, including indemnify, defend and/or hold harmless language, Customer shall not indemnify Company, provided however, Customer shall be responsible and liable for all such claims, liabilities, losses or damages in such cases."

H. Choice of Law/Forum. The word "Fees" shall be removed from this section heading, and the last sentence of this section shall be deleted in its entirety.

**Reduced Early Termination Fee**

Parties agree that the Early Termination Fees for the Services on this Service Order shall be calculated from the Termination Month and ETF Rate of MRC, as set forth below, times the number of months remaining in the current term, plus the average of the last 3 months usage, as well as any waived installation fees and/or promotional credits (i.e., if Customer terminates the Agreement before the end of the 12<sup>th</sup> month of the Term, Customer will be charged 100% ETFs, including the usage, waived installation fees, and/or promotional credits as described herein). Customer must provide a 60 day Disconnect Notice as outlined in the applicable terms and conditions found at [www.firstcomm.com](http://www.firstcomm.com).

Termination Month	ETF Rate of MRC
0 to 12	100%
13 to 24	75%
25 to 36	50%



Amendment

If there is any conflict between the terms and provisions of the Amendment and the terms and provisions of the Service Order, the Agreement or any prior addenda or amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Service Order and the Agreement and any prior addenda or amendment thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

The undersigned hereby represent and warrant that they are duly authorized to execute this Amendment and have fully read and understand the terms and conditions.

Medina Municipal Court

First Communications, LLC

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

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

Printed Name: Dennis Hanwell

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

Title: Mayor

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

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

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



**Order Type: NEW**

**Customer Information**

Company Name : Medina Municipal Court

**Sales Executive Information**

Sales Executive : Faber, Ronald - 1008A

Phone : (330) 436-5020

E-Mail : rfaber@firstcomm.com

**Billing :**

Fed. Tax ID Number : \_\_\_\_\_

Federal Tax Exempt ID : \_\_\_\_\_

State Tax Exempt ID : \_\_\_\_\_

Existing Account Number if applicable : \_\_\_\_\_

Parent Account Number if applicable : \_\_\_\_\_

**Contract:**

Contract Term (yrs) : 3

135 N Elmwood Ave, Medina, OH, 44256 (1)

UCaaS					
UC Packages	Unit Price	QTY	Monthly	One-Time	
UC Standard	\$11.99	40	\$479.60	\$0.00	
Equipment					
Equipment	Unit Price	QTY	Monthly	One-Time	
OBI 300 Voice Adapter - Faxing & UC Standard	\$7.99	3	\$23.97	\$0.00	
UC Phones - Yealink					
UC Phones - Yealink	Unit Price	QTY	Monthly	One-Time	
Yealink T54W Equipment Rental	\$5.50	40	\$220.00	\$0.00	
Usage					
Usage	Unit Price	QTY	Monthly	One-Time	
IP PBX Unlimited Local + LD	\$0.00	40	\$0.00	\$0.00	
Training					
Training	Unit Price	QTY	Monthly	One-Time	
Phone & Feature / Portal Training- Webinar Included up to 2 hours	\$0.00	1	\$0.00	\$0.00	
<b>Site Total</b>			<b>\$723.57</b>	<b>\$0.00</b>	
<b>Order Totals</b>			<b>\$723.57</b>	<b>\$0.00</b>	

**Contact Type 1: Service Address Contact**

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

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

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_

**Responsible Authorized Party Contact :**

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

Customer Management Portal Login ID : \_\_\_\_\_

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

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_

**Voice Vendor :**

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

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

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_

**Data Vendor :**

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Phone : \_\_\_\_\_  
E-Mail : \_\_\_\_\_

By signing this Service Order, Customer is ordering the Services set forth herein and agreeing to the following terms and conditions applicable to the specified Services, all of which are incorporated herein by reference as if fully set forth herein and which form an integral part of Customer's Agreement with Company: (i) Master Services Agreement; (ii) applicable Service Terms and/or Service Level Agreement, if any; (i) First Communications, LLC ("Company") Terms and Conditions of Business Services, which can be found at [www.firstcomm.com](http://www.firstcomm.com) ("T&Cs"); and (iv) any applicable rates, tariffs and/or price/service guides, which may also be found at [www.firstcomm.com](http://www.firstcomm.com). Defined terms used herein and not defined shall have the meanings given to them in the T&Cs. Customer agrees to pay for all Services ordered or otherwise used or provided, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, surcharges, and any other fees charged by Company, including those in the applicable tariff and/or rate guide. Customer acknowledges and agrees that it has read and agrees to be bound by this Service Order and all applicable agreements and terms described above. Customer authorizes Company to obtain any credit information and/or customer proprietary network information (CPNI) necessary to provision Services and to establish or maintain Customer's account and acknowledges that provision of Services hereunder is subject to a Customer credit check satisfactory to Company in its sole discretion; and hereby also authorizes the release of such information by any third parties to Company. Customer may be required to complete Company's Credit Application to commence the required credit check, and if required, but Customer fails to do so, Customer will be in breach of the Agreement. Customer understands that number and/or IP assignments are not guaranteed and the Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, Company with a valid Letter of Authorization, Letter of Agency, and/or Change of Responsible Organization for all applicable Services ordered. Any changes in the Services ordered (e.g., adding/deleting/replacing lines, equipment or licenses, increasing bandwidth, length of term, software installations or upgrades etc.) will alter the pricing set forth herein, and all such changes shall be subject to the terms of the Agreement under this Service Order regardless of whether they are made by Amendment or otherwise changed in connection with provisioning or delivery of the Services. The parties agree that any change within ten percent of the value signed for herein by Customer will be binding upon Customer and will not be deemed a material change. Customer is responsible for identification and payment of any termination fees to any third party that may apply when switching to Company's Services. By signing below, the undersigned represents that he/she is authorized to enter into the Agreement on behalf of Customer.

**Agreed to on behalf of CUSTOMER by:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agreed to on behalf of FIRST COMMUNICATIONS, LLC by:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



This Master Services Agreement ("MSA") is made by and between First Communications, LLC, with offices at 3340 West Market Street, Akron, OH 44333 ("First Communications"), and Medina Municipal Court ("Customer"). Each party may be referred to herein as a "Party" or collectively as the "Parties." This MSA sets forth the general terms and conditions governing Customer's purchase of Services from First Communications. Defined and/or capitalized terms used in this MSA and not otherwise defined herein shall have the meanings given to them in First Communications' Terms and Conditions of Business Services ("T&Cs") posted on First Communications' website [www.firstcomm.com](http://www.firstcomm.com) from time to time, which are applicable to all Services provided by First Communications and form an integral part of the Agreement between the Parties.

**1. SERVICES; SERVICE ORDERS**

1.1 Customer may submit requests for Services hereunder upon or after execution of this MSA by submission of an executed Service Order in the most current form of Service Order that is designated for Service requests by First Communications at the time of such order ("Service Order"). The Service Order, together with the T&Cs and applicable individual Service Terms (if any), shall set forth the Term, pricing, service location(s) and additional terms and conditions specific to the requested Services. Except to the extent expressly set forth in a fully executed Amendment between the parties, all terms and conditions set forth in the Agreement shall control. Customer agrees that any provisioned or delivered changes, including additions, deletions or replacements, to the Service ordered (such as adding/deleting/replacing lines, equipment or licenses, increasing bandwidth or licenses, changing length of Term or installing or upgrading software) arising out of such ordered Service shall be governed by the Agreement.

1.2 A Service Order shall be deemed accepted by First Communications upon execution of such Service Order by a duly authorized representative of First Communications. First Communications shall have no obligation to provide and no liability for Services requested in any Service Order that First Communications has not accepted. First Communications reserves the right to add or delete Service offerings under this MSA and to increase prices to be charged to Customer for Services provided during the Term; provided, however, any changes on Service Orders already accepted shall be only in accordance with the T&Cs and/or applicable Service Terms.

1.3 First Communications may elect to offer an electronic or automated method for submitting Service Orders now or in the future and may advise Customer if such order entry system becomes available in the future, in which case an order for Service submitted by such First Communications approved electronic or automated method shall be deemed a Service Order under the Agreement. Customer understands and agrees that any online click through order for Cloud IP PBX Service shall be deemed a Service Order under the Agreement and all terms and conditions of the Agreement shall be binding on Customer with respect to such click through Service Order.

1.4 Service Level Goals for applicable Services are outlined in separate Service Terms or Service Level Agreements particular to each Service (each, an "SLA") and posted on First Communications' website [www.firstcomm.com](http://www.firstcomm.com). First Communications may change the form of the SLA at any time for any Services and Service Orders not yet executed by the Parties. Each SLA applies only for the specific Service as defined in that individual SLA. In the event of performance issues resulting in the relevant Service Level Goal not being met, eligible Customers will receive a service credit against the applicable Affected Service MRC in accordance with SLA terms and conditions.

**2. TERM AND TERMINATION**

2.1 Unless earlier terminated as provided in the Agreement, this MSA shall be in effect for as long as the Term of any accepted Service Order(s), or Amendments thereto or hereto, or otherwise for as long as First Communications shall provide Services to Customer. Each Service Order placed under the Agreement shall have its own Term as indicated on such Service Order. At the valid expiration or termination of the initial Term plus any renewal Term of the individual Service Order(s), if First Communications continues to provide Service under such Service Order regardless of such expiration or termination, the applicable Service Order shall remain in effect on a month-to-month basis pursuant to the terms of the Agreement until thereafter non-renewed and/or terminated in accordance with the T&Cs by either Party. If Customer continues to receive Service after the effective date of any prior termination/disconnect notice, Customer will be deemed to have waived the prior termination/disconnect request and must submit a new termination/disconnect notice thereafter in accordance with the timeframes and terms set forth herein and in the T&Cs.

2.2 In all cases where Customer desires to non-renew or terminate Services, including, without limitation, those being provided on a month-to-month basis, Customer shall provide First Communications with at least 60 days prior written notice that Customer is disconnecting or terminating Services. If Customer terminates/disconnects this MSA, a Service Order and/or any Service(s) prior to the end of the applicable Term, or if First Communications terminates this MSA, a Service Order and/or any Service(s) pursuant to a Customer default under the Agreement, Customer shall be subject to an Early Termination Fee.

**3. BILLING AND PAYMENT; CREDIT APPROVAL**

3.1 Billing for Services shall commence upon the date Service is first made available to Customer. First Communications shall provide Customer with a monthly invoice and all amounts due First Communications shall be payable in full within 30 days from the date of invoice. First Communications may charge interest at the rate of 1.5% per month, not to exceed the highest lawful rate, on delinquent amounts, without prejudice to its other rights under the Agreement in the event of delinquent payment. Customer must deliver written notice of any billing dispute together with all supporting documentation to First Communications within 60 days from the date of the original invoice, otherwise such invoice shall be deemed correct. In the event of a billing dispute, Customer shall timely pay all undisputed amounts including any undisputed portion of a disputed invoice. Customer will receive a monthly paper invoice from First Communications at a charge of \$10 per month unless it elects the paperless billing option by submitting the Paperless Invoice Authorization Form with the Agreement.

3.2 Provision of all Service Orders are subject to a Customer credit check, and at its sole option upon written (including via e-mail) or verbal notice to Customer, First Communications may require a Customer deposit or other assurance of performance or financial wherewithal prior to initiation of any provisioning or installation of Service, or may promptly terminate the Agreement and/or any Service Order without liability to First Communications, including, without limitation, any termination due to Customer's failure to provide the required deposit or other assurance of performance or financial wherewithal. Customer agrees that it must complete First Communications' Credit Application to commence the required credit check and failure to do so will be deemed to be a breach of the Agreement. First Communications shall refund all or a portion of a deposit paid to First Communications if First Communications determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure timely payment. Refund of all deposit monies remaining with First Communications shall occur upon termination or expiration of the Agreement and all associated Service Orders, less any amounts that may be due from Customer hereunder.

**4. TAXES AND REGULATORY FEES**

Customer shall be responsible for the proper and timely payment and reporting of, and shall hold First Communications harmless from and against, applicable federal, state, local and other sales, use, excise, regulatory or other taxes, fees, charges or surcharges (other than taxes imposed on First Communications' net income, capital or net worth) to taxing authorities that are assessed, related to or due by reason of the provision of Services by First Communications to Customer under the Agreement, including any penalties and interest thereon. If applicable, Customer shall keep on file with First Communications copies of its current tax exemption certificates, and in any event, shall provide such certificates annually to First Communications. All federal, state, local or other taxes determined by First Communications to be due on the Services provided under the Agreement shall be charged to Customer and be due and payable according to the terms of the Agreement.

**5. APPLICABLE LAWS**

5.1 The Agreement is subject to all applicable federal, state, local or other laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), First Communications' applicable tariffs or price guides, if any, and the receipt and continuance of any required approval or authorization by First Communications from the FCC or any governmental body with authority over the Services to be provided. The Services provided by First Communications are subject to the condition that they will not be used for any unlawful or unauthorized purposes. Customer agrees that it is solely responsible for determining whether any Services, including applications, features, data or third party services relating thereto, or any use thereof comply with laws, standards, regulations and policies applicable to Customer's business or industry, including without limitation those relating to privacy, data protection, financial standards, personally identifiable information, personal health information, consumer protection and/or telemarketing, and ensuring compliance therewith.

5.2 Either Party may terminate its obligations under the Agreement and/or any Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if any order or ruling would make it impossible for either Party to carry out its obligations under the Agreement or such Service Order. In the event Customer engages in any unlawful or unauthorized use of the Services, or in the event Customer violates any laws, rules or orders of the FCC, other regulatory authority or a court of competent jurisdiction, First Communications may, in its discretion, take such action as is necessary to comply with applicable law or regulation, including but not limited to, termination of the Agreement, the applicable Service Order and/or the Services to Customer in whole or in part.

**6. DISPUTE RESOLUTION; CHOICE OF LAW AND FORUM**

6.1 The Parties agree to use the dispute resolution procedures set forth in the T&Cs with respect to any claim, dispute or other controversy arising out of or relating to the Agreement, except for the following types of claims, disputes or controversies: (a) suits for preliminary injunctions or temporary restraining orders; (b) suits to compel compliance with the dispute resolution processes; or (c) billing or payment collections matters or claims initiated by First Communications. In any court proceeding to enforce the Parties' agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate in the T&Cs, whether the issue is subject to arbitration and the failure of one Party to comply with that arbitration agreement. These issues shall be decided by the court without a jury. The Parties agree that there shall be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

MASTER SERVICE AGREEMENT

6.2 This MSA and the Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Ohio without regard to its conflict of laws principles. The Parties agree that Akron, Ohio will be the exclusive jurisdiction for any claim, dispute or other controversy that may arise between the Parties. Each Party consents to personal jurisdiction and venue in Akron, Ohio and waives any objection based on inconvenient forum. Notwithstanding anything to the contrary set forth herein, each Party irrevocably waives any right to trial by jury in connection with any claim, dispute or other controversy.

7. ENTIRE AGREEMENT; SEVERABILITY

The Agreement (including all fully executed Service Order(s) and Amendments hereto and thereto) constitutes the entire understanding between the Parties relating to all Services provided by First Communications to Customer and correctly sets forth the rights, duties and obligations of each Party to the other; provided, however, that the Agreement shall not affect or modify the terms or applicability of any other agreement between the Parties regarding subject matter other than Services provided by First Communications to Customer. Any prior or contemporaneous agreements, promises, negotiations or representations regarding the subject matter of the Agreement not expressly set forth in the Agreement are of no force or effect. No alteration, modification or variation of the terms of any provision shall be valid unless made in a written Amendment and signed by a duly authorized representative of First Communications and Customer. In the event that any one or more of the provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. Each Party hereby represents and agrees that it has read and understands the T&Cs and any applicable Service Terms for additional provisions of the Agreement binding on the Parties, including, without limitation, those relating to Charges, Term, Conditions of Use, Acceptable Internet Use Policy, 911/E911 Services, Indemnification, Warranty Disclaimer and Limitation of Liability.

8. BINDING EFFECT; ASSIGNMENT; WAIVER

This MSA and the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Customer may not assign the Agreement or any rights or obligations thereunder without First Communications' prior written consent. Any provision of this Agreement may be waived in writing at any time by the Party that is entitled to the benefit of such provision. No failure nor delay by a Party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

9. CONSTRUCTION AND INTERPRETATION; CONFIDENTIALITY

The Parties hereby waive any rule requiring construction or interpretation against the drafter with respect to the Agreement, including, without limitation, any Service Order under this MSA. With respect to any interpretation hereof and thereof, the Agreement shall be deemed to be drafted by both parties by mutual effort and agreement. The Parties agree that this MSA and any Service Order hereunder shall be deemed and will be treated as confidential information pursuant to the T&Cs.

10. COUNTERPARTS; ELECTRONIC SIGNATURES

Acceptance of this MSA and any Service Order hereunder is contingent upon acceptance by a representative of First Communications duly authorized to execute this MSA and/or the Service Order. Documents requiring signature as part of the Agreement may be executed in separate counterparts, each of which, when so executed, shall be an original, but all such counterparts which shall together constitute one and the same Agreement. Facsimile and electronic signatures, including any click through ordering portal or DocuSign confirmation, shall be deemed and will be treated as an original signed Agreement or counterpart, as applicable.

The undersigned each hereby represent and warrant that he/she is duly authorized to execute this MSA and any Service Order hereunder, has fully read and understood the terms and conditions of the Agreement and accepts the Agreement on behalf of the respective company identified below.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date set forth below.

Medina Municipal Court

First Communications, LLC

Authorized

Authorized

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

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

Printed

Printed

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

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

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

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

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

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



Letter of Authorization

Page \_\_\_\_ of \_\_\_\_

Customer Information

Customer Name		State	
Address	Suite	Zip Code	
City		Phone	

Section 1: Authorization: By signing below I am authorizing First Communications, LLC to become my provider for the telephone numbers indicated for local dial tone and toll, long distance, and international services.

Block Long Distance Calling:       Block International Calling:

\* If neither is checked standard setup is that Long Distance and International Calling are authorized to be active features on the account, in addition to local services.

ENTER TELEPHONE NUMBER(S) OR DID RANGE


I authorize First Communications to act as my agent to make this change occur. I also understand that First Communications may have different calling areas, rates and charges than my current provider, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly. I certify that I have read and understand this Letter of Authorization. I further certify that I am at least eighteen (18) years of age and am authorized to change the service provider for the telephone numbers listed. I understand that I may select only one InterLata (long distance)/international long distance and only one IntraLata (local toll) carrier for each telephone number. I also authorize First Communications to access my customer proprietary network information (Customer Service Record) to facilitate this transaction.

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

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





As a First Communications customer, you are eligible to sign up for our Paperless Billing option. Please select the option you wish and sign below. If you do not select an option and/or sign below, you will receive a paper invoice, which does require a \$10.00 fee that will appear on your monthly invoice.

- Yes! I want to *save \$10 a month* by receiving a Paperless Invoice.
- No, I would like to receive a Paper Invoice.

\_\_\_\_\_ **Billing Contact Name**

\_\_\_\_\_ **Title**

\_\_\_\_\_ **Email Address**

\_\_\_\_\_ **Customer Signature**

\_\_\_\_\_ **Date**

**How it works:**

- ❖ An email will be sent to your billing email address with a Temporary Username and Password
- ❖ You can now log on to <https://www.firstcomm.com/customer-login/> to view your invoice, payment information, call detail and more
- ❖ When your invoice is ready for viewing, you will receive an email notification
- ❖ Make payments *even simpler* by signing up for First Communications Automatic Payment Feature

\*Charges and fees may be subject to change. Please see [www.firstcomm.com](http://www.firstcomm.com) for more information.

**ORDINANCE NO. 120-21**

**AN ORDINANCE AMENDING ORDINANCE NO. 103-18, PASSED JULY 9, 2018, RELATIVE TO THE JOB CREATION GRANT AGREEMENT FOR KRAFT WERKS ENGINEERING, LLC.**

**WHEREAS:** Ordinance No. 103-18, passed July 9, 2018, authorized the Mayor to enter into a Job Creation Grant Agreement with Kraft Werks Engineering, LLC; and

**WHEREAS:** Kraft Werks Engineering, LLC has requested their grant agreement be amended to reflect the annual payroll of \$2,000,100 and 32 full-time positions, and the amended agreement will reduce the grant term from 6 years to 5 years.

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

**SEC. 1:** That Ordinance No. 103-18, passed July 9, 2018, relative to the Job Creation Grant Agreement for Kraft Werks Engineering, LLC is hereby amended.

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

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

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

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

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

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

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

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

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

EXHIBIT A

GRANT# JCG18-Kraft Werks Engineering LLC-18

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Kraft Werks Engineering LLC with its main offices located at 935 Heritage Drive, Medina, Ohio 44256 (hereinafter referred to as "The Company"), and is dated as of \_\_\_\_\_.

WHEREAS, the "Company" has requested an amendment to Exhibit A grant agreement as revised below:

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, "The Company" is desirous of establishing a new business located at 935 Heritage Drive, Medina, Ohio to create 32 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS; the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing "The Company" with incentives available for the development of the PROJECT; and

WHEREAS, "The Company" has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, "The Company" has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of "The Company" and has recommended the same to Medina City Council on the basis that "The Company" is qualified by financial responsibility and

business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the request of "The Company" to amend the agreement and has recommended the same to City Council on the basis that "The Company" is qualified by financial responsibility business experience and have created the employment opportunities in the City of Medina and improved the economic climate of Medina and;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. "The Company" shall acquire a building located at 935 Heritage Drive, Medina, Ohio for the purpose of manufacturing. This project will include significant investments for land and building acquisition, building improvements, machinery & equipment and inventory.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$4,000,000(dollars).

- B. The PROJECT will involve a total investment, plus or minus 10%, by "The Company" as follows:

1. New Machinery and Equipment	\$ 800,000
2. Improvements to Existing Buildings	\$ 50,000
3. Land/Building Acquisition	\$ 1,920,000
4. Inventory	\$ 1,200,000
5. Furniture & Equipment	\$ 30,000

TOTAL \$4,000,000

- C. Occupancy of the building will begin approximately May 24, 2018.

3. Job Creation and Retention.

- A. "The Company" shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 32 new full-time permanent job opportunities in the City of Medina.

- 1) "The Company" schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
2019	27
2020	3
2021	2

- B. The job creation period begins approximately July 2018 and all jobs will be in place by December 31, 2021.
- C. The Company currently has 0 employees at the project site. The Company currently has 0 employees in the City of Medina. The Company will create 32 full-time permanent employees in the City of Medina in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately **\$2,000,100.** of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage Of Payroll Taxes New to Medina</u>
5	40%

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$12,500.63 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **"The Company"** must retain full time permanent jobs existing in Medina as per the grant Agreement.

- (1) If **“The Company”** does not achieve at least 90% of new payroll projections, **“The Company”** shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If **“The Company”** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **“The Company”** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **“The Company”** will receive its annual grant payment.
- (4) New payroll is defined as that amount in Section 3(D) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2019. The initial grant payment shall be made by approximately June 30<sup>th</sup>, 2022, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2022, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **"The Company"** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **"The Company"** is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that **"The Company"** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If **"The Company"** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **"The Company"** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **"The Company"** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **"The Company"** shall pay all taxes and shall file all tax reports and returns as required by law. If **"The Company"** fails to

pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **"The Company"** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **"The Company's"** compliance with the Agreement.
8. Maintenance of Grant.
  - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
  - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **"The Company"** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. **"The Company"** certifies that at the time this Agreement is executed, **"The Company"** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **"The Company"** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **"The Company"** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **"The Company"** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **"The Company"** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **"The Company"** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the



City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of "**The Company**" in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If "**The Company**" fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If "**The Company**" fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If "**The Company**" fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of "**The Company's**" breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if "**The Company**" fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if "**The Company**" has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny "**The Company**" the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
  - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) "**The Company**" vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 9 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **"The Company"** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **"The Company"** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the   9   year period beginning on the effective date of this Agreement; or within ten (10) days from the date **"The Company"** is notified by the City of Medina that any tax certification is fraudulent.

- G. **"The Company"** or successor entity shall promptly notify the City of Medina if any of the following events occur:
- (i) If control of **"The Company"** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
  - (ii) If **"The Company"** merges with another entity or
  - (iii) If **"The Company"** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **"The Company"** or its successor entity to perform substantially the obligations of **"The Company"** under this Agreement and to meet the employment and payroll projections anticipated herein. **"Control of 'The Company'"** for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **"The Company's"** board of directors.

- H. Each provision for modification or termination hereunder shall not affect **"The Company's"** obligations or the City of Medina's rights under any other provision of this Agreement.
13. Fees. **"The Company"** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **"The Company"** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to:

Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to:

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

If to KRAFT WERKS ENGINEERING LLC to:

Kris Klingmann  
935 Heritage Drive  
Medina, Ohio 44256

or such other address as may be noticed.

- 15. Condition Precedent. **“The Company”** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **“The Company”**, by \_\_\_\_\_, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSED BY:

CITY OF MEDINA

\_\_\_\_\_  
\_\_\_\_\_

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

Title: Mayor

WITNESSED BY:

KRAFT WERKS ENGINEERING LLC  
(The Company)

\_\_\_\_\_  
\_\_\_\_\_

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

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

The legal form and correctness of the within instrument is hereby approved.

DIRECTOR OF LAW– CITY OF MEDINA

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

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

**ORDINANCE NO. 121-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING AGREEMENT BETWEEN THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE CITY OF MEDINA, OHIO PERTAINING TO THE WEST SMITH ROAD, PHASE 4 PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the West Smith Road, Phase 4 Project.
- SEC. 2:** That a copy of the Preliminary Engineering Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

ORD. 121-21

Project: West Smith Road Reconstruction, PH 4, Medina, OH  
ODOT PID: 112540

WLE AC&Y Subdivision Mile Post 140.12

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

**PRELIMINARY ENGINEERING AGREEMENT**

This Engineering Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2021 by and between **Wheeling & Lake Erie Railway Company**, a Delaware corporation with its principal place of business in Ohio (“**RAILROAD**”), and the **City of Medina, Ohio**, (“**CITY**”)

**EXPLANATORY STATEMENT**

1. The CITY wishes to facilitate the development of plans for West Smith Road Reconstruction, Phase 4 (MED-CR 0004 – 15.47) over the RAILROAD’s AC&Y Subdivision tracks at Mile Post 140.12, in the City of Medina in Medina County, OH. (the “**Project**”).
2. The project work will include the following: 1) Installation of a new twelve (12) inch water line (bore and jack operation) beneath the RAILROAD’s tracks; 2) Removal and replacement of the existing concrete pavement within the railroad right-of-way adjacent to the existing precast concrete grade crossing panels (the existing panels will not be disturbed); 3) Installation of approximately 5 additional precast grade crossing panels, abutting the existing crossing; on the north side only; 4) Installation of new concrete sidewalk abutting both sides of the new grade crossing panels on the north side of West Smith Road. The CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

1.1 Generally. The work to be done by RAILROAD under this Agreement may consist of: (1) the preparation or review and approval of engineering and design plans, specifications, drawings and other documents pertaining to the Project, (2) the preparation of cost estimates for RAILROAD's work in connection with the Project, and (3) the review of construction cost estimates, site surveys, assessments, studies and related construction documents submitted to RAILROAD by the CITY for the Project (“**Engineering Work**”). Engineering Work may also include: (1) office reviews, (2) field reviews, (3) attendance at hearings and meetings, and (4) preparation of correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RAILROAD to perform work which, in RAILROAD’s opinion, is not relevant to RAILROAD’s participation in the Project.

1.2 Effect of RAILROAD Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement

(collectively, the "Plans"), RAILROAD signifies only that the Plans and improvements constructed in accordance with the Plans satisfy RAILROAD's requirements.

RAILROAD expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY, or any other purpose of such Plans or improvements constructed in accordance with the Plans.

## 2. Reimbursement of RAILROAD Expenses.

2.1 Reimbursable Expenses. The CITY shall reimburse RAILROAD for all costs and expenses incurred by RAILROAD in connection with the Engineering Work, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to consultants and subcontractors by RAILROAD and (6) RAILROAD labor, together with RAILROAD labor overhead percentages established by RAILROAD pursuant to applicable law, (collectively, "**Reimbursable Expenses**").

2.2 Estimate. RAILROAD has estimated the total Reimbursable Expenses for the Project to be approximately **\$12,000.00** (the "**Estimate**" as amended or revised). As per 23 CFR 646.216 (d) (vi), RAILROAD shall submit an itemized estimate for approval by the CITY prior to beginning work. In the event RAILROAD anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the CITY with the revised Estimate of total Reimbursable Expenses for the CITY's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RAILROAD may elect, by delivery of notice to the CITY, to immediately cease all further Engineering Work, unless and until CITY provides such approval and confirmation.

2.3 Federal Reimbursement. Any federal reimbursement to the CITY for railroad work performed on projects undertaken pursuant to the provisions of 23 CFR part 646, subpart B, shall be made in accordance with 23 CFR part 140, subpart I, as applicable.

## 2.4 Payment Terms

2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the "**Payment Schedule**," as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.

2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.

2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

Wheeling & Lake Erie Railway Company  
100 East First Street  
Brewster, Ohio 44613

3. Appropriations. The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.
4. Termination.
- 4.1 By the CITY. The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.
- 4.2 By RAILROAD. RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.
- 4.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.
5. Subcontracts. RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.
6. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:





13. Conflicts of Interest

13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

14. Equal Employment Opportunity

14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14.3 RAILROAD agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. RAILROAD shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the RAILROAD's compliance with Title VI.

15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally,

RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.

16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.
19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
  - 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
  - 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.

23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.
24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.
25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.
26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.
27. Signatures. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Medina, OH:

By: \_\_\_\_\_  
 Dennis Hanwell  
 Mayor

Wheeling & Lake Erie Railway Company

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## EXHIBIT A

### PAYMENT SCHEDULE

#### Progress Payments

Notwithstanding anything to the contrary set forth in this Agreement, the CITY shall pay RAILROAD in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, the CITY shall remit full payment to RAILROAD, with no retainage, for its Reimbursable Expenses within thirty (30) days following delivery to the CITY of an invoice.

**ORDINANCE NO. 122-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS RELATIVE TO WATER SERVICE ON STATE ROUTE 18.**

**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 relative to water service on State Route 18 (SR 18).

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

**SEC. 3:** That the funds to cover this project, in the estimated amount of \$91,000.00 are available in Account No. 108-0610-54411.

**SEC. 4:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

**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 in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

Ord. 122-21  
Exh. A

## MEMORANDUM OF UNDERSTANDING

*TRANSFER of WATER SERVICE PROVIDER for PARCELS LOCATED in the TOWNSHIP OF MEDINA*  
within the WOODLAKE SUBDIVISION, PHASE I & II  
THE WOODS AT LAKE MEDINA CONDOMINIUMS, PHASES I THROUGH IV,  
SERENITY HOLLOW CLUSTER HOMES SUBDIVISION, PHASES I THROUGH VIII,  
THE RETREAT AT LAKE MEDINA CLUSTER HOMES SUBDIVISION, PHASE I,  
and 3866 MEDINA ROAD

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

### Section I: Project Description

The CITY is currently the water service provider for 86 residential properties and 2 commercial properties within the subdivisions noted above and as shown in Exhibit "A" that are within Medina Township outside the CITY limits. The CITY'S 16", 20" and 24" water mains that services these areas along Medina Road (SR 18) and along Lake Medina are aging and will need to be repaired / replaced in the near future.

The Medina County Sanitary Engineers (MCSE) currently has existing water mains that run parallel to the CITY'S water main(s) through the Lake Medina parcel and along Medina Road that can provide water service to these properties.

The Ohio Department of Transportation (ODOT) will begin completing a widening project, MED -18-12.99, along Medina Road in 2021 with construction to be complete by 2024. This work will impact the CITY'S existing water mains along Medina Road and would necessitate the replacement/relocation a portion of these lines with costs to be borne by the City.

The CITY requests that the COUNTY become the water service provider for the 86 residential properties and the 2 commercial properties by transferring water service at four locations as indicated on Exhibit "B". With the transfer of service the COUNTY will assume ownership and maintenance responsibilities of all existing CITY water mains that service these properties.

Construction and transfer of water service is tentatively scheduled to begin in the summer of 2021.

### Section II – Consent Statement

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

### Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY and COUNTY shall each bear fifty percent (50%) of the total costs for engineering, materials, labor, equipment, construction, inspection, surveying and project administration for this project.
2. The COUNTY shall draft a scope of work for the water transfer locations "1", "2", and "3" as shown on the Exhibit "B" and submit to the CITY for review. The COUNTY and CITY shall agree on the scope for each location prior to soliciting for proposals to complete the work.
3. The CITY shall solicit a minimum of three (3) proposals from contractors based on the agreed upon scope of work for the three (3) water transfer locations. The CITY shall provide the proposals to the COUNTY for review and the CITY and COUNTY shall agree upon the proposal to be selected.
4. The water transfer for location #4, as shown on Exhibit "B", shall be completed through the ODOT MED-18-12.99 project based on the ODOT unit price items. The CITY shall reimburse the COUNTY for fifty (50) percent of the total costs for this water service installation based on the ODOT contract unit prices.
5. The CITY shall enter into a contract with the selected contractor for the completion of the water service transfer work. All payments per the contract shall be made by the CITY.
6. Upon completion of the water service transfers, the County shall furnish and install new water meters to each of the water meter service locations. The City and the County shall each bear 50% of the costs for the purchase of the new water meters.
7. The preliminary cost estimate to fully complete the water service transfer of all properties from the CITY's water supply system to the COUNTY'S is as follows:
  - Water service transfer location #1 (3866 Medina Road): \$4,500.
  - Water service transfer location #2 (Burgundy Bay-Lake Medina): \$35,000.
  - Water service transfer location #3 (Retreat, Ph. I): \$16,000.
  - Water service transfer location #4 (Burgundy Bay-Medina Rd): \$24,00.
  - Water meter change out equipment costs: \$9,000.
  - Survey / Easements costs: \$2,500.
  
  - Total preliminary cost = \$91,000
8. The COUNTY agrees to provide all costs and invoices for all equipment and meters associated with the project. The actual final total cost for the project shall be calculated by the CITY upon completion of all project components as listed above and provided to the COUNTY for review. The COUNTY and CITY shall agree upon the final total project cost. The CITY shall provide the COUNTY with an invoice for their share (50%) of the total cost for the project.
9. The COUNTY shall submit payment for their total share (50%) due to the CITY within sixty (60) days after receiving the invoice from the CITY.

Section IV – Ownership and Maintenance

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

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

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

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

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

Printed Name: Dennis Hanwell

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

Title: Mayor

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

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



**ORDINANCE NO. 123-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT TWO (2) EASEMENTS NECESSARY FOR THE LINDENWOOD HEADWALL REPLACEMENT PROJECT.**

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

- SEC. 1:** That the Mayor is hereby authorized to accept two (2) Easements necessary for the Lindenwood Headwall Replacement Project, Job #1074.
- SEC. 2:** That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 811 Lindenwood Lane, Permanent Parcel No. 028-19B-11-027, part of Medina City Lot 2796.
- SEC. 3:** That the Easement marked Exhibit B, attached hereto and incorporated herein, is on the property located at 850 Shorewood Drive, Permanent Parcel No. 028-19B-11-028, part of Medina City Lot 4496.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**Effective date –**

# 1.  
p lot 5

Ord. 123-21  
Exh. A

**Storm Sewer and Drainage Easement**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of TWO THOUSAND EIGHT HUNDRED SEVENTY EIGHT and 07/100 Dollars (\$2,878.07) and other good and valuable consideration recited herein given to RAYMOND A. TOMAZIC and SANDRA S. TOMAZIC (Husband and Wife) hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot 2796, as recorded in Plat Volume 13, Page 4 of Medina County Recorder's Records, also being a part of land conveyed to Raymond A. Tomazic and Sandra S. Tomazic by deed recorded on August 12, 1999 in Document Number 1999OR028230 of Medina County Recorder's Record further bounded and described as follows:

Commencing at a 5/8-inch iron pin found without cap at the Southwest corner of said Medina City Lot No. 2796, the same being a point in the Northern line of Lindenwood Lane having a 60 foot wide right of way and the TRUE PLACE OF BEGINNING of the drainage easement herein described;

Thence along the Northern line of said Medina City Lot No. 2796, bearing North 45°12'31" East, a distance of 80.00 feet to a point thereon;

Thence, bearing South 44°47'29" East, a distance of 12.02 feet to an angle point;

Thence, bearing South 10°31'57" West, a distance of 49.22 feet to a point in the Northern line of said Lindenwood Lane;

Thence along the Northern line of said Lindenwood Lane along the arc of a curve to the left with a radius of 1181.4 feet, a tangent length of 28.13 feet, a delta of 02°43'42", the chord which bears North 89°25'52" West, for a distance of 56.25 feet, along said arc for a distance of 56.26 feet to the Southwest corner of said Medina City Lot No. 2796 and the TRUE PLACE OF BEGINNING, containing 0.0421 acres (1,832 square feet) of land, more or less but subject to all legal highways and all covenants of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in October 2020.

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

#1  
p. 2 of 5

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 811 Lindenwood Lane; Permanent Parcel No. 028-19B-11-027, part of Medina City Lot 2796 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer headwall installation including tree stumps, brush, vegetation, and landscaping; to install the proposed headwall, appurtenances and rock channel protection; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 811 Lindenwood Lane; Permanent Parcel No. 028-19B-11-027, part of Medina City Lot 2796 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

#1  
p. 3 of 5

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18 day of NOVEMBER, 2020.

Grantor:  
Raymond A. Tomazic

Signature: [Handwritten Signature]  
Print Name: RAYMOND TOMAZIC

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of December, 2020.



Notary Signature: [Handwritten Signature]  
DERRICK J. COPE  
Notary Public, State of Ohio  
My Commission Expires October 7, 2025  
COMMISSION: 2015-RE-547377

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18 day of DECEMBER, 2020.

Grantor:  
Sandra S. Tomazic

Signature: [Handwritten Signature]  
Print Name: SANDRA S. TOMAZIC

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of December, 2020.



Notary Signature: [Handwritten Signature]  
DERRICK J. COPE  
Notary Public, State of Ohio  
My Commission Expires October 7, 2025  
COMMISSION: 2015-RE-547377

Notary Seal:

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

# SKETCH OF EASEMENT CREATING A DRAINAGE EASEMENT

SITUATED IN THE CITY OF MEDINA, COUNTY OF  
MEDINA AND STATE OF OHIO, ALSO KNOWN AS BEING  
PART OF MEDINA CITY LOT 2796.

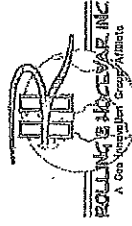
**C-1**  
Arc: 56.26'  
Radius: 1181.40'  
Delta: 002° 43' 42"  
Tangent: 28.13'  
Chord: 56.25'  
Brg: N89° 25' 52"W

**L-1**  
Course: N45° 12' 31"E  
Length: 80.00'

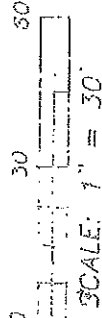
**L-2**  
Course: S44° 47' 29"E  
Length: 12.02'

**L-3**  
Course: S10° 31' 57"W  
Length: 49.22'

**OCTOBER 2020**

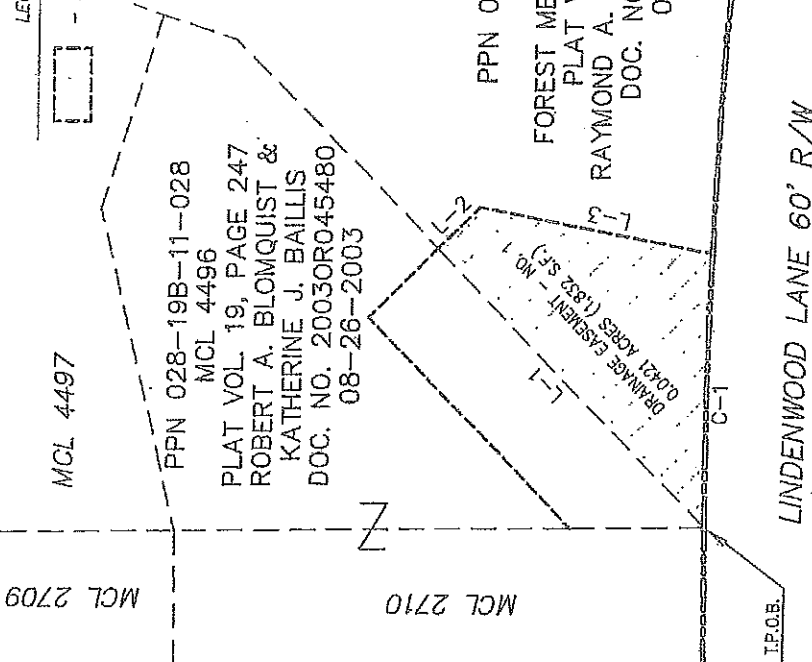
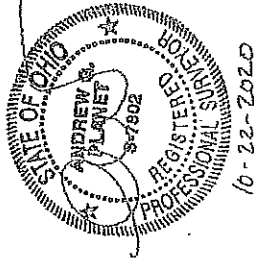


CIVIL ENGINEERING & SURVEYING  
257 SOUTH COURT STREET  
SUITE 6  
MEDINA, OHIO 44256  
PHONE: (330)723-1828  
FAX: (330)723-6637  
PROJECT No. 31.979



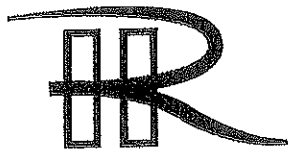
NOTE: BEARINGS ARE BASED ON  
AN ASSUMED MERIDIAN AND ARE  
USED TO DENOTE ANGLES ONLY.

LEGEND  
[Dashed line symbol] - PROPOSED DRAINAGE EASEMENT



# 1  
P. 1005

at 1  
p. 5085



**ROLLING & HOCEVAR**  
A Geo Innovation Group Affiliate

Engineering and Surveying  
257 S. Court St. • Suite 6  
Medina, Ohio 44256  
Phone: 330-723-1828 • 800-723-1870  
Fax: 330-723-6637  
E-mail: info@rh-inc.com

Legal Description for Drainage Easement No. 1  
Project No. 31,979  
October 22, 2020

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 2796, as recorded in Plat Volume 13, Page 4 of Medina County Recorder's Records, also being a part of land conveyed to Raymond A. Tomazic and Sandra S. Tomazic by deed recorded on August 12, 1999 in Document Number 1999OR028230 of Medina County Recorder's Records further bounded and described as follows:

Commencing at a 5/8-inch iron pin found without cap at the Southwest corner of said Medina City Lot No. 2796, the same being a point in the Northern line of Lindenwood Lane having a 60-foot wide right of way and the **TRUE PLACE OF BEGINNING** of the drainage easement herein described;

Thence along the Northern line of said Medina City Lot No. 2796, bearing North 45°12'31" East, a distance of 80.00 feet to a point thereon;

Thence, bearing South 44°47'29" East, a distance of 12.02 feet to an angle point;

Thence, bearing South 10°31'57" West, a distance of 49.22 feet to a point in the Northern line of said Lindenwood Lane;

Thence along the Northern line of said Lindenwood Lane along the arc of a curve to the left with a radius of 1181.4 feet, a tangent length of 28.13 feet, a delta of 02° 43' 42", the chord which bears North 89°25'52" West, for a distance of 56.25 feet, along said arc for a distance of 56.26 feet to the Southwest corner of said Medina City Lot No. 2796 and the **TRUE PLACE OF BEGINNING**, containing 0.0421 acres (1,832 square feet) of land, more or less but subject to all legal highways and all covenants of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in October 2020.

# 2.  
p. 1 of 5

ORD. 123-21  
Exh. B

Storm Sewer and Drainage Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO THOUSAND TWO HUNDRED TEN and 40/100 Dollars (\$2,210.40) and other good and valuable consideration recited herein given to ROBERT A. BLOMQUIST and KATHERINE J. BAILLIS hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a drainage and storm sewer easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 4496, as recorded in Plat Volume 19, Page 247 of Medina County Recorder's Records, also being a part of land conveyed to Robert A. Blomquist and Katherine J. Baillis by deed recorded on August 26, 2003 in Document No. 2003OR045480 of Medina County Recorder's further bounded and described as follows:

Commencing at a 5/8-inch iron pin found without cap at the Southwest corner of said Medina City No. 4496, the same being a point in the Northern line of Lindenwood Lane having a 60-foot wide right of way and the TRUE PLACE OF BEGINNING of the drainage easement herein described;

Thence along the Wester line of said Medina City Lot No. 4496, bearing North 00°47'43" West, a distance of 27.80 feet to a point thereon;

Thence, bearing North 45°12'31" East, a distance of 60.69 feet to an angle point;

Thence, bearing South 44°47'29" East, a distance of 20.00 feet to a point in the Southern line of said Medina City Lot No. 4496;

Thence along the Southern line of said Medina City Lot No. 4496, bearing South 45°12'31" West, a distance of 80.00 feet to the Southwest corner of said Medina City Lot No. 4496 and the TRUE PLACE OF BEGINNING, containing 0.0323 acres (1,407 square feet) of land, more or less but subject to all legal highways and all covenants of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in October 2020.

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

#2  
p. 2 of 5

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

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

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 850 Shorewood Drive; Permanent Parcel No. 028-19B-11-028, part of Medina City Lot 4496 with the necessary equipment to remove any obstructions as necessary to allow for the proposed storm sewer headwall installation including tree stumps, brush, vegetation, and landscaping; to install the proposed headwall, appurtenances and rock channel protection; to complete grading as necessary; to restore the affected areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 850 Shorewood Drive; Permanent Parcel No. 028-19B-11-028, part of Medina City Lot 4496 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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



IN WITNESS WHEREOF, the undersigned has executed this instrument this 18<sup>th</sup> day of JUNE, 2021.

Grantor:  
Robert A. Blomquist

Signature: [Handwritten Signature]  
Print Name: Robert Blomquist

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of June, 2021.

Notary Signature: [Handwritten Signature]  
Print Name: SERAFINO S. PICCOLI  
My Commission Expires: OCTOBER 26, 2024  
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18<sup>th</sup> day of June, 2021.

Grantor:  
Katherine J. Baillis

Signature: [Handwritten Signature]  
Print Name: Katherine Blomquist

State of Ohio )  
County of Medina) SS:

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

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 18<sup>th</sup> day of JUNE, 2021.

Notary Signature: [Handwritten Signature]  
Print Name: SERAFINO S. PICCOLI  
My Commission Expires: OCTOBER 26, 2024  
Notary Seal:

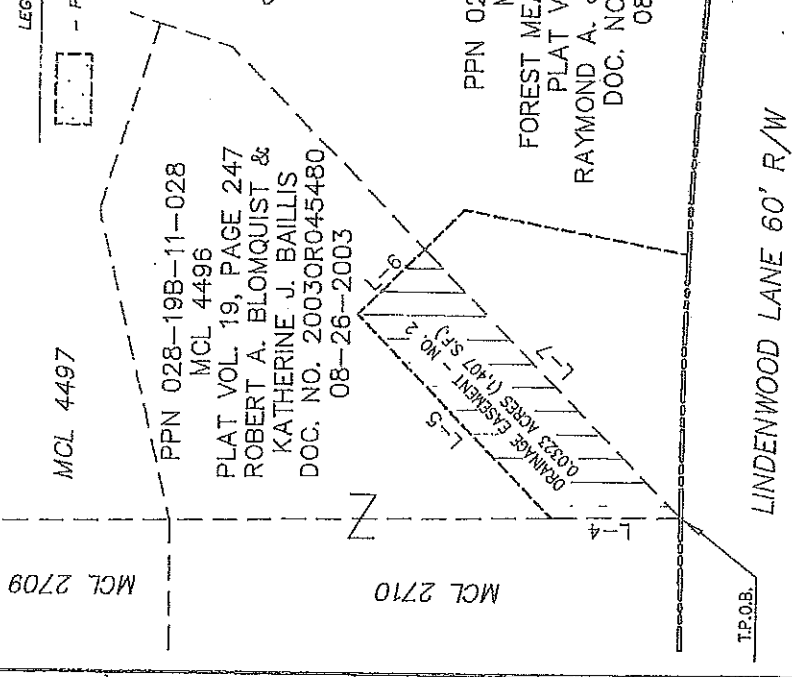
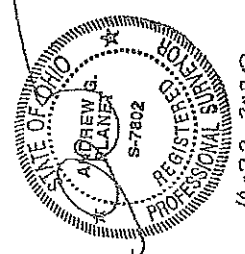
This instrument was prepared by:  
Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OHed 44256

#2  
P. 4025

# SKETCH OF EASEMENT CREATING A DRAINAGE EASEMENT

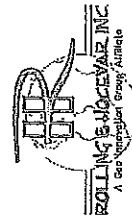
SITUATED IN THE CITY OF MEDINA, COUNTY OF  
MEDINA AND STATE OF OHIO, ALSO KNOWN AS BEING  
PART OF MEDINA CITY LOT 4496.

LEGEND  
- PROPOSED DRAINAGE EASEMENT



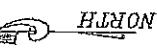
- L-4 Course: N00° 47' 43"W  
Length: 27.80'
- L-5 Course: N45° 12' 31"E  
Length: 60.69'
- L-6 Course: S44° 47' 29"E  
Length: 20.00'
- L-7 Course: S45° 12' 31"W  
Length: 80.00'

OCTOBER 2020



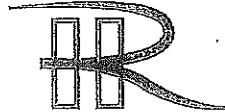
CIVIL ENGINEERING & SURVEYING  
257 SOUTH COURT STREET  
SUITE 6  
MEDINA, OHIO 44256  
PHONE: (330)723-1828  
FAX: (330)723-6637  
PROJECT No. 31.979

NOTE: BEARINGS ARE BASED ON  
AN ASSUMED MERIDIAN AND ARE  
USED TO DENOTE ANGLES ONLY.



SCALE: 1" = 30'

atZ  
p. 5 of 5



**ROLLING & HOCEVAR**  
A Geo Innovation Group Affiliate

Engineering and Surveying  
257 S. Court St. • Suite 6  
Medina, Ohio 44256  
Phone: 330-723-1828 • 800-723-1870  
Fax: 330-723-6637  
E-mail: info@rh-inc.com

Legal Description for Drainage Easement No. 2  
Project No. 31,979  
October 22, 2020

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 4496, as recorded in Plat Volume 19, Page 247 of Medina County Recorder's Records, also being a part of land conveyed to Robert A. Blomquist and Katherine J. Baillis by deed recorded on August 26, 2003 in Document Number 2003OR045480 of Medina County Recorder's Records further bounded and described as follows:

Commencing at a 5/8-inch iron pin found without cap at the Southwest corner of said Medina City Lot No. 4496, the same being a point in the Northern line of Lindenwood Lane having a 60-foot wide right of way and the **TRUE PLACE OF BEGINNING** of the drainage easement herein described;

Thence along the Western line of said Medina City Lot No. 4496, bearing North 00° 47' 43" West, a distance of 27.80 feet to a point thereon;

Thence, bearing North 45°12'31" East, a distance of 60.69 feet to an angle point;

Thence, bearing South 44°47'29" East, a distance of 20.00 feet to a point in the Southern line of said Medina City Lot No. 4496;

Thence along the Southern line of said Medina City Lot No. 4496, bearing South 45°12'31" West, a distance of 80.00 feet to the Southwest corner of said Medina City Lot No. 4496 and the **TRUE PLACE OF BEGINNING**, containing 0.0323 acres (1,407 square feet) of land, more or less but subject to all legal highways and all covenants of record.

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

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in October 2020.

**ORDINANCE NO. 124-21**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) 2022 FREIGHTLINER 108 SD CONVENTIONAL CHASSIS PLOW TRUCKS COMPLETE WITH HENDERSON DUMP BODIES AND EQUIPMENTS FROM VALLEY FREIGHTLINER AND WESTERN STAR, INC. FOR THE STREET DEPARTMENT.**

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

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

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

**SEC. 1:** That the Street Department is hereby authorized to purchase two (2) 2022 Freightliner 108 SD Conventional Chassis Plow Trucks complete with Henderson Dump Bodies and equipment from Valley Freightliner and Western Star, Inc., State Cooperative Purchasing Contract Number 023-21.

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

**SEC. 3:** That the funds to cover this purchase, in the amount of \$334,168.00, are available in Account No. 105-0610-54417.

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

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

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 125-21**

**AN ORDINANCE TO APPROVE, ADOPT AND ENACT CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO.**

**WHEREAS:** Various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of the City of Medina, Ohio; and

**WHEREAS:** Certain traffic and misdemeanor ordinances should be revised to comply with current State law; and

**WHEREAS:** The codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council.

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

**SEC. 1:** That the ordinances of the City of Medina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2021 Replacement Pages to the Codified Ordinances, which are hereby attached to this Ordinance as Exhibit A, are hereby approved and adopted.

**SEC. 2:** The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

**Traffic Code**

301.183	Low-Speed Micromobility Device. (Added)
301.22	Pedestrian. (Amended)
301.51	Vehicle. (Amended)
331.37	Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
331.42	Wearing Earplugs or Earphones Prohibited. (Amended)
335.04	Certain Acts Prohibited. (Amended)
371.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Amended)
371.14	Low-Speed Micromobility Devices. (Added)
373.14	Motorized Bicycle Operation. (Amended)
373.12	Electric Bicycles. (Amended)

**General Offenses Code**

501.99	Penalties for Misdemeanors. (Amended)
505.071	Cruelty to Companion Animals. (Amended)

- 509.07 Making False Alarms. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 521.07 Littering and Deposit of Garbage, Rubbish, Junk, Etc. (Amended)
- 525.13 Interfering with Civil Rights. (Amended)
- 529.01 Liquor Control Definitions. (Amended)
- 533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
- 533.09 Soliciting. (Amended)
- 533.091 Loitering to Engage in Solicitation. (Amended)
- 533.10 Prostitution. (Amended)
- 537.02 Vehicular Homicide and Manslaughter. (Amended)
- 537.17 Reserved. (Previously "Criminal Child Enticement")
- 541.04 Criminal Mischief. (Amended)
- 541.05 Criminal Trespass. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.06 Unlawful Transactions in Weapons. (Amended)
- 553.04 Railroad Vandalism. (Amended)

**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**

**ORDINANCE NO. 126-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS REQUIRED TO RECEIVE MONIES FROM THE AMERICAN RESCUE PLAN ACT AND TO EXECUTE THE ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute the necessary documents required to receive monies from the American Rescue Plan Act; the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and to execute the Assurances of Compliance with Civil Rights Requirements.
- SEC. 2:** That a copy of these documents are marked Exhibit A and Exhibit B, 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the city is required to enter the documentation to be permitted access to the electronic portals for processing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

ORD. 126-21  
Exh. A

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
-------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Medina, Ohio  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

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**ORDINANCE NO. 127-21**

**AN ORDINANCE AMENDING SECTION 31.10 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO ADDING JUNE NINETEENTH (JUNETEENTH) AS A FEDERAL HOLIDAY, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 31.10 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to Holidays:

**SECTION 31.10 HOLIDAYS**

The following days shall be observed as holidays for all qualified employees of the City of Medina.

1. The first day of January, known as New Years Day.
2. The third Monday of January, known as Martin Luther King Day.
3. The third Monday of February, known as Washington-Lincoln Day.
4. The last Monday of May, known as Decoration Day or Memorial Day.
5. The fourth day of July, known as Independence Day.
6. The first Monday of September, known as Labor Day.
7. The second Monday of October, known as Columbus Day.
8. The eleventh day of November, known as Veterans Day.
9. The fourth Thursday of November, known as Thanksgiving Day.
10. The twenty-fifth day of December, known as Christmas Day.
11. Subject to the approval of the Mayor, and any day appointed and recommended by the Governor of the State or the President of the United States as a holiday.
12. For Municipal Court employees, any day the presiding Municipal Court Judge declares the Municipal Court closed.

Reference Section 31.11(A): In the event that any of the aforesaid holidays should fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that the aforesaid holidays should fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

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

**SEC. 1:** That Section 31.10 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows:

**SECTION 31.10 HOLIDAYS**

The following days shall be observed as holidays for all qualified employees of the City of Medina.



1. The first day of January, known as New Years Day.
2. The third Monday of January, known as Martin Luther King Day.
3. The third Monday of February, known as Washington-Lincoln Day.
4. The last Monday of May, known as Decoration Day or Memorial Day.
- 5. The nineteenth day of June, known as Juneteenth. \***
6. The fourth day of July, known as Independence Day.
7. The first Monday of September, known as Labor Day.
8. The second Monday of October, known as Columbus Day.
9. The eleventh day of November, known as Veterans Day.
10. The fourth Thursday of November, known as Thanksgiving Day.
11. The twenty-fifth day of December, known as Christmas Day.
12. Subject to the approval of the Mayor, and any day appointed and recommended by the Governor of the State or the President of the United States as a holiday.
13. For Municipal Court employees, any day the presiding Municipal Court Judge declares the Municipal Court closed.

Reference Section 31.11(A): In the event that any of the aforesaid holidays should fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that the aforesaid holidays should fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

**\*For the remainder of 2021, all full-time eligible employees of the City of Medina will be permitted one (1) floating personal day to be used prior to the end of the year. (Ord. 127-21) Effective July 13, 2021 – December 31, 2021.**

**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 so employees may take advantage of this personal day as soon as possible; 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:** \_\_\_\_\_  
**Acting Clerk of Council**

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

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

**ORDINANCE NO. XX-21**

**AN ORDINANCE AMENDING SECTION 31.01 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SCHEDULE OF PAY FOR THE POSITIONS OF MAYOR AND DIRECTOR OF FINANCE.**

**WHEREAS:** Section 31.01 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Schedule of Pay for Elected Officials presently reads as follows pertaining to the Mayor and Director of Finance:

All elected officials of the City of Medina, Ohio, shall be paid a salary in accordance with the following schedule of pay basis:

Director of Finance*	\$86,699.86 (Annual - 2018)	Payable Bi-weekly
	\$88,433.80 (Annual - 2019)	Payable Bi-weekly
	\$90,202.58 (Annual - 2020)	Payable Bi-weekly
	\$92,006.55 (Annual - 2021)	Payable Bi-weekly

(Ord. 42-00, 171-05, 99-17)

Mayor*	\$81,599.96 (Annual - 2018)	Payable Bi-weekly
	\$83,231.98 (Annual - 2019)	Payable Bi-weekly
	\$84,896.50 (Annual - 2020)	Payable Bi-weekly
	\$86,594.40 (Annual - 2021)	Payable Bi-weekly

(Ord. 43-00, 170-05, 171-07, 109-13, 99-17)

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

**SEC. 1:** That Section 31.01 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part as follows relative to the Schedule of Pay for Elected Officials pertaining to the Mayor and Director of Finance:

**SECTION 31.01 SCHEDULE OF PAY FOR ELECTED OFFICIALS**

All elected officials of the City of Medina, Ohio, shall be paid a salary in accordance with the following schedule of pay basis:

Director of Finance*	\$94,306.68 (Annual – 2022)	Payable Bi-weekly
	\$96,664.36 (Annual – 2023)	Payable Bi-weekly
	\$99,081.06 (Annual – 2024)	Payable Bi-weekly
	\$101,558.08 (Annual – 2025)	Payable Bi-

weekly

(Ord. 42-00, 171-05, 99-17, 113-21)

Mayor*	\$88,759.32 (Annual - 2022)	Payable Bi-weekly
	\$90,978.16 (Annual - 2023)	Payable Bi-weekly
	\$93,252.64 (Annual - 2024)	Payable Bi-weekly
	\$95,584.06 (Annual - 2025)	Payable Bi-weekly

(Ord. 43-00, 170-05, 171-07, 109-13, 99-17, 113-21)

**SEC. 2:** That in accordance with Article III, Section 12 of the Charter of the City of Medina, Ohio, the above referenced increases shall take effect for those officials taking office January 1, 2022.

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

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

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

**ORDINANCE NO. XX-21**

**AN ORDINANCE AMENDING SECTION 31.01 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SCHEDULE OF PAY FOR THE POSITIONS OF MEMBERS OF COUNCIL.**

**WHEREAS:** Section 31.01 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Schedule of Pay for Elected Officials presently reads in part as follows pertaining to Members of Council:

President of Council (Term 1/1/16-12/31-19)	\$ 9,000.00 (Annual – 2019) \$13,140.00 (Annual – 2020) \$13,776.00 (Annual – 2021) \$13,776.00 (2022 & 2023+)**	Payable Monthly Payable Monthly Payable Monthly Payable Monthly
Council Members (1/1/18-12/31/23)		
Ward 1 Council	\$ 8,340.00 (Annual – 2019)	Payable Monthly
Ward 3 Council	\$ 8,760.00 (Annual – 2020)	Payable Monthly
At-Large Council (Rose)	\$ 9,180.00 (Annual – 2021)	Payable Monthly
	\$ 9,180.00 (2022 & 2023+)**	Payable Monthly
Council Members (1/1/18-12/31/23)		
Ward 2 Council	\$ 6,000.00 (Annual – 2019)	Payable Monthly
Ward 4 Council	\$ 8,760.00 (Annual – 2020)	Payable Monthly
At-Large Council (Lamb)	\$ 9,180.00 (Annual – 2021)	Payable Monthly
	\$ 9,180.00 (2022 & 2023+)**	Payable Monthly

\*\*The salaries after 2023 shall stay the same until Council should take further action to increase at that time.

(Ord. 103-17, 32-19)

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

**SEC. 1:** That Section 31.01 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part as follows relative to the Schedule of Pay for Members of Council:

President of Council	\$13,776.00 (Annual – 2021) \$13,776.00 (2022 & 2023+)** <b>\$14,464.80 (2024)</b> <b>\$15,188.04 (2025)</b>	Payable Monthly Payable Monthly <b>Payable Monthly</b> <b>Payable Monthly</b>
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<b>Council Members:</b>	\$ 9,180.00 (Annual – 2021)	Payable Monthly
	\$ 9,180.00 (2022 & 2023+)**	Payable Monthly
	<b>\$10,098.00 (Annual – 2024)</b>	<b>Payable Monthly</b>
	<b>\$11,107.80 (Annual – 2025)</b>	<b>Payable Monthly</b>

\*\*The salaries after 2023 shall stay the same until Council should take further action to increase at that time.  
(Ord. 103-17, 32-19, 114-21)

**SEC. 2:** That in accordance with Article III, Section 12 of the Charter of the City of Medina, Ohio, the above referenced increases shall take effect for those officials taking office January 1, 2022.

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

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

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