

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 22-207-9/26 – Budget Amendments
- 22-208-9/26 – Amend Code Sec. 505.07 – Cruelty to Animals Generally (a)
- 22-209-9/26 – Grant Application – Body-Worn Cameras - Police
- 22-210-9/26 – Master Services Agreement w/ Medina County Port Authority – Fiber Circuit
- 22-211-9/26 – Revocable Use Permit – Fencing & Stairs on City Parking Lot Property
- 22-212-9/26 – ARPA Funding for Permanent Supportive Housing Approval
- 22-213-9/26 – Donation to Farmers and Hunters Feeding the Hungry
- 22-214-9/26 – Resolution of Support – Champion Creek Connector Project
- 22-215-9/26 – Increase Exp. – Kokosing P.O. 2022-689 – Service Dept.
- 22-216-9/26 – Storm Water Operation and Maintenance Agreement – Taco Bell
- 22-217-9/26 – Bids, Job #1124: Fire Station #1 Parking Lot Replacement
- 22-218-9/26 – Bids, Job #1097: City Railroad Drainage & Crossing Improvements
- 22-219-9/26 – Easements – Gates Mills Bridge Replacement
- 22-220-9/26 – Increase P.O. #2022-1083, Emergency Railroad Repair
- 22-221-9/26 – ARPA – Approve Small Business Workforce Assistance Grants
- 22-222-9/26 – Increase P.O. #22-1077 to \$24,000 – Fire Dept.
- 22-223-9/26 – Amend S&B Code, Chief Building Official Compensation

9/26/22







Batch Number  
(Finance use only)  
Batch Posted?

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

RCA Number  
(Council use only)

*RCA 22-207-9/26*  
*Finance*

**REQUEST FOR APPROPRIATION ADJUSTMENT**

NO. 2022-032  
(Finance use only)

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

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

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		514-0541-56612	Sanittaiton - refunds	344,265.00		X	Medina Hosp/Cle Clinic refund
		688-0714-50111	Computer Fund/ Wages	50,000.00		X	to cover costs of new dept
		688-0714-53315	Computer Fund / tools & minor	25,000.00		X	to cover costs of new dept
		001-0707-56615	gen adm - adv out	75,000.00		X	to cover adv to it fund
139-0460-50111		139-0460-52215		48,720.00	X		to adj appropriations
171-0743-52214		171-0110-53313		33,660.00	X		to adj arpa accts
171-0743-52214		171-0610-54411		58,300.00	X		to adj arpa accts
547-0650-52214		547-0650-50111		5,000.00	X		adj airport accts to cover
547-0650-52214		547-0650-50112		2,000.00	X		adj airport accts to cover
547-0650-52214		547-0650-51121		1,000.00	X		adj airport accts to cover
547-0650-52214		547-0650-51126		500.00	X		adj airport accts to cover
			Total Increases to fund:				
			Total reductions to fund:				
			Total transfers within fund:				

EXPLANATION:

\_\_\_\_\_

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 9/20/2022

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

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

COUNCIL/COMMITTEE ACTION:

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

ORD. NO. 180-22

CLERK OF COUNCIL/DATE

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

*P. Hanwell*  
*9/2/2022*

**REQUEST FOR COUNCIL ACTION** No. RCA 22-208-9/26

**FROM:** Mayor Hanwell  
**DATE:** September 2, 2022  
**SUBJECT:** Amend Section 505.07 Cruelty to Animals Generally (a)  
**SUMMARY AND BACKGROUND:**

**Committee:** Finance

Respectfully request Council authorization to amend Section 505.07 (a) of the Codified Ordinances to avoid potential conflict with Draft Ordinance 505.11 Hunting Prohibited (a)(1).

**505.07 CRUELTY TO ANIMALS GENERALLY.**

- (a) *Except as permitted by 505.11*, No person shall:
- (1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water;
  - (2) Impound or confine an animal without affording it, during such confinement, access to shelter from wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This subsection (a)(2) does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means a man-made enclosure, windbreak, sunshade or natural windbreak or sunshade that is developed from the earth's contour, tree development or vegetation;
  - (3) Carry or convey an animal in a cruel or inhuman manner;
  - (4) Keep animals other than cattle, poultry or fowl, swine, sheep or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;
  - (5) Detain livestock in railroad cars or compartments longer than twenty-eight hours after they are so placed without supplying them with necessary food, water and attention, nor permit such livestock to be so crowded as to overlie, crush, wound or kill each other.
- (b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which such livestock may be detained in any cars or compartments without food, water and attention, may be extended to thirty-six hours without penalty therefor. This section does not prevent the dehorning of cattle.  
(ORC 959.13)
- (c) Whoever violates this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this subsection, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal. (ORC 959.99(D))

\*\*Pending review and approval from the law director.

**Estimated Cost:** N/A  
**Suggested Funding:**

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

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

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

**Council Action Taken:** **Ord./Res.**  
**Date:**

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-209-9/26


Committee

*Finance*

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

Mayor's Initials:

\_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date:** 9/9/22

**Subject:** Body-Worn Camera (BWC) Grant

**Summary and Background:**

Medina Police Department respectfully requests Council's approval to apply and receive \$40,921.59 in OCJS funds to; purchase two additional redactive software licenses through Motorola and, fund records personnel salaries that correlate with the time spent redacting BWC footage. Public records request for BWC footage is steadily increasing. Currently we have one redactive license allowing single user access. Additional licenses will allow more efficient response time to requests by providing access to multiple users in the software at one time.

**Estimated Cost:**

**Suggested Funding:** 0.0

**Sufficient Funds in Account:**

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

**New Appropriation Needed:** N/A

**Account No:**

**Emergency Clause Requested:**

No  Yes  If yes, reason: Application deadline is September 8, 2022

**Council Use Only:**

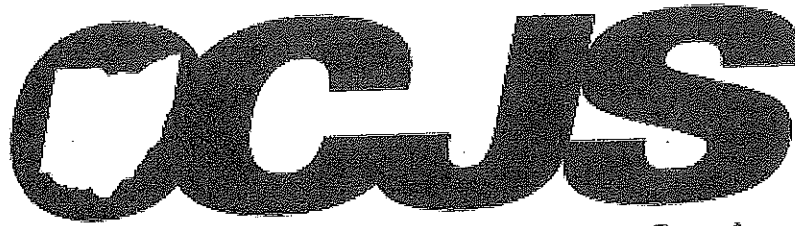
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**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**



*Office of Criminal Justice Services*

STATE OF OHIO  
BODY-WORN CAMERA GRANT PROGRAM

**2022**

REQUEST FOR PROPOSALS

APPLICATIONS ARE DUE <sup>September</sup> October 8 at 5:00 PM

OFFICE OF CRIMINAL JUSTICE SERVICES

1970 West Broad Street, P.O. Box 182632

Columbus, Ohio 43218-2632

Telephone: 614.466.7782 or 888.448.4842 • Fax: 614.466.0308

[www.ocjs.ohio.gov](http://www.ocjs.ohio.gov)

MIKE DEWINE, *Governor*

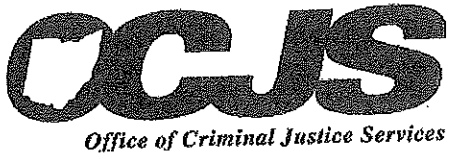
JON HUSTED, *Lt. Governor*

THOMAS J. STICKRATH, *ODPS Director*

KARHLTON MOORE, *OCJS Executive Director*

Apply for BWC grant online using the OCJS Grants Management System





# OFFICE OF CRIMINAL JUSTICE SERVICES

State of Ohio Body-Worn Camera Grant Program

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## **OCJS AND THE BODY-WORN CAMERA GRANT PROGRAM**

The Ohio Office of Criminal Justice Services (OCJS) is a division of the Ohio Department of Public Safety. By statute, OCJS is the lead justice planning and assistance office for the state, administering millions of dollars in state and federal criminal justice funding every year. OCJS also evaluates programs and develops technology, training, and products for criminal justice professionals and communities. Governor Mike DeWine has designated OCJS to administer the 2021 Ohio Body-worn Camera Grant Program ("BWC Grant Program").

Law enforcement agencies are increasingly using body-worn cameras to serve a multitude of functions: to improve evidence collection, to train officers, to strengthen officer performance and accountability, to enhance agency transparency, and to document and investigate encounters between police and the public. In 2021, at the request of Governor Mike DeWine, \$10 million was set aside in the state budget to help outfit law enforcement officers across the state with body cameras, in an effort to achieve Governor DeWine's goal "that most, if not all, law enforcement agencies in the state will establish a body camera program with the help of this grant funding." (Governor DeWine press release, Feb 3, 2021).

### **WHAT TO EXPECT**

For technical assistance on any part of the BWC Grant Program application, call OCJS at 614.466.7782 or 888.448.4842 and ask to speak to a Grants Coordinator. Regional contacts: [www.ocjs.ohio.gov/grants.stm](http://www.ocjs.ohio.gov/grants.stm). **OCJS staff are working remotely and emails are recommended for a quicker response.**

**Application.** No match is required. Agencies may submit only one application per subrecipient.

**Funding amount.** There is no funding cap; however, funding is limited. While grant funds can be used for various expenses related to implementing an agency's body worn camera program, funds will be prioritized for agencies that do not currently have a body camera program.

**Review.** OCJS staff and external criminal justice professionals competitively review grant proposals using an established process discussed in the "Proposal Narrative" section below. Reviewers assure that project budget costs are allowable and directly relate to the program. OCJS conducts internal compliance reviews of funded projects, assessing the timeliness and thoroughness of their financial and programmatic reporting. The OCJS Executive Director makes final funding recommendations and the Director of the Ohio Department of Public Safety approves them.

**Award notification.** Projects will be notified and required to complete all forms and pre-award conditions electronically through the Online Grants Management System. Subrecipients must complete all forms before final approval can be made. Law enforcement agencies **MUST** be certified on the Body-Worn Camera standard developed through the Ohio Collaborative on Community-Police Relations, *or* be actively working to become certified.

**Length of funding.** All awards will be for 12 months of funding, operating from July 1, 2021 to June 30, 2022.

### ELIGIBLE APPLICANTS

Local law enforcement agencies are eligible to apply as the implementing agency. The unit of local government must serve as the official subrecipient (e.g., township/village/city/county).

### BIDDERS TRAINING

A voluntary Bidders Training webinar for the 2021 BWC Grant Program will take place at 10 a.m. Friday Sept. 10. The training will provide information helpful for both the application preparation and review process. Please register for the webinar [here](#).

OCJS hosted a panel discussion with police chiefs from across Ohio to discuss "How to Implement a Body Worn Camera Program." View the panel discussion [here](#).

### PROGRAM PURPOSE

Law enforcement agencies must use BWC Grant Program funds to support the creation of an agency BWC program or to expand/update an agency's existing BWC program. Priority will be given to outfitting officers *who regularly interact with the public* that do not currently have functional cameras.

Grant funds can be used to purchase the following:

- Body cameras (dashboard cameras are excluded) and related hardware and software for officers who regularly interact with the public
- BWC-related hardware and software
- Video storage mechanisms (Examples: server, cloud service)
- Redacting software/service
- Editing/tagging software
- IT costs to support the program
- Consultant fees for camera programming and storage set up
- Maintenance and support fees
- Contract/consultant for programming/installation, training, technical assistance
- Personnel costs
  - Related to program administration, including but not limited to purchase, installation, training, policy development
  - Related to video support, including but not limited to reviewing/redacting video footage, storing/copying video footage
  - Related to responding to FOIA requests
- Other body-worn camera related expenses not identified above must be justified

OCJS encourages agencies to have an implementation plan for the body worn camera program. For technical assistance in developing a plan or reviewing a plan please contact OCJS.

### REQUIREMENTS OF THE BWC GRANT PROGRAM

Law enforcement agencies applying under this solicitation must be in compliance with crime statistics reporting, using the Ohio Incident-Based Reporting System (OIBRS) or the FBI's NIBRS Collection Application (NCA), per Ohio Revised Code Section 5502.62(C)(6)

Additionally, in order to receive BWC Grant Program funds, law enforcement agencies **must**:

- Be certified on the Body-Worn Camera standard developed through the Ohio Collaborative on Community-Police Relations. Agencies that apply for BWC grant funds but are not yet certified will have a pre-award condition requiring certification prior to the grant being awarded.
- Discuss in the Narrative how the agency works/will work with allied criminal justice agencies and the community in developing/implementing the agency's BWC program.
- Describe in the Narrative a sustainability plan that describes how the agency plans to support a BWC program beyond the life of this grant.
- Describe in the Narrative the required officer and supervisor training on BWC policy and use.

#### PROPOSAL COMPONENTS CHECKLIST

Use the following checklist as a general guide for submitting proposals to OCJS. Read the entire RFP before completing and submitting proposals.

- Title Page
- Narrative
- Budget

#### FORMAT AND SUBMISSION

Applicants must submit proposals online through the Online Grants Management System, by 5 p.m. EST on October 8. Please visit [www.ocjsgrants.com](http://www.ocjsgrants.com). *OCJS will not review late applications or consider them for funding.* Failure to follow the specified application requirements will also disqualify applications from review and consideration for funding.

**IMPORTANT:** Applications must be in the "APPLICATION SUBMITTED" status in the Online Grants Management System to be considered for funding. Designated Project Directors will receive an email confirmation that the application has been submitted.

Agencies that registered for the Online Grants Management System previously should use the same username and password information for this application. OCJS will deny duplicate registration requests. For more information on how to access the application portion of the Online Grants Management System, use the application manual located at [www.ocjsgrants.com](http://www.ocjsgrants.com).

For technical assistance on any part of the BWC application, call OCJS at 614.466.7782 or 888.448.4842 and ask to speak to your Grants Coordinator. Regional contacts: [www.ocjs.ohio.gov/grants.stm](http://www.ocjs.ohio.gov/grants.stm). **OCJS staff are working remotely and emails are recommended for a quicker response.**

## OHIO BWC GRANT PROGRAM APPLICATION REQUIREMENTS

NARRATIVE (Limited to \_\_\_\_\_ characters)

Please address ALL of the following items in the narrative. Grant reviewers will evaluate the narrative in terms of how clearly and completely the application responds to the items below.

### I. Community and Agency Demographics

- Describe the community being served by the agency, including:
  - Population size of the community served
  - County(ies) in jurisdiction
  - Percentage White/Black/Other
  - Percentage Hispanic/non-Hispanic
- Provide details about the law enforcement agency, including:
  - The total number of sworn officers in the agency
  - An estimate of the number of sworn officers who have patrol duties or who interact regularly with the public
  - Number of sworn officers on duty during largest shift

### II. Description of the BWC Program

If your agency is developing a new BWC program, please respond to the following:

- How many cameras do you wish to purchase with these funds?
- What is the make (manufacturer) and model of the camera the agency wishes to purchase, if known?
- How many officers will you equip with these cameras? If officers will be sharing cameras, describe the process for doing so.
- Which officer position(s) will be the recipients of body cameras (patrol, investigation, traffic enforcement, community relations, other)?
- List any ancillary equipment and/or software you wish to pay for with this grant, and describe how this equipment/software relates to implementing a BWC program.
- List any ancillary services/personnel you wish to pay for with this grant, and describe how these services/personnel relate to implementing a BWC program.
- Do you have a BWC policy in place or are you currently developing a policy?
- What external criminal justice entities (e.g., judges, prosecutor offices, etc.) have been involved or consulted in developing your BWC program?
- What community-based persons or entities have been involved or consulted in developing the agency's BWC program?
- How will the agency handle the administrative components of video support, such as reviewing/redacting footage and storing/copying footage?

- How will the agency respond to Open Records Act requests for footage?
- How will your agency sustain the BWC program after this grant ends?

If your agency is expanding or updating its current BWC program, please respond to the following:

- Number of cameras the agency currently has in operation:
- Make (manufacturer) and model of the agency's current cameras, and the year they were purchased:
- If you plan to replace existing cameras, briefly explain why (e.g., cost, quality, ease of use, etc.):
- The primary role of officers who currently wear cameras (e.g., patrol, investigation, traffic enforcement, community relations, other):
- How the agency currently stores video footage (e.g., server, cloud service). If the agency plans to use these funds to change how they store footage, briefly explain why (e.g., cost, quality, ease of use, etc.):
- How the agency currently handles the administrative components of video support, such as reviewing/redacting footage and storing/copying footage.
- How the agency currently responds to FOIA requests for footage.
- Will funds from the BWC grant program be used to purchase cameras?
- If YES, answer the following:
  - How many cameras do you wish to purchase with these funds?
  - What is the make (manufacturer) and model of the camera the agency wishes to purchase, if known?
  - How many officers will you equip with these cameras?
  - If officers will be sharing cameras, describe the process for doing so.
  - The purpose of purchasing these cameras is: (check all that apply)
    - To provide cameras to additional officers who do not currently have cameras
    - To replace existing cameras
  - Which officer positions will be the recipients of body cameras (patrol, investigation, traffic enforcement, community relations, other)?
- List any ancillary equipment and/or software you wish to pay for with this grant, and describe how this equipment/software relates to implementing a BWC program:
- List any ancillary services/personnel you wish to pay for with this grant, and describe how these services/personnel relate to implementing a BWC program:
- How will your agency sustain the BWC program after this grant ends?

**REQUEST FOR COUNCIL ACTION**

**From:** Sgt. Darin Zaremba - IT

**No.** RCA 22-210-9/26

**Date:** September 13, 2022

**Committee:** Finance

**Subject:** Master Services Agreement w/ Medina County Port Authority

**Summary and background:**

Extend fiber circuit from City of Medina data center to Garfield Elementary School. Transport point to point is \$700 per month. Service Agreement is for 36 months and has been reviewed and approved by the Law Director

**Estimated Cost:** \$25,200.00

**Suggested Funding:**

**Sufficient Funds in Account:** 388-0714-53315

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes X No    

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

Utility

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is effective when signed by both Parties ("**Effective Date**") by and between the **Medina County Port Authority**, an Ohio corporation/company ("**MCPA**"), whose principal place of business is located at 144 N. Broadway Medina, OH 44256, and is subject to the Ohio open information act, and **The City of Medina** ("**Customer**"), whose place of business is located at 132 N. Elmwood, Medina, OH 44256. Customer and MCPA are referred to herein individually as "**Party**" and collectively as the "**Parties.**"

### WITNESSETH:

**WHEREAS**, MCPA owns or operates communications and related facilities and is in the business of providing communications services; and

**WHEREAS**, Customer wishes to purchase transport services from MCPA, and MCPA wishes to provide transport services to Customer, pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

### 1. DEFINITIONS

The following capitalized terms shall have the following meanings for the purpose of this Agreement. Additional definitions may be found within the attached Exhibit(s):

(a) "**Acceptance**" or "**Accepted.**" Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Circuit on the earliest date of: (i) when testing pursuant to Exhibit C has been successfully completed and Customer has affirmatively accepted the Circuit in writing, in the manner set forth in Exhibit C; (ii) when Customer puts the Circuit into commercial use; or (iii) five (5) days past the date of the applicable Connection Notice, unless Customer notifies MCPA within such period that the applicable Services do not conform to the Technical Specifications in all material respects.

(b) "**Access Service Request**" or "**ASR**" shall mean the written order executed by Customer which delineates the type of Service, quantity of Circuits, Points of Termination, MRCs, NRCs, ASR Term, Start of Service Date and other information necessary for MCPA to provide Service to Customer. An ASR shall be deemed incorporated herein if and when it is agreed to by MCPA's issuance of a FOC as set out in this Agreement.

(c) "**Affiliate**" of a Party shall mean any person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with such Party. Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.

(d) "**Agreement**" shall mean this Master Service Agreement, including any schedules, appendices, Exhibits and documents such as accepted ASRs attached hereto and made a part hereof, or incorporated herein by reference as well as any written amendments to this Agreement which have been signed by the duly authorized representatives of the Parties.

(e) "**ASR Term**" shall mean the minimum period of time specified in an ASR for which Customer commits to purchase and MCPA commits to supply the Service specified in the ASR.



(f) **"Circuit"** shall mean a transport service between an originating and terminating location with a defined bandwidth and class of service.

(g) **"Confidential Information"** shall have the definition set forth in Section 9.

(h) **"Connection Notice"** shall have the definition set forth in Exhibit C.

(i) **"Customer Reseller"** shall have the definition set forth in Section 12.1.

(j) **"Default"** shall have the definition as set forth in Section 8.

(k) **"Design Layout Record"** or **"DLR"** means a document containing technical information which specifies MCPA's circuit identification and appropriate interconnection information.

(l) **"Emergency Maintenance"** shall mean maintenance which, if not accomplished promptly by MCPA, could result in a serious degradation or loss of Service to Customer.

(m) **"End User"** means an end user of Customer whose traffic Customer will carry via the Service.

(n) **"Firm Order Confirmation"** or **"FOC"** shall mean an order confirmation document in which MCPA commits to the Start of Service Date or other date agreed upon by the Parties and other terms of the ASR.

(o) **"Firm Order Confirmation/FOC Date"** shall mean the date that has been identified as the installation date in the FOC.

(p) **"Market"** shall mean the MCPA geographic service area as set forth in the applicable ASR.

(q) **"Monthly Recurring Charges"** or **"MRC"** shall mean a charge for Services to be invoiced and paid on a monthly basis.

(r) **"Network"** shall mean the communications network of one of the Parties, as the context of the provision requires or as contemplated under this Agreement.

(s) **"Non-Recurring Charges"** or **"NRC"** shall mean a charge for Services to be invoiced and paid on a one-time basis.

(t) **"Planned Service Outage"** shall mean any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to MCPA's Network and either (i) agreed to in writing by Customer's operations group via e-mail or other means, such agreement not to be unreasonably withheld, provided the scheduled maintenance or planned enhancements or upgrades are performed within the hours of 12:00 midnight and 6:00 AM local time, unless otherwise agreed by the Parties, or (ii) in the case of Emergency Maintenance, MCPA's operations group provides as much prior notice as practicable, via e-mail or other means.

(u) **"Point of Termination"** shall mean the particular location within the applicable Customer Mobile Switching Center (**"MSC"**) or other Site within the Market to be served, as specified in the applicable ASR, where MCPA's responsibility to provide MCPA Equipment and Service ends and where Customer's Network and Customer's responsibilities begin.

- (v) "Service(s)" shall mean transport service(s) provided by MCPA under this Agreement.
- (w) "Service Commencement Date" shall mean the date upon which a Circuit is Accepted.
- (x) "Service Outage" shall have the definition set forth in Section 15.4.
- (y) "Site" shall mean the premises of Customer or an End User at which a Point of Termination is located.
- (z) "Start of Service Date" for a particular Service, shall be the date requested by Customer for in-service as indicated on the ASR.
- (aa) "Technical Specifications" shall mean the performance specifications for each Service, which are set forth in the attached Exhibit A, as amended by MCPA from time to time upon thirty (30) days written notice to Customer.
- (bb) "Term" shall have the definition set forth in Section 5.
- (cc) "Trouble Ticket" shall have the definition set forth in Section 15.2.
- (dd) "MCPA Equipment" shall have the definition set forth in Section 16.1.

## 2. ORDERING, PROVISION AND USE OF SERVICES

2.1 ASRs. Customer may from time to time throughout the Term place orders for specific Services by the execution and delivery to MCPA of an ASR in the form attached as Exhibit D to this Agreement. MCPA shall use commercially reasonable efforts to notify Customer in writing of its acceptance or rejection of the ASR within one (1) business day. If MCPA desires to provide the Services requested in the ASR, MCPA will issue to Customer a FOC referencing the applicable ASR within (2) two business days after ASR acceptance by MCPA. Each ASR will be effective and binding on the Parties only upon issuance of the FOC, and will become part of this Agreement only to the extent that it specifies the type of Services, quantity of Circuits, Points of Termination, MRCs, NRCs, Start of Service Date (provided it is the same date as the FOC Date), ASR Term, and other information necessary to MCPA to provide Services. Any terms and conditions that are typed, printed or otherwise included in any ASR that conflict or are inconsistent with the terms of this Agreement will have no force or effect. The parties agree that Customer may submit ASRs to MCPA via e-mail, facsimile, an Internet-based system established by MCPA, or by any other electronic system as agreed to between the Parties.

2.2 Design Layout Record. At Customer's request, MCPA will provide Customer with a DLR no less than five (5) days prior to MCPA's scheduled testing date.

2.3 Provision of Services. Subject to the terms and conditions of this Agreement, MCPA shall, directly or through one or more of its Affiliates, provide Customer the Services pursuant to written ASRs accepted in accordance with the terms and conditions of this Section 2. Notwithstanding the provision of Services through one or more of its Affiliates, MCPA shall in all instances remain fully financially responsible for such Services hereunder as if MCPA were providing the Services itself.

2.4 Use of Services. Both Parties, including Customer's use of the Service (including all content transmitted via the Service), shall comply with all applicable laws and regulations and the terms of this Agreement in connection with the performance of their respective obligations hereunder. Customer shall not use, or permit the use of the Service, in a manner that will impair MCPA's network or facilities or the ability of other MCPA

customers to use MCPA's services. As between the Parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer will provide MCPA reasonable advance written notice of any order for Service to be provided to a governmental entity. The Parties acknowledge and agree that unless otherwise expressly agreed in writing by an authorized representative of MCPA, MCPA will not be bound by any flow-down clause imposed by a governmental entity.

### 3. BILLING AND PAYMENT

3.1 MRCs and NRCs. The MRCs and any applicable NRCs payable by Customer for each Service shall be set forth in another document agreed upon by the Parties (e.g., an ASR) and shall be paid after being invoiced as provided below. Customer agrees to pay any charges for the Services that are not disputed in good faith in accordance with Section 3.4 within thirty (30) days after the date of the invoice (the "**Due Date**") in immediately available funds, ACH or via company check to the address set forth in Section 17. MCPA shall provide Customer with reasonably requested information for bill validation including, but not limited to, the number of Circuits, any applicable Service codes, and charges for each Service.

3.2 Commencement of Billing. As compensation for the Services provided by MCPA, Customer shall pay the MRCs and all applicable NRCs, beginning on the Service Commencement Date. Notwithstanding the foregoing, in the event of a delay in activation of Service under an ASR is due to material delays or failures by Customer, a Customer Reseller or an End User, MCPA shall be permitted to commence billing on the FOC Date for the applicable Service provided that MCPA is able to perform / to deliver such Service in all material respects.

3.3 Interest. Unpaid amounts that are not disputed in good faith in accordance with Section 3.4 are subject to interest, not to exceed 1.5% monthly, charged by MCPA on the balance not paid by the Due Date, calculated on a daily basis from the first day when said amount became due and owing until paid. If the interest rate exceeds the maximum rate allowable by law, then the interest rate shall be equal to the maximum rate allowed by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect undisputed overdue amounts.

3.4 Billing Disputes. In the event Customer disputes any billing by MCPA, Customer shall notify MCPA in writing with an explanation for the dispute, and shall nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to MCPA. If the dispute is subsequently resolved in favor of MCPA, MCPA shall re-invoice the disputed amount owed then from the original due date, together with any applicable interest calculated in accordance with Section 3.3 above, and Customer shall pay all such amounts within thirty (30) days after the date of the reissued invoice.

3.5 Payment of Credits. In the event of a Service Outage, then at Customer's request and subject to the provisions of the Exhibit B, MCPA will credit Customer for the affected Service for the Service Outage as set forth in Exhibit B.

3.6 When Service is initiated on a day other than the first of the month or terminates on a day other than the last of the month, the MRCs shall be determined by prorating the monthly payment for the number of days during such month that Service was provided.

3.7 Customer shall not be liable for any amounts that were not previously billed to Customer by MCPA and as to which over ninety (90) days have passed since the applicable Service(s) was provided unless MCPA has notified Customer that it is unable to bill for such Services within thirty (30) days of the billing period in which Services were provided.

#### 4. TAXES

4.1 Generally. Customer shall pay any applicable federal, state or local sales, use, or excise taxes, fees or surcharges in connection with the Service furnished to Customer pursuant hereto, including state or federal Universal Service Fund contributions, but excluding any taxes based upon MCPA's property, net income, franchise, license, or capital stock, or taxes and penalties imposed on MCPA due to its failure to pay amounts when due, and taxes on MCPA Equipment. Customer shall pay all gross receipts taxes which may be passed through by MCPA under the rules of any Federal, state or local governmental authority. Notwithstanding the foregoing, Customer shall not be liable for any gross receipts taxes enacted or imposed in lieu of state or local income or franchise taxes. MCPA shall have the right to recover from Customer the amount of any fees or taxes imposed directly on MCPA in connection with the Services provided hereunder in accordance with all applicable laws, in the form of a surcharge included on MCPA's invoice.

4.2 Exemption Documentation. Customer shall provide MCPA with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer and shall immediately notify MCPA of any change in Customer's tax status. To the extent any such exemption documentation is held invalid by the tax or governmental authority for any reason, Customer agrees to reimburse MCPA for any tax liability including without limitation related interest and penalties arising from such invalid documentation.

4.3 Protest. Customer and MCPA shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority. However, the appealing party shall bear all costs and expenses associated with such appeal. Any liability related to taxes, fees, penalties, and interest arising in connection with a charge or assessment by any taxing authority shall be allocated to the Parties in accordance with this Section 4.

#### 5. TERM AND RENEWAL OPTIONS

5.1 Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date of this Agreement, and shall terminate three (3) years thereafter, unless earlier terminated as provided herein. This Agreement shall continue thereafter unless terminated by written notice by one of the Parties giving at least one hundred eighty (180) days prior written notice to the other Party. Notwithstanding the foregoing, in the event the period of time for a particular Service or Services to be provided by MCPA to Customer pursuant to the applicable ASR(s) extends beyond the expiration or other termination of this Agreement, the Term shall automatically be deemed extended for the duration of the provision of that Service, subject to specific Service termination provisions set forth herein.

5.2 ASR Term. The ASR Term will be specified in the applicable ASR, and will commence on the Service Commencement Date. Upon expiration of the ASR Term with respect to a particular ASR, the ASR Term shall continue on a month-to-month basis until terminated by (a) Customer upon thirty (30) days written notice to MCPA or (b) MCPA upon ninety (90) days written notice to Customer.

### 5.3 Early Termination.

(a) Except as may be agreed upon in a mutually agreed upon document (e.g., ASR), in the event that Customer terminates a Circuit at any time after issuance of the FOC Date by MCPA and prior to the applicable Service Commencement Date, Customer shall pay MCPA on demand the cost of any third party-imposed termination liability incurred as a result of such termination, as well as any documented construction expenses or installation charges incurred by MCPA prior to such termination.

(b) Except as may be agreed upon in a mutually agreed upon document (e.g., ASR) or as set forth in Section 5.4 or in the event Customer terminates a Service pursuant to Section 8.2 herein, in the event that Customer terminates a Circuit on or after the Service Commencement Date but before the end of the applicable ASR Term, Customer shall pay to MCPA on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of: (1) the full amount of all undisputed past due charges and interest thereon, if any, and (2) one hundred percent (100%) of all remaining MRCs for the first year of the applicable ASR Term, twenty percent (20%) of all remaining MRCs for any subsequent years of the applicable ASR Term.

5.4 Portability. Customer may, upon written Notice to MCPA, discontinue or terminate Service at a Site, prior to the end of the applicable ASR Term, without payment of the applicable termination charge, if Customer (a) replaces the affected Circuit with a different Circuit located within the same MCPA Market and places an ASR for such replacement Circuit having a Start of Service Date no later than ninety (90) days after discontinuance or termination of the original Circuit, so long as the replacement Circuit has a value (determined by multiplying the MRC for such replacement Circuit and ASR Term for such replacement Circuit) equal to or greater than the original Circuit (such value determined by multiplying the number of months remaining in the original Circuit's remaining ASR Term by such Circuit's MRC), and (b) pays to MCPA on demand all documented construction expenses and other non-recurring charges, if any, associated with the replacement Circuit, and the costs and expenses incurred by MCPA to terminate the terminated Circuit, including without limitation any applicable third-party termination liability.

## 6. INSURANCE

6.1 MCPA Obligations. MCPA shall, at its own expense, obtain and keep in full force and effect at all times for the duration of this Agreement, on an occurrence basis with a carrier or carriers having a Best Rating Service rating of A- / X or better and licensed to do business in the State where the Services are to be delivered, insurance policies of the following kinds and in the following amounts, with Customer to be named as an additional insured as its interest may appear:

(a) Workers' Compensation Insurance in accordance with all applicable laws and regulations applicable to the employees who are engaged in the performance of this Agreement;

(b) Employer's liability insurance with limits for employer's liability of \$500,000 per accident/occurrence;

(c) Commercial general liability insurance, covering comprehensive bodily injury and property damage liability insurance, including automobile insurance, contractual liability insurance, and claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, and broad form property damage liability coverage, in at least the following amounts:

Bodily injury to any one person	\$1,000,000
Bodily injury aggregate	\$1,000,000
Property damage in any one accident	\$2,000,000
Property damage aggregate	\$2,000,000.
Umbrella, or excess liability, coverage in the amount of \$5,000,000.	

Upon request of Customer, MCPA shall furnish Customer certificates of such insurance, and each policy shall make commercially reasonable efforts to provide that no decrease, non-renewal, or cancellation shall become effective except upon thirty (30) days' prior notice to Customer of such decrease non-renewal, or cancellation. MCPA shall obtain a waiver of rights of subrogation for commercial general liability insurance from its insurer in favor of Customer.

6.2 Customer's Obligations. Customer shall carry such types and amounts of insurance as are reasonably necessary to meet Customer's obligations under this Agreement. Upon request of MCPA, Customer will furnish to MCPA certificates of such insurance.

## 7. WARRANTIES AND NETWORK STANDARDS FOR SERVICES

7.1 Representations of the Parties. Each Party hereby represents and warrants to the other Party that such Party has been duly formed and is in good standing in the state of its organization, that such Party is qualified to do business in the states where the Services will be delivered, and that the execution of this Agreement by such Party has been duly authorized in compliance with such Party's organization documents and procedures.

7.2 DISCLAIMER. THE SERVICES AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MCPA, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. EXCEPT AS SET FORTH IN EXHIBIT B, MCPA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK. ANY SERVICES PROVIDED BY CUSTOMER TO ANY THIRD PARTIES (INCLUDING ANY CUSTOMER OF CUSTOMER, CUSTOMER RESELLER OR END USER) ARE THE SOLE RESPONSIBILITY OF CUSTOMER, AND IN NO CIRCUMSTANCES SHALL SUCH SERVICES BE DEEMED TO BE SERVICES PROVIDED BY MCPA TO SUCH PARTIES. THE DISCLAIMER OF WARRANTY SET FORTH IN THIS SECTION 7.2 SHALL NOT AFFECT CUSTOMER'S RIGHTS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

## 8. DEFAULT

8.1. A Party shall be deemed in default of this Agreement (a "Default") upon the occurrence of any one or more of the following events:

(a) If a Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its creditors or initiates any proceeding seeking general protection from its creditors;

(b) Except with respect to payment defaults, a Party fails to perform its material obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of written notice thereof, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion; or

(c) A Party fails to make any payment under this Agreement when due and such failure is not remedied within ten (10) business days after receipt of written notice thereof.

8.2 Upon the occurrence of a Default and subject to the applicable notice and cure periods, the non-defaulting Party hereunder may, without liability to the other Party, terminate the applicable Services affected by such uncured Default, or suspend performance with respect to the applicable Service under the affected ASRs. The foregoing shall be in addition to any other rights and remedies that either Party may have under this Agreement or at law or equity relating to the other Party's material breach.

## 9. CONFIDENTIAL INFORMATION

No Party or any of its Affiliates (the "**Receiving Party**"), without the prior written consent in each instance of the other Party (the "**Disclosing Party**"), shall disclose to any third party any confidential information supplied to the Receiving Party by the Disclosing Party or any Affiliates of the Disclosing Party which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE and which is not otherwise generally available to the public, has not been independently developed by the Receiving Party, and has not previously been known by or disclosed to the Receiving Party by a third party not bound by confidentiality restrictions or other binding contractual duty not to disclose such information (collectively, "**Confidential Information**"). The terms and conditions of this Agreement, as well as pricing information exchanged in connection with this Agreement, or included in any Service hereunder, and all non-public information of either Party or its Affiliates which was disclosed to the other Party in connection with the discussions leading up to the execution of this Agreement, are hereby designated as Confidential Information without further obligation on the part of either Party to mark or designate it as such. The Receiving Party shall not use any Confidential Information of the Disclosing Party or its Affiliates for any purpose other than the performance of its obligations under this Agreement, nor permit any of its employees, affiliates, or representatives to disclose such Confidential Information to any third person, and it shall disclose Confidential Information only to those of its employees, affiliates, and representatives who have a need for it in connection with the use or provision of Services or other obligations required to comply with this Agreement. Each Party shall protect the Confidential Information of the Disclosing Party or its Affiliates from both unauthorized use and unauthorized disclosure. Upon cessation of Services, or upon written request, each Party shall return or destroy all Confidential Information of the other. Prior to disclosing Confidential Information to its employees, Affiliates, and/or representatives, the Receiving Party shall notify such employees, Affiliates, and representatives of their obligation to comply with this Section 9. If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section 9 with respect to all or part of such Confidential Information. The Parties hereby designate the terms, conditions, exhibits and schedules of this Agreement to be Confidential Information. Unless required by applicable law, no Party without the written consent of the other Party, shall provide a copy of this Agreement in whole or in part to any third

person or entity not employed or retained by MCPA or Customer. The provisions of this Section 9 shall survive for a period of five (5) years following the date of initial disclosure of that Confidential Information or five (5) years beyond termination or expiration of this Agreement, whichever is greater.

## **10. LIMITATION OF LIABILITY; INDEMNIFICATION**

10.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS) ARISING OUT OF OR RELATING TO THE SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 EXCEPT TO THE EXTENT OF A CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ASR FOR THE APPLICABLE SERVICE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.

10.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MCPA'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY FAILURE OF THE SERVICE SHALL BE AS SET FORTH IN THE SERVICE LEVEL AGREEMENT ATTACHED HERETO AS EXHIBIT B.

Neither Party shall be required to indemnify or hold the other Party harmless against liabilities arising from the Agreement. However, as between MCPA and Customer, to the extent permitted by law, each such Party shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the negligence or willful default of that Party and its employees, except that neither Party shall bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after termination of the Agreement in accordance with the terms of the Agreement or that arise in any respect, directly or indirectly, in whole or in part, from the negligence or willful misconduct of the other Party or of any of its employees, contractors or agents.



## 11. REGULATORY

In the event that a decision by a communications regulatory authority or court with competent jurisdiction at the federal, state or local level ("**Decision**") has the effect of canceling, changing, superseding or frustrating any material term or provision of this Agreement or otherwise materially changing the economic structure of the transactions contemplated hereunder, then Customer acknowledges and agrees that MCPA may pass through to Customer any such increased costs unless Customer establishes an exemption from such cost, and the Parties will negotiate in good faith to amend this Agreement in light of such Decision in a manner consistent with the form, intent and purpose of this Agreement and the economic structure of the transactions contemplated hereunder and as necessary to comply with such rule, regulation, law or order. If the Parties fail to mutually agree upon such amendments and the Decision imposes material harm to a Party under this Agreement, including but not limited to required changes in the Service charges, the harmed Party shall have the right to terminate the Agreement without penalty or continuing obligation within a period of thirty (30) days from the date of effectiveness of the final non-appealable Decision.

## 12 FORCE MAJEURE

12.1 In no event shall a Party have any claim or right against the other Party for any failure of performance by such other Party if such failure of performance is caused by or the result of, in whole or in part, (i) causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, lightning, storm, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over this Agreement; or (iii) any civil or military action including national emergencies, riots, war, terrorism and civil insurrections ("**Force Majeure**"). The Party whose performance is affected shall use commercially reasonable efforts to minimize the impact of such Force Majeure event. A Force Majeure event shall never excuse the failure to make a payment due hereunder, except to the extent that the Force Majeure event physically interferes with the delivery of the payment.

12.2 If failure of performance by a Party hereunder due to Force Majeure events is for thirty (30) days or less, this Agreement and all ASRs issued hereunder then in effect shall remain in effect. If the Force Majeure event continues beyond thirty (30) days, thereafter upon ten (10) days written notice to the other Party, either Party may terminate only the affected Service(s) or Circuit(s), without incurring any penalty or further obligation to the other Party (including cancellation or termination charges).

12.3 If either Party asserts the applicability of this Section 13, it shall use commercially reasonable efforts to provide prompt Notice to the other Party of the commencement and ending of the Force Majeure event.

## 13. ASSIGNABILITY

No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, and then only when such transfer or assignment can be accomplished without interruption of the use or location of Service. Notwithstanding the foregoing and with written notice to the other Party, either Party may assign this Agreement to an Affiliate or to any entity acquiring all or substantially all of the assets or equity of the assigning Party; provided, however that in each instance that the assignee is financially capable of meeting the assigning Party's obligations under this Agreement. In addition, MCPA shall have the right to engage one or more subcontractors in connection with its performance hereunder. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

## 14. TROUBLE TICKET PROCEDURE FOR SERVICE OUTAGE

14.1 MCPA will maintain a point-of-contact for Customer's designated personnel, as mutually agreed upon by the Parties, to report a Service Outage to MCPA twenty-four (24) hours a day, seven (7) days a week, including U.S. National holidays. All customer support shall be provided to Customer's designated personnel only. Customer is solely responsible for interfacing with its employees, Customer Resellers and End Users.

14.2 For purposes of this Agreement, a "Service Outage" will mean an unavailability of the Service to carry traffic between two Points of Termination; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following: (i) a Circuit has not been "Accepted" by Customer; (ii) the negligence, error, acts or omissions of Customer or others authorized by Customer to use the Service; (iii) failure of Customer provided equipment; (iv) during any period in which MCPA or its agents are not afforded access to the premises under Customer's control where the access lines associated with the Service are terminated; (v) during any period when Customer has released Service to MCPA for maintenance or rearrangement purpose (including, without limitation, during any Planned Service Outage); (vi) any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure event; (viii) a breach by Customer of its obligations under this Agreement.

14.3 In the event MCPA dispatches a field technician to a Site to perform diagnostic troubleshooting and the problem resides with Customer's equipment or facilities or results in a "No Trouble Found," or the failure is due to Customer acts or omissions, then Customer will pay MCPA for time and materials at MCPA's standard technician rates.

## 15. BUILDING AND EQUIPMENT ACCESS

15.1. Site Access. Customer shall allow MCPA reasonable, escorted access to the Customer Site or any End User Site to install, operate, maintain, repair and replace (collectively "Work") fiber optic cable, co-axial cable, copper wiring, antennas, and any other transmission medium and associated equipment (collectively, the "MCPA Equipment") in and on the Customer Site or End User Site for purposes of providing Services under this Agreement. MCPA shall use commercially reasonable efforts to give prior written notice to Customer of its intent to enter the Customer Site or End User Site. Customer shall obtain all rights of way, public and private easements, licenses and consents with respect the performance of Work at any Customer Site or End User Site.

15.2 Space and Power. Customer shall, upon MCPA's request and at no cost to MCPA, (i) provide adequate clean electrical power to meet MCPA's reasonable requirements, during the term of the applicable ASR, at the Site(s) specified in the applicable ASR, as well as all necessary connections to electrical and mechanical facilities at the Customer Site or End User Site as are necessary for the operation of MCPA Equipment in the Customer Site or End User Site; and (ii) provide floor space, an equipment bay or equipment rack space at the Customer Site or End User Site which will include, without limitation, environment (humidity control, fire suppression, temperature/climate control, security control and alarm monitoring), redundant/DC power and, if available, protected/UPS AC power, technical and maintenance support, site access, cable entrance, conduit, COC access, tower/antenna space, ground isolation device and central office repeater.

15.3 Ownership of MCPA Equipment. The MCPA Equipment, and any and all other equipment used to provide the Services, shall remain the exclusive property of MCPA. Customer shall ensure that the MCPA Equipment at any Customer Site or End User Site remains free from all liens and encumbrances and Customer shall be responsible for loss or damage to the MCPA Equipment while at the Customer Site or End User Site. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications provided by MCPA from time to time. Customer shall not, and shall ensure that its End Users and Customer Resellers shall not, tamper with, remove or conceal any identifying plates, tags or labels affixed to such equipment, nor align, or attempt to repair, MCPA's equipment except as expressly authorized in advance in writing by MCPA. Unless otherwise agreed in writing by the Parties, interconnection of



## 17. MISCELLANEOUS

17.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other oral or written documentation of agreements between the Parties hereto with respect to the subject matter hereof. In the event of any inconsistency between the main body of this Agreement and any appendices, Exhibits, or orders made a part or in accordance with this Agreement, precedence shall be given in the following order to:

1. The main body of this Agreement;
2. Appendices and Exhibits hereto; and
3. Any ASR executed pursuant to this Agreement.

17.2 Legal Relationship. Nothing in this Agreement shall be deemed to create any relationship between MCPA and Customer other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. This Agreement does not render either Party the employee, agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and MCPA. Neither Party shall have any authority to enter into any agreement on behalf of or bind the other Party in any manner whatsoever without the prior written consent of the other Party. This Agreement confers no rights of any kind upon any third party, except as specifically set forth herein.

17.3 Compliance with Laws. In connection with the matters provided for in this Agreement, each Party hereto shall comply with all applicable laws and regulations, including, but not limited to, the Telecommunications Act of 1996, as may be amended, and the policies, rules and regulations of the Federal Communications Commission, and all applicable local and state rules and regulations. Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. This Agreement, its exhibits, and the ASR(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which MCPA provides the Services. If any provision of this Agreement, its exhibits, or the ASR(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Agreement, its exhibits, and/or the ASR(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Agreement, its exhibits, and the ASR(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by either Party of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

17.4 Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, or the failure of either Party on one or more occasions to insist on the strict enforcement of any provision of this Agreement or to exercise any right or privilege hereunder shall not constitute or be construed as a waiver of any subsequent breach or default of a similar nature, or any provision, rights or privileges, and all such terms shall remain in full force and effect.

17.5 Amendments. No subsequent agreement between the Parties concerning the Service (including, without limitation, any amendment to this Agreement or any ASR) shall be effective or binding unless it is agreed to in writing by authorized representatives of the Parties.

17.6 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under

applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

17.7 Interpretation. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require. Unless specified to the contrary, all references to "day" or "days" shall mean calendar day or days.

17.8 Governing Law. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of Ohio (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

17.9 Publicity. Neither Party shall issue a news release, public announcement, advertisement, sales promotions or other form of publicity concerning the existence of this Agreement or Services to be provided hereunder or the nature of the relationship between the Parties, or use the other Party's name, logo, trademarks, trade names, service marks or other proprietary marks in any manner, without obtaining the prior written approval of the other Party, which may be withheld in the other Party's sole discretion. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements by another Party that refer to, or that describe any aspect of, this Agreement. Nothing in this Agreement establishes a license for any Party to use another Party's brands, marks or logos without the prior written approval of the other Party.

17.10 Survival. The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments hereunder.

17.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Medina County Port Authority**

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

Its: Board Chairman – Medina County Port Authority

Dated: \_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**List of Exhibits**

Exhibit A: Services

Exhibit B: Service Level Agreement

Exhibit C: Acceptance Testing

Exhibit D: Access Service Request

## **EXHIBIT A**

### **SERVICES**

MCPA offers scalable, Ethernet based fiber bandwidth from 5 Mb/s to 40 Gb/s without sacrificing security or architectural flexibility. MCPA is carrier neutral, allowing clients to leverage existing last mile or long-haul contracts without compromising data integrity, security or service levels.

Our regional ultra high-speed fiber-optic rings facilitate point-to-multipoint connectivity and multipoint interconnections while eliminating the need for expensive outlays for routers, switches, hardware and inflexible proprietary carrier contracts..

Our network uses multi-carrier network provisioning, management and quality of service (QoS) processes to ensure consistent end-to-end 24x7x365 performance. Bandwidth availability and redundancy are secured through multiple circuit, carrier and core Metro Area Network rings. Our network also mitigates packet loss through forward error correction (FEC) techniques, which reconstruct voice, video and data streams.

**EXHIBIT B**  
**SERVICE LEVEL AGREEMENT**

**Service Level Agreement Fiber Services**

The following SLAs is supplied for Indefeasible Rights of Use (IRU) and leased fiber optic services

- Standard Fiber Service Level Agreement – 99.999%

SLA is calculated in minutes of uptime in a calendar month by using the below formula:

- $\text{Availability (Within a calendar Month)} = (\text{Total minutes in a month} - \text{total minutes of unavailability in Month}) / \text{Total minutes in a month}$

Mean time to repair (MTTR) is defined as the amount of time it takes to restore services measured from time to ticket being opened to time ticket is closed. The MTTR to repair Fiber Services is **four (4) Hours**.

The Following caveats cannot be covered by the SLA agreements. In the Event that one of the following events occurs the customer will be notified and kept apprised of service restoration.

- Act of Nature
- Act of God
- Catastrophic damage from any event that would affect a large area of the fiber optics system forcing new structure construction
- Unplanned Damage or removal of aerial or underground structure not owned by MCPA such as power poles, public conduit, public communication structures



## Definition and Classification of Service Outages

Priority	Description
<b>0 – Catastrophic Outage</b>	<ul style="list-style-type: none"> <li>• Priority 0 is defined as an entire network affecting outage that affects a large majority of customers and it caused by complete failure of a device or fiber optics system.</li> <li>• Priority 0 outage also includes a carrier partner network outage where all or most customers connected through a carrier partner is without service</li> </ul>
<b>1 – Critical Outage</b>	<ul style="list-style-type: none"> <li>• Priority 1 is defined as an outage affecting a single customer where service is unavailable for use.</li> </ul>
<b>2 – Major Outage</b>	<ul style="list-style-type: none"> <li>• Priority 2 outage is defined as an outage affecting a single customer where service is intermittent but still usable</li> </ul>
<b>3 – Minor Outage</b>	<ul style="list-style-type: none"> <li>• Priority 3 outage is defined as an outage affecting one customer where service is available but service is slow or minor packet loss</li> </ul>
<b>4 - Acknowledgement</b>	<ul style="list-style-type: none"> <li>• Priority 4 outage is defined as an outage affecting a single customer where service is available but specific applications are slow or not operating properly with customer configuration.</li> </ul>
<b>5 - Monitoring</b>	<ul style="list-style-type: none"> <li>• Priority 5 is defined as a circuit that is monitored due to intermittent problem to assist in looking at a possible future failure</li> <li>• Priority 5 is used for proactive troubleshooting to locate an issue before it becomes a minor, major, or critical issue.</li> </ul>

Service Credits Sole Remedy. In the event of a Network Outage that is caused in whole or in part by the negligence or willful misconduct of Subscriber, Subscriber shall not be entitled to receive a credit. In all other cases of a Network Outage, except for maintenance or upgrade services scheduled with Subscriber and those pursuant to Section 10 "Force Majeure", Subscriber is entitled to receive a credit against the amount invoiced for Services provided during the month in which the Network Outage occurred. Credits are available on a per-Network-Outage basis, subject to a maximum credit of 50% of the basic monthly Recurring Charges required to be paid to the Development Corporation in any given calendar month. THESE CREDITS ARE THE SOLE REMEDY AVAILABLE TO SUBSCRIBER FOR SERVICE DISRUPTION OR SUSPENSION OF ANY KIND WHATSOEVER.

<u>Service Credit Schedule</u> <u>Instance of Network Outage</u>	<u>Credit Against the Appropriate</u> <u>Month's Service Charge</u>
Less than 4 hours	0%
4 hours to 8 hours	5%
More than 8 hours	10%

**EXHIBIT C**  
**ACCEPTANCE TESTING**

The following acceptance tests will be conducted:

When MCPA believes that a Service is ready for use by Customer, MCPA shall notify Customer that the Service is ready for testing and acceptance. The test shall be coordinated and performed by MCPA.

Testing shall run for a continuous 1-hour period, mutually agreed upon by the Parties but not unreasonably delayed by Customer. This test will be performed by MCPA at the Customer Site Point of Demarcation or the patch panel at the drop-off demarcation point.

If the test results demonstrate that the Circuit meets the Technical Specifications, MCPA shall give electronic notice to Customer ("**Connection Notice**") along with a copy of the test result.

Customer shall have five (5) business days in which to notify MCPA of its acceptance or rejection of the Circuit. Customer shall accept the Circuit if it meets the Technical Specifications. If Customer delivers to MCPA, within five (5) business days after Customer's receipt of the Connection Notice, notice specifying non-conformance of the Service with the Technical Specifications as demonstrated by the test results ("**Non-Conformance Notice**"), MCPA shall use commercially reasonable efforts to remedy the installation and the testing and acceptance process shall be repeated.

In the event such test and accept process is repeated two additional times (i.e., after the original test) and the Circuit still does not meet the Technical Specifications, Customer may terminate the applicable ASR with respect to such Circuit only without liability.

Customer shall be deemed to have accepted the applicable Circuit if a Non-Conformance Notice is not delivered to MCPA within any five-day period provided for above, or if Customer uses the Circuit to carry customer traffic.

**EXHIBIT D**  
**ACCESS SERVICE REQUEST**

**I. Services:**

Lit Fiber:  Dark Fiber: \_\_\_\_\_ Lateral Construction:  Existing \_\_\_\_\_  
 Fiber count: 12  24 \_\_\_\_\_ 48 \_\_\_\_\_ 72 \_\_\_\_\_ 96 \_\_\_\_\_ 144 \_\_\_\_\_  
 Bandwidth Agreement [Insert guaranteed minimum bandwidth]: NA  
 Leased Pair: \_\_\_\_\_ IRU Pair: \_\_\_\_\_  
 Point-to-Point:  Loop Fiber: \_\_\_\_\_  
 Single-Entry:  Dual Entry: \_\_\_\_\_

**II. Subscriber Locations:**

A. MCFN Head-End: **A-Site:** 132 N. Elmwood, Medina, OH 44256  
 B. Subscriber Circuit Address: **Z-Site:** 234 S Broadway St, Medina, OH 44256

**III. Demarcation Points:** 132 N. Elmwood, Medina, OH 44256  
 234 S. Broadway St., Medina, OH

**IV. MCFN Equipment:** Existing

**V. Fiber Installation at Subscriber Locations:**

A. A-Site: Extend fiber from City of Medina data center to Garfield Elementary School  
 B. Z-site: Terminated fiber at 234 S. Broadway St., Medina, OH 44256

**VI. Site Connection, Service and Equipment:**

	Charges	
	One-Time	Monthly
Installation Fee	\$0.00	\$ 0.00
Transport – 250 Mbps (point to point)	\$0.00	\$700.00
<b>Total</b>	\$0.00	\$700.00

Contract total (36 months) - \$25,200.00

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-211-9/26

**FROM:** Andrew Dutton

**Committee:** Finance

**DATE:** 9/15/22

**SUBJECT:** Revocable Use Permit for Fencing and Stairs on a City Parking Lot Property

**SUMMARY AND BACKGROUND:**

A request has been made by Craig Sturgill of South Court, LLC to reconstruct fencing and a staircase on Parcel #028-19A-21-241 owned by the City of Medina. The property is located on South Court Street and is known as "Parking Lot #4" or the "Feckley Parking Lot". To allow the reconstruction of the fencing staircase on City of Medina Property, a Revocable Use Permit (Exhibit "A") is necessary.

South Court, LLC is the owner of properties directly to the south, Parcel #028-19A-21-242 (Recently demolished building at 277 South Court Street) and Parcel #028-19A-21-243 (269 South Court Street Apartments).

The proposal includes following, which are illustrated in the attached map (Exhibit "B") and pictures:

- The removal of 60 ft. an existing 4 ft. tall chain link fence on City of Medina Parcel #028-19A-21-241.
- The construction of 108 ft. of a new 4 ft. tall black metal fence on City of Medina Parcel #028-19A-21-241.
- The reconstruction of an existing freestanding wood staircase. The staircase is partially located on City of Medina Parcel #028-19A-21-241 and partially located on South Court, LLC Parcel #028-19A-21-242.

The new staircase will be constructed in the same location and general configuration as the existing staircase and will incorporate dark brown composite wood steps and black metal railings and spindles to match the proposed fencing.

Both the proposed fencing and reconstructed staircase will be a significant aesthetic improvement to the property at no cost to the City of Medina.

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:** Yes

**Reason:** The applicant would like to complete the project during fall weather conducive for the necessary construction

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

City of Medina Ord. # \_\_\_\_\_  
Exhibit A

## **REVOCABLE USE PERMIT**

**CITY OF MEDINA  
MEDINA COUNTY, OHIO**

**Medina City Lot Number 361  
Permanent Parcel Number 028-19A-21-241**

Permission is hereby granted to South Court, LLC ("Permittee"), to use or occupy a part of the City-owned municipal parking lot (Permanent Parcel #028-19A-21-241) for the removal of an existing chain link fence, construction of 108 ft. of fencing, and the reconstruction of an existing staircase. The permittee is the owner of the adjacent property to the south with Permanent Parcel # 028-19A-212-42. The area of encroachment is shown on the attached "Exhibit B".

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

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

No alterations may be made to the encroachments except that the permittee may perform such routine maintenance as is required to keep the encroachment in good condition. If the encroachments are removed or destroyed, no new facilities shall be permitted to encroach on the municipal parking lot (Permanent Parcel #028-19A-21-41) without the express, written consent of the CITY OF MEDINA. The encroachments for which this permit is issued shall be subject to all permits required by the CITY OF MEDINA. A site plan of the intended encroachment is shown on the attached "Exhibit B".

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

CITY OF MEDINA  
Law Director  
132 N. Elmwood Ave.  
P.O. Box 703  
Medina, Ohio 44258

Dated at Medina, Ohio \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF MEDINA**

By: \_\_\_\_\_  
DENNIS HANWELL, Mayor

STATE OF OHIO        )  
                              )ss:  
COUNTY OF MEDINA )

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Medina, Ohio.

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

My commission expires \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**South Court, LLC**  
**An Ohio Limited Liability Company**

By: \_\_\_\_\_  
CRAIG STURGILL

Its: Agent \_\_\_\_\_

STATE OF OHIO        )  
                              )ss:  
COUNTY OF MEDINA )

BEFORE ME, a Notary of Public in and for said County and State, personally appeared the above named, by **Craig Sturgill, as an agent of South Court, LLC**, who executed the foregoing instrument in my presence and acknowledged the same to the voluntary act of said City and her voluntary act individually and as such officer.

IN TESTIMONY WHEREOF, I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Medina, Ohio.

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

My commission expires \_\_\_\_\_

Prepared by:  
Gregory Huber  
Law Director  
City of Medina



# EXHIBIT "B"

— New Black Aluminum Fence

□ □ □ □ Chain Link Fence to Be Removed

— Staircase to be Replaced

— Property Lines

City of Medina  
(028-19A-21-241)

60 ft. Chain Link Fence  
(To Be Removed)

108 ft. New Fence

Staircase  
Replacement

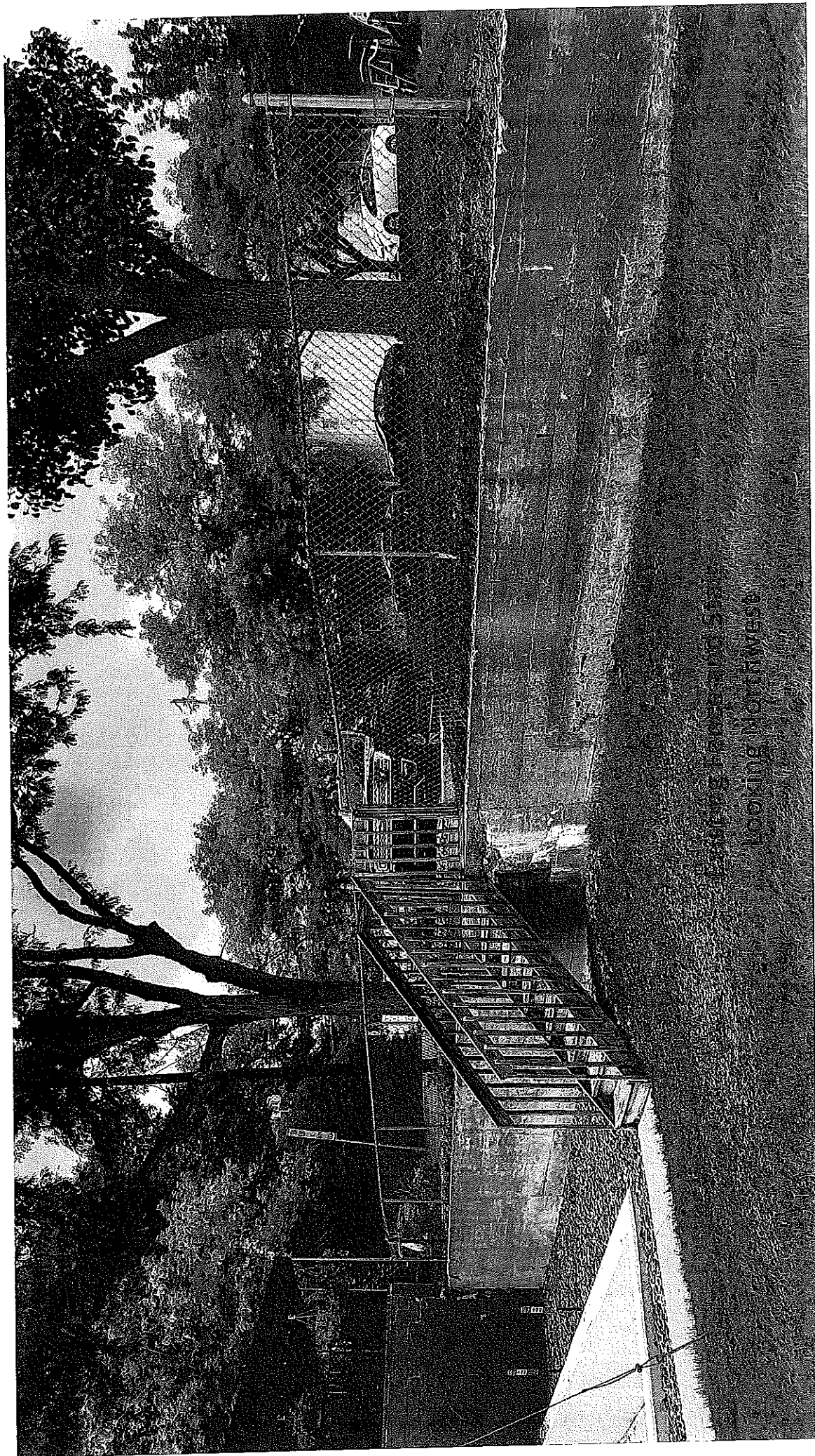
South Court, LLC  
Demolished Building  
(028-19A-21-242)

South Court, LLC  
Apartments  
(028-19A-21-243)

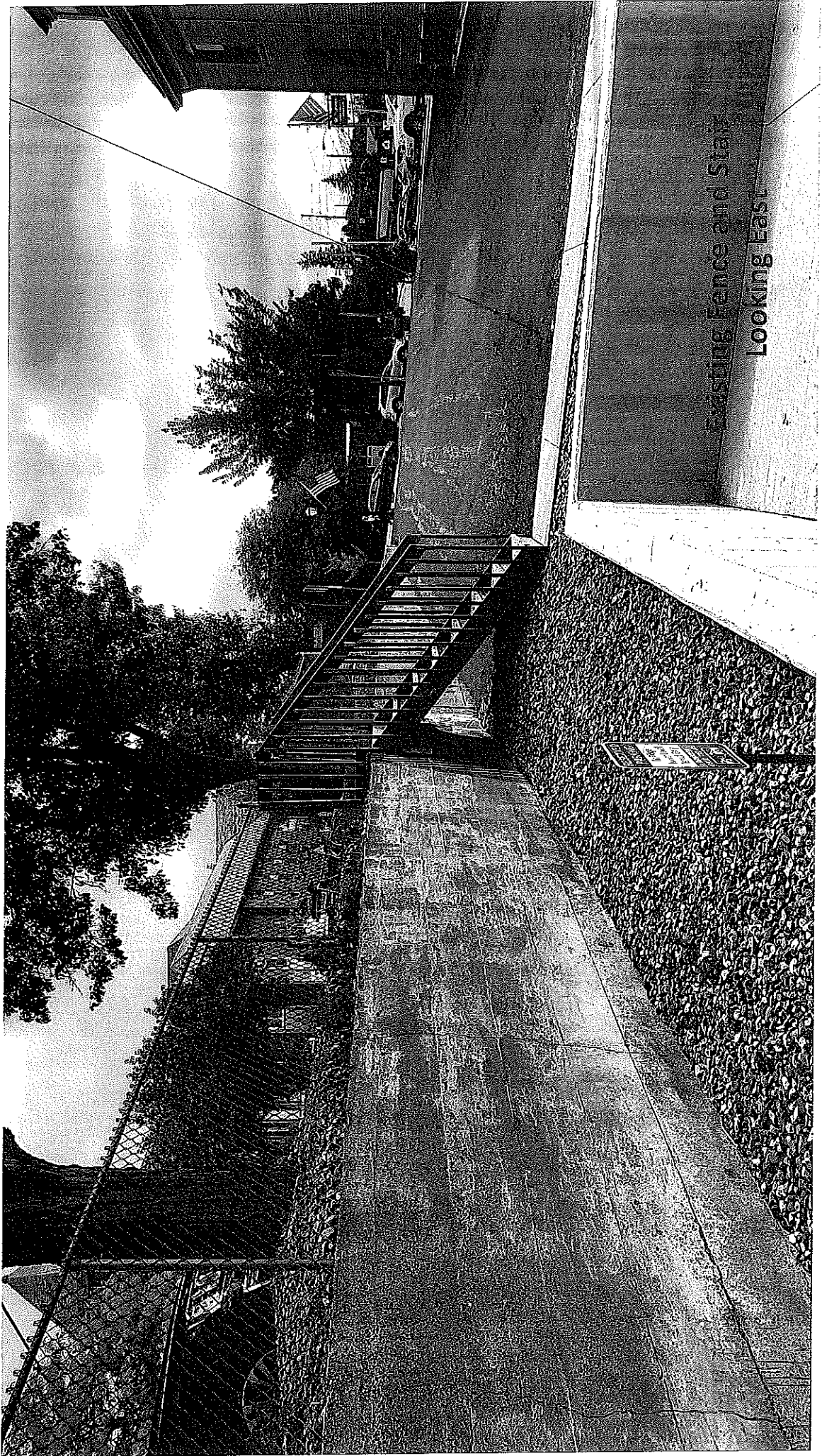
Thyme2

S COURT ST





Looking Northwest





Existing Foundation and Stair  
Location



**Existing Stair  
Looking North**



Proposed 4 ft. Tall Black Aluminum Fence

OK  
of Hammond  
9-19-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-212-9/26

**FROM:** Grants/Mayor

**Committee:** Finance

**DATE:** September 18, 2022

**SUBJECT:** ARPA Funding for Permanent Supportive Housing Approval

**SUMMARY AND BACKGROUND:**

Council is asked to approve \$70,000 of ARPA funding to support the Medina Metropolitan Housing Authority's Permanent Supportive Housing to be constructed in the City of Medina on vacant land adjacent to the Juvenile Detention Center. Council recently approved the rezoning of this land to allow for this housing development. The total cost of the project is estimated to be \$2,710,000 coming from local, county, State and federal dollars.

The Lafayette is an 11-unit new construction one-story apartment building in Medina, Ohio for individuals at risk of homelessness. It will be developed and managed by the Medina Metropolitan Housing Authority. The Lafayette will reserve one unit for an on-site staff person to assist with property management and resident services, and residents will be provided comprehensive, wrap-around case management services to enhance their quality of life and address the root causes of the housing crisis they faced.

Operating revenues, sufficient to appropriately manage the property, will come from rents, with MMHA providing gap funding. Services to be provided will be done in collaboration with existing providers including Alternative Paths, Hope Recovery, Veterans Services and others.

The funding of this project has been approved by the attorney the city is utilizing for ARPA decisions.

**Estimated Cost: \$70,000**

**Suggested Funding: ARPA funds 171-0743-53322**

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

**Emergency Clause Requested:**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

OK  
B-Hansen  
9-16-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-213-9/26

FROM: Jansen Wehrley *Jsw*  
DATE: September 16, 2022  
SUBJECT: Donation to Farmers and Hunters Feeding the Hungry

Committee: Finance

## SUMMARY AND BACKGROUND:

Respectfully request Council authorization to donate \$2,000 to Farmers and Hunters Feeding the Hungry (FHFH). The Wayne County Chapter of FHFH currently has a program set up allowing hunters to donate the meat from their harvested deer to either Canaan Meats or Yoder Meats in Wayne County.

FHFH has donated meat to Feeding Medina County in the past and wishes to continue and expand to their abilities to provide donations to local programs and ministries in Wayne County and Medina County.

FHFH has agreed to allow the City of Medina to participate in their program and has agreed to continue providing meat donations to Feeding Medina County. Average weight of harvested deer will be recorded and distributed back to Feeding Medina County through their program.

Farmers & Hunters Feeding the Hungry (FHFH) is a 501(c)(3) nonprofit organization (EIN: 52-2151919)

001-0707-52215

Estimated Cost: \$2,000

### Suggested Funding:

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

Emergency Clause Requested: No  
Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



## Jansen Wehrley

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**From:** Katy Fuerst <katy@feedingmedinacounty.org>  
**Sent:** Friday, September 16, 2022 9:58 AM  
**To:** Jansen Wehrley; bloodhound9960  
**Cc:** Josh Wilson  
**Subject:** RE: Medina Deer Culling//FHFH

Good morning Jansen & Tom,

This is fantastic! Feeding Medina County received well over 200 lbs of venison through Farmers & Hunters Feeding the Hungry last year from the Canaan Meats processor, and it was very well received by the individuals and families that we serve. (Many of them prefer lean meats because of health issues.)

If the deer that are culled in Medina are handled by FHFH & Canaan Meats, it will assist us in feeding the nearly 3,000 people that we feed each month. We go through over 1200 lbs. of meat each month, so every pound of meat is important to us and our mission of feeding Medina County residents in need.

Thank you both,

Katy Fuerst  
Executive Director  
Feeding Medina County

---

**From:** Jansen Wehrley <jwehrley@medinaoh.org>  
**Sent:** Wednesday, September 14, 2022 10:19 AM  
**To:** Katy Fuerst <katy@feedingmedinacounty.org>; bloodhound9960 <bloodhound9960@gmail.com>  
**Cc:** Josh Wilson <josh@fhfh.org>  
**Subject:** RE: Medina Deer Culling//FHFH

Katy and Tom,

Good morning. I wanted to follow up on this email now that our Ordinance allowing deer hunting, by permit, has passed. I would like to submit a request to our City Council to consider donating to Farmers and Hunters Feeding the Hungry so participants in our program have the option to donate their harvest to you via Canaan Meats. I believe you had mentioned your processing costs were \$75.00 per deer with Canaan Meats. My initial thought is to donate enough funds for 20-25 deer. We are not entirely sure of how many individuals will participate in our program or how many deer will be harvested and/or donated, but I understand funding is a challenge for you.

I have a few questions for each of you that I'm hoping you can respond to via this thread:

1. Can you provide me with a W-9 for FHFH so if this is approved I know where to send the donation?
2. Would this donation be allocated so that we can ensure a portion of the donated meat goes to Feeding Medina County? How would you envision this working?
3. Would participants in our program need to bring a voucher with the harvested deer to Canaan Meats? Or just drop off and indicate that it's for your program?
4. It's my understanding that Feeding Medina County already receives meat from your program, has a need for additional meat, and still plans on receiving meat this year?

Thank you!

## Jansen Wehrley

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**From:** bloodhound9960 <bloodhound9960@gmail.com>  
**Sent:** Thursday, September 15, 2022 5:36 PM  
**To:** Jansen Wehrley  
**Subject:** RE: Medina Deer Culling//FHFH

Glad to hear it passed and you'll be able to manage the deer herd. I just talked to Canaan Meats and they are not accepting whole deer until youth gun season. Yoder meats is our other processor and they will be accepting deer. If the donor notes that they are from Medina County, I will get an average weight and distribute that amount of ground venison to Feeding Medina County. I will contact Josh to get a W9 form. Hopefully those that want to donate will be willing to drive to Yoders. It's probably 10 minutes farther from your direction. I look forward to this season and pray all goes well. Thank you, Tom

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

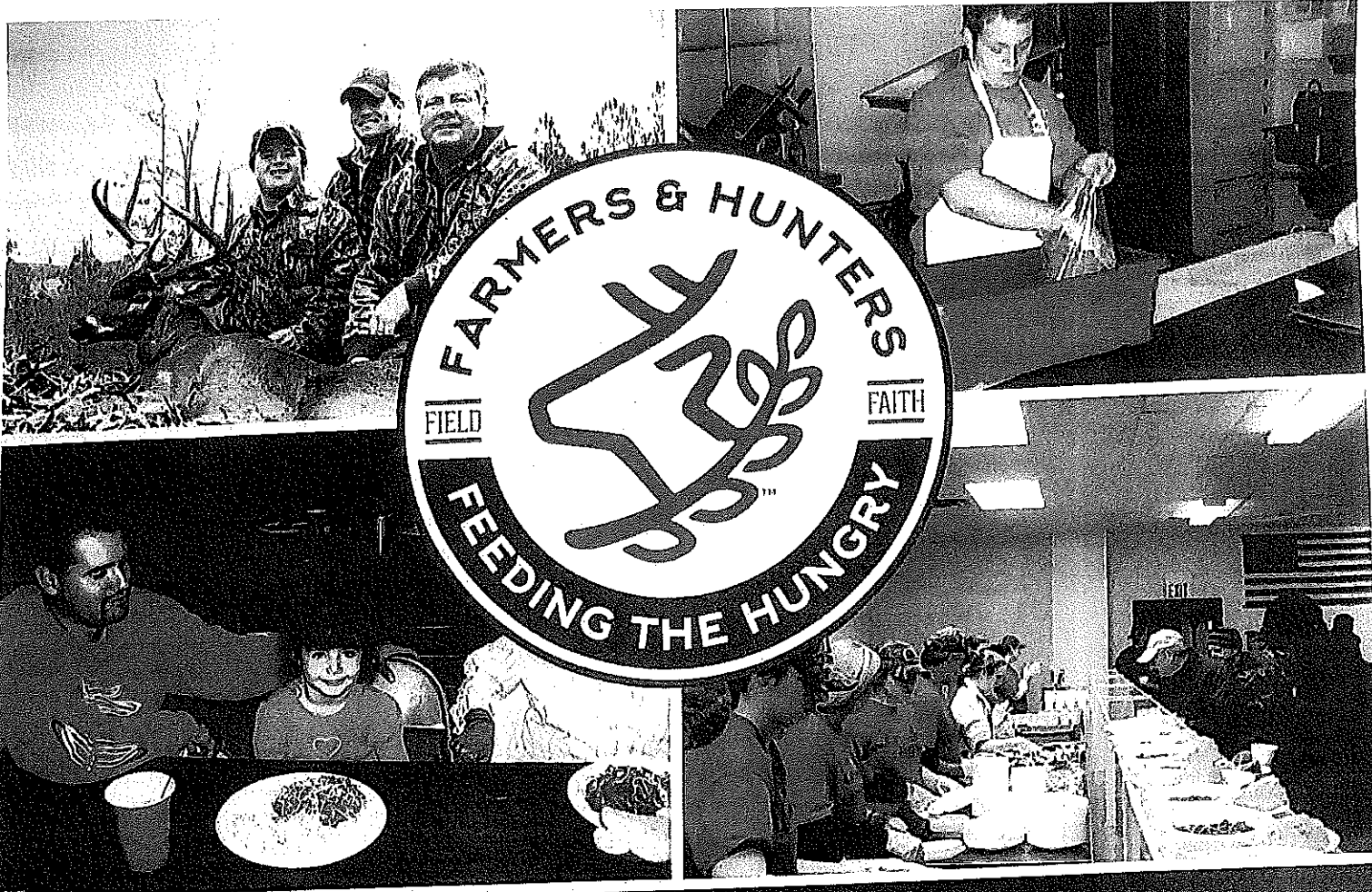
From: Jansen Wehrley <jwehrley@medinaoh.org>  
Date: 9/14/22 10:18 AM (GMT-05:00)  
To: Katy Fuerst <katy@feedingmedinacounty.org>, bloodhound9960 <bloodhound9960@gmail.com>  
Cc: Josh Wilson <josh@fhfh.org>  
Subject: RE: Medina Deer Culling//FHFH

Katy and Tom,

Good morning. I wanted to follow up on this email now that our Ordinance allowing deer hunting, by permit, has passed. I would like to submit a request to our City Council to consider donating to Farmers and Hunters Feeding the Hungry so participants in our program have the option to donate their harvest to you via Canaan Meats. I believe you had mentioned your processing costs were \$75.00 per deer with Canaan Meats. My initial thought is to donate enough funds for 20-25 deer. We are not entirely sure of how many individuals will participate in our program or how many deer will be harvested and/or donated, but I understand funding is a challenge for you.

I have a few questions for each of you that I'm hoping you can respond to via this thread:

1. Can you provide me with a W-9 for FHFH so if this is approved I know where to send the donation?
2. Would this donation be allocated so that we can ensure a portion of the donated meat goes to Feeding Medina County? How would you envision this working?



# HUNT DOWN HUNGER!

- **FREE** to donate your deer - we pay the bill!
- Meat distributed to local programs and ministries that feed the hungry.
- **FINANCIAL SUPPORT** and **VOLUNTEERS** needed!

## LOCAL CHAPTER

### *Wayne County FHFH*

Tom Norman - Coordinator  
Bloodhound9960@gmail.com  
(330) 439-3760

## DONATE DEER

**Canaan Meats**  
Creston, OH (330) 435-4778  
**Yoder Custom Meats**  
Fredericksburg, OH (330) 695-5312

[www.fhfh.org](http://www.fhfh.org)



## Hunger impacts every community and age group.

Did you know that one in eight people in America goes to bed hungry? Hunger touches every community and age group in our country. Adequate nutrition is especially important for children. Even mildly undernourished children may suffer physical, emotional, and spiritual damage. The impact of childhood hunger can be lifelong!



## How did FHFH begin?

In 1997 Rick Wilson stopped along the road in front of a country church and helped a mother who was loading a deer into her car to feed her hungry children.



As she drove away, Rick remembered that in the Bible Jesus said, "For I was hungry and you fed me. I was thirsty and you gave me a drink...I tell you the truth, when you did it to one of the least of these my brothers and sisters, you were doing it to me!" (Matthew 25:35, 40). This roadside encounter with the Lord and a mother in need inspired Rick to begin Farmers & Hunters Feeding the Hungry.

## You can help us give nutritious meat to the hungry today!

### ⇒ GIVE Financially

Your tax-deductible gift will help us continue providing nutritious meat to the hungry. Give locally, by mail, or online at [www.fhfh.org](http://www.fhfh.org)!

### ⇒ DONATE Deer or Livestock

FHFH pays the processing bill when you donate deer or livestock to one of our participating local butcher shops!

### ⇒ VOLUNTEER Locally

Your local FHFH coordinator needs volunteers to help with publicity, fundraising, events, and more!

### ⇒ BECOME a Coordinator

If we aren't serving your area please contact us to get started!

## Contact Us At:

Phone: 301-739-3000

Email: [staff@fhfh.org](mailto:staff@fhfh.org)

Online: [www.fhfh.org](http://www.fhfh.org)

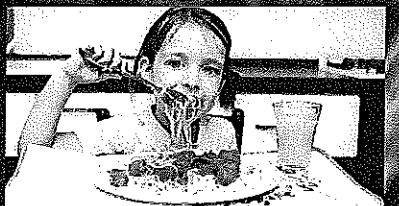
Mail: P.O. Box 323  
Williamsport, MD 21795



PASSION for the HUNT



COMPASSION for the HUNGRY!



## How does FHFH provide meat to people who need help?



Hunters and landowners donate legally harvested deer and livestock to approved meat processors that participate with the program.

Financial contributions enable FHFH to pay for the meat to be processed and packaged at an average cost of \$65 per deer.

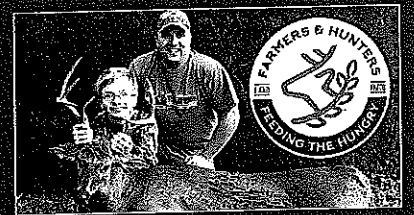


The high protein, low fat meat is distributed free of charge to food banks and ministries that serve the needy of the community.

Each donated deer can provide enough meat to feed 200 meals to the hungry among us!



**Over 20 million servings of meat distributed since 1997!**



**1 DEER CAN PROVIDE 200 MEALS!**



God desires for us to take care of people suffering from physical hunger. Spiritual hunger is also a common problem. Some people try to satisfy their spiritual hunger by being a good person or doing good things for others. But the Bible makes it clear that our spiritual hunger is only truly satisfied by God himself when we place our trust in his only son Jesus who is able to forgive our sins and give us new life.

If you'd like to know more please contact us! We'd love to help you address the problem of physical hunger in your community through FHFH. *And if you are suffering from spiritual hunger, we'd like to help you find the answer to that problem too!*

*John Wilh*

Executive Director

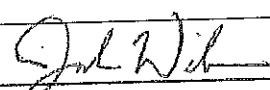
## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Farmers and Hunters Feeding The Hungry, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501(c)3</b>	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>P.O. Box 323</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Williamsport, MD 21795</b>	
List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																						
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px;">5</td><td style="width: 20px;">2</td><td style="width: 20px;">-</td><td style="width: 20px;">2</td><td style="width: 20px;">1</td><td style="width: 20px;">5</td><td style="width: 20px;">1</td><td style="width: 20px;">9</td><td style="width: 20px;">1</td><td style="width: 20px;">9</td> </tr> </table>	Social security number																		Employer identification number									5	2	-	2	1	5	1	9	1	9
Social security number																																						
Employer identification number																																						
5	2	-	2	1	5	1	9	1	9																													

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	
Sign Here	Signature of U.S. person ▶ 
	Date ▶ <b>7/12/2022</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OK  
Dr. H. Howell  
9-16-2022

# REQUEST FOR COUNCIL ACTION

No. RCA 22-214-9/26

FROM: Jansen Wehrley *JSW*

Committee: Finance

DATE: September 16, 2022

SUBJECT: Resolution of Support- Champion Creek Connector Project

## SUMMARY AND BACKGROUND:

Respectfully request Council authorization to approve a Resolution supporting West Creek Conservancy's Clean Ohio Green Space Conservation Program application for the Champion Creek Connector Project.

West Creek Conservancy is a non-profit organization who intends to acquire approximately 10 acres adjacent to Roscoe Ewing Park and Stanberry and Maxine Nichols Park for the purposes of conservation and preservation.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Grant application is due October 28, 2022

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**RESOLUTION SUPPORTING WESTERN CREEK CONSERVANCY'S  
CLEAN OHIO GREEN SPACE  
CONSERVATION PROGRAM APPLICATION FOR THE CHAMPION  
CREEK CONNECTOR PROJECT**

**WHEREAS**, the State of Ohio, through the Ohio Public Works Commission, administers financial assistance for conservation purposes through the Clean Ohio Fund Green Space Conservation Program; and

**WHEREAS**, Western Creek Conservancy is a non-profit, tax exempt organization and intends to apply for Clean Ohio Fund Green Space Conservation Program funds to preserve the Champion Creek Connector property located in the City of Medina, Medina County; and

**WHEREAS**, the Champion Creek Connector project will permanently protect approximately 10 acres of land containing high quality streams and headwater streams, and high quality wetlands; and

**WHEREAS**, the Champion Creek Connector project will protect an area that is contiguous with other parkland, and will therefore provide connection to other parkland; and

**WHEREAS**, the Council of the City of Medina recognizes the opportunity to protect the rural character and quality of life in the City, preserve open space, protect water quality, and provide opportunities for outdoor recreation.

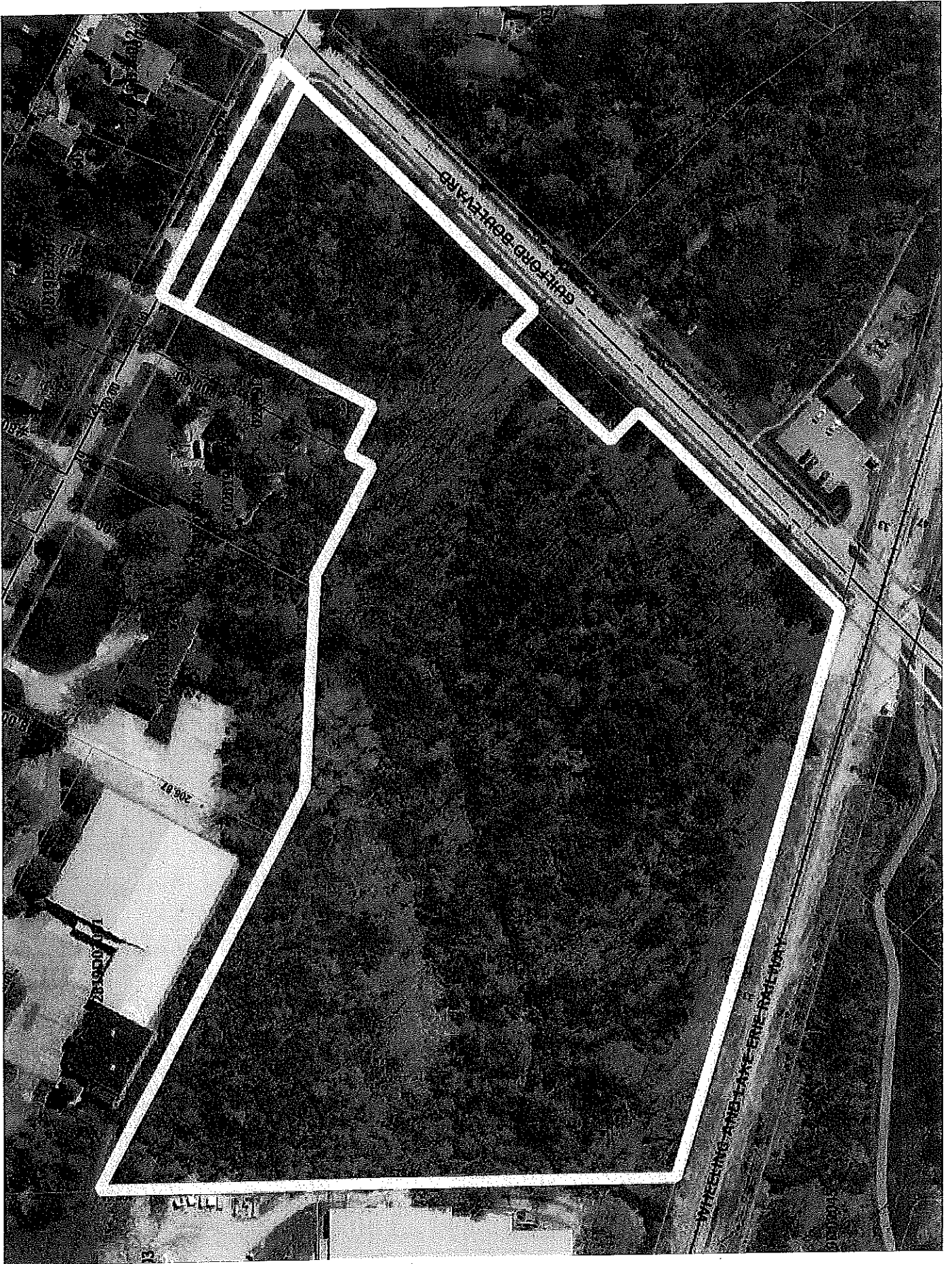
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

That the Medina City Council hereby supports West Creek Conservancy's application to the Ohio Public Works Commission for the Champion Creek Connector project, in the City of Medina, Medina County.

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.

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





OK  
D. H. Harvey  
9-20-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-215-9/26  
Finance

FROM: Nino Piccoli Service Director  
DATE: September 19, 2022  
SUBJECT: Increase Purchase Order

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization to increase existing Purchase Order #2022-689 for the purchase of supplies from Kokosing Materials, Inc. The original PO was approved by the Board of Control in January of this year and increased in August by \$10,000. We are requesting authorization to increase this PO for a new total of \$40,000.00. to purchase materials needed through the end of this year.

**Suggested Funding:**

- Sufficient funds in Account No. 115-0610-53313
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO  
Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

OK  
20/1/2022  
9-20-2022

**REQUEST FOR COUNCIL ACTION**

NO. RCA 22-216-9/26

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: September 20, 2022

SUBJECT: Storm Water Operation and Maintenance Agreement – Taco Bell

This request asks Council to accept the attached Storm Water Operation and Maintenance Agreement (SWOMA) from Taco Bell and authorize the Mayor to sign the agreement on the City's behalf.

This SWOMA outlines the property owners operation and maintenance plan for a newly installed storm water detention system. This agreement will ensure that the detention system operates as designed throughout the life of the development. This agreement will be recorded with the Medina County upon Council acceptance.

ESTIMATED COST: No cost to the City

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

*City of Medina Ohio*

**Document ID:**

**Corresponding Job ID:**

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

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

**WHEREAS**, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 028-19A-09-189 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. 5908 to be developed as a freestanding restaurant and referred to as the Property; and,

**WHEREAS** the Owner is providing a storm water management system consisting of the following storm water management practices for the bioretention basin and on-site stormwater network as shown and described on the attached Comprehensive Storm Water Management Plan (*attach copy of development's approved plan*); and,

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

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

**A. FINAL INSPECTION APPROVAL**

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

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

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

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

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

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

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

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

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

The condition and/or presence of:

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

(iv) \_\_\_\_\_

(v) \_\_\_\_\_

(vi) \_\_\_\_\_

(vii) \_\_\_\_\_

(viii) Any other item that could affect the proper function of the Facility.

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

**D. FUNDING**

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

**E. INDEMNIFICATION**

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31<sup>st</sup> day of August, 2022.

Owner: Taco Bell of America, LLC

Signature: [Handwritten Signature]

Printed Name: Eric Hayden, Assistant Secretary

State of California )  
County of Orange) SS:

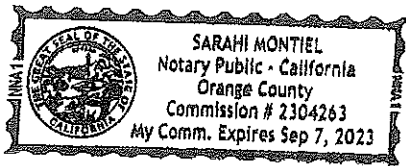
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August by Eric Hayden who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 31<sup>st</sup> day of August, 2022.

Notary Signature: [Handwritten Signature]

Printed Name: Sarahi Montiel

My Commission Expires: September 7, 2023

Notary Seal:





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

City of Medina:

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

Printed Name: Dennis Hanwell, Mayor

State of Ohio )  
County of Medina) SS:

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

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

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

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


Notary Seal:

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

**REQUEST FOR COUNCIL ACTION**

*SK  
DrH@msd  
9-20-2022*

NO. RCA 22-217-9/26

FROM:  Patrick Patton, Chief Larry Walters  
DATE: September 20, 2022  
SUBJECT: Bids Job #1124: Fire Station #1 Parking Lot Replacement

COMMITTEE REFERRAL: Finance

This request is for permission to advertise, bid and award Job #1124: Fire Station #1 Parking Lot Replacement. This project will consist of removal and replacement of the existing concrete pavement and abutting sidewalk as noted in the attached sketch. Storm sewer improvements will be included within this project.

We have been advised that this project qualifies to receive American Rescue Plan Act (ARPA) funding.

The total cost for this project is estimated at \$427,000. No local match is required.

Thank you for your consideration.

ESTIMATED COST: \$427,000  
SUGGESTED FUNDING:  
Sufficient Funds in Account Number: 171 0610 54411 (ARPA Funds)

Transfer Needed from: To:  
New Appropriation Account Number:  
Emergency Clause Requested: No  
Reason:

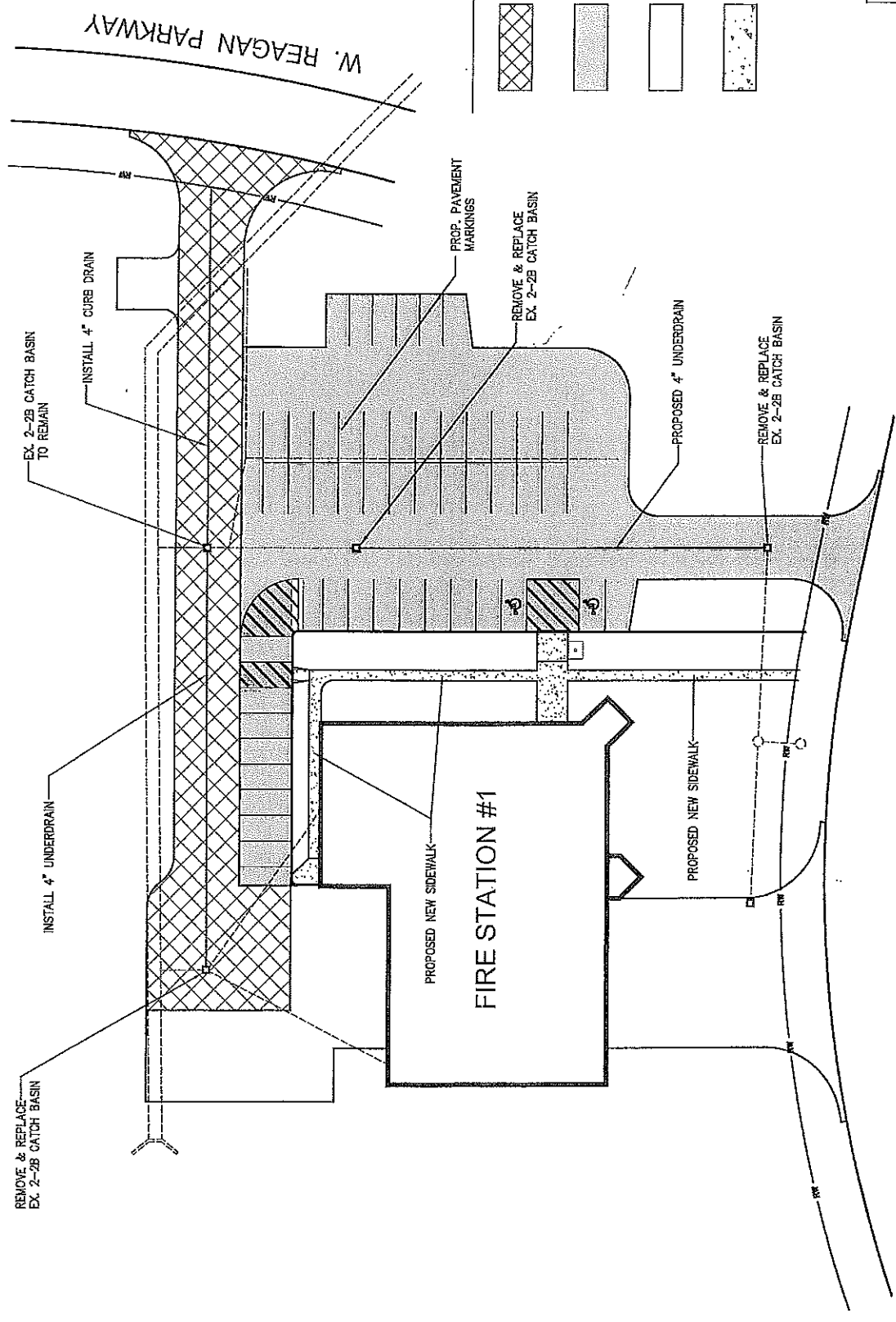
COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:




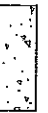
Council Action Taken: Ord./Res. Number:  
Date:

FIRE STATION #1  
 PROPOSED SITE  
 IMPROVEMENT PLAN

N. HUNTINGTON STREET



LEGEND

-  - PROPOSED 10" CONCRETE PAVEMENT - 1,203 S.Y.
-  - PROPOSED 8" CONCRETE PAVEMENT - 2,533 S.Y.
-  - EX. 6" CONCRETE PAVEMENT TO REMAIN
-  - PROPOSED 4" CONCRETE WALK - 1,371 S.F.

**REQUEST FOR COUNCIL ACTION**

NO. RCA 22-218-9/26

FROM: Patrick Patton

COMMITTEE

DATE: September 20, 2022

REFERRAL: Finance

SUBJECT: Bids: Job #1097 City Railroad Drainage and Crossing Improvements Project

This request is for permission to advertise, bid and award the City Railroad Drainage and Crossing Improvements Project. This project will consist of complete replacement of the railroad surface crossing on SR 18, as well as drainage improvements in the area along the railway north of SR 18, and miscellaneous track and track structure improvements.

The total cost for this project \$411,000. This includes a base bid amount of \$378,000 and an Add Alternate bid amount of \$33,000. The Add Alternate includes additional replacement of track structure items (ties, rail, etc.).

Previously Council authorized submittal of a grant application to the Ohio Railway Development Corporation (ORDC) for funding for this project. The City was awarded \$249,600 and subsequently entered into a grant agreement with the ORDC (see attached).

Historically, City railroad crossing maintenance, repair and replacement has been funded equally by the railroad fund (145) and the street and utility special fund (108). As such, the funding for this project will be provided as follows:

- ORDC Grant: \$249,600.
- City 108 funds: \$106,950.
- City 145 funds: \$ 54,450.
  - o TOTAL: \$411,000.

Thank you for your consideration.

ESTIMATED COST: \$411,000.

SUGGESTED FUNDING: Street Capital and Water Capital Improvements

Sufficient Funds in Account Number: 108 0610 54411

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

RR

RESOLUTION NO. 33-21

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO RAIL DEVELOPMENT COMMISSION (ORDC), AND DECLARING AN EMERGENCY.

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

- SEC. 1: That the Mayor is hereby authorized and directed to file an application with the Ohio Rail Development Commission (ORDC) for a grant to be used to improve drainage and replace ties, rail and ballast on a portion of the rail line north of SR 18 and also to replace the crossing surface on SR 18 near AI Root Company.
- SEC. 2: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason applications are reviewed as they are received; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 8, 2021

SIGNED: John M. Coyne, III  
President of Council

ATTEST: Kathy Patton  
Clerk of Council

APPROVED: March 9, 2021

SIGNED: Dennis Hanwell  
Mayor

OF

*Kathy Patton*

33-21  
3-8-21

**REQUEST FOR COUNCIL ACTION**

OK  
D. Patton  
9-20-2022

NO. RCA 22-219-9/26

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: September 14, 2022

SUBJECT: Easements for Gates Mills Bridge Replacement

In order to complete project #1061: Gates Mills Bridge Replacements, the City must acquire a total of three (3) easements from property owners. Previously we have received and Council has accepted two of these easements. Attached is the third and last easement needed for this project; see below for a summary:

	Property	Acquisition	Value	Additional Considerations*
1	811 Gates Mills Boulevard PPN 028-19D-05-280; part of Medina City Out Lot No. 1645	One (1) storm sewer and drainage easement	\$4,700.00	18 cubic yards of Type B Rock
TOTAL			\$4,700.00	

\*See Note, below

Note: As referenced above, the property owners are requesting that in addition to receiving the appraised value for the easement, they would like the City to furnish and install 18 cubic yards of Type "B" rock rip-rap along the existing stream embankment adjacent to their home.

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

ESTIMATED COST: \$4,700 plus approximately \$2,700 for 18 CY of Type B Rock; approximately \$7,400 total.

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: Discussions with this property owner regarding this easement started approximately 15 months ago. This project has been awarded and construction is scheduled to start in early October. We would like to be able to record this easement prior to commencing construction.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

## Storm Sewer and Drainage Easement

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (FOUR THOUSAND SEVEN HUNDRED and 00/100) Dollars (\$4,700.00) and other good and valuable consideration recited herein given to THOMAS D. TROCCHIO and ROZANNE M. TROCCHIO 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 or removing a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, Medina County, Ohio and known as being part of Lot 1645 in Crestwood Land Company's Crestwood Development No. 1, also known as Sublot 15, as shown on the plat of said development recorded in Volume 6, Page 93 on the 29<sup>th</sup> day of August, 1955 by the Medina County Recorder, further bounded and described as follows:

Commencing at a point at the Grantor's southeasterly property corner and the southwesterly right of way line of Gates Mills Blvd. and the True Point of Beginning of the parcel herein described;

1. Thence South 51 degrees 31 minutes 12 seconds West a distance of 25.00 feet to a point on the Grantor's southeasterly property line;
2. Thence North 38 degrees 28 minutes 48 seconds West a distance of 23.00 feet to a point;
3. Thence North 51 degrees 31 minutes 12 seconds East a distance of 25.00 feet to a point on the southwesterly right of way line of Gates Mills Blvd.;
4. Thence, South 38 degrees 28 minutes 48 seconds East a distance of 23.00 feet to a point on the Grantor's northeasterly property line and the southwesterly right of way line of Gates Mills Blvd. to the True Point of Beginning and enclosing an area of 0.0132 acre, more or less, none of which present road occupied and is from Medina County Auditor's Parcel No: 028-19D-05-280.

Bearings do not match plat and are based on an assumed meridian for reference only. This description was prepared and reviewed under the supervision of Mary E. Kimberlin, P.E., P.S., Registered Surveyor No. 7540, and is based on survey performed by the Euthenics' survey staff in July, 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 will furnish and install 18 cubic yards (approximately 6 feet wide x 32 feet long x 30 inches deep) of Type "B" rock rip-rap along the existing stream embankment. The rip-rap will be placed starting at the end of the concrete embankment adjacent to the corner of the house, extending southwest along the north side of the stream bank.
2. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a PERPETUAL WATERCOURSE WITH A STORM SEWER AND APPURTENANCES.

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. 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 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 with the necessary equipment to remove any obstructions as necessary to allow for the proposed culvert and headwall installation including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to complete grading to establish the watercourse; to install the proposed culvert, headwall, appurtenances; to complete grading as necessary for the installation of the culvert and headwall; 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 Gates Mills Blvd.; Permanent Parcel No. 028-19D-05-280, part of Medina City Lot 1645 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 31<sup>st</sup> day of August, 2022.

Grantor:

Thomas D. Trocchio

Signature: [Signature]  
Print Name: Thomas D Trocchio

State of Ohio )

County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Thomas D. Trocchio, 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 31<sup>st</sup> day of August, 2022.



Notary Signature: [Signature]  
Print Name: Sean Patrick Fanning  
My Commission Expires: October 20 2026  
Notary Seal:

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31 day of August, 2022.

Grantor:

Rozanne M. Trocchio

Signature: [Signature]  
Print Name: Rozanne Trocchio

State of Ohio )

County of Medina) SS:

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

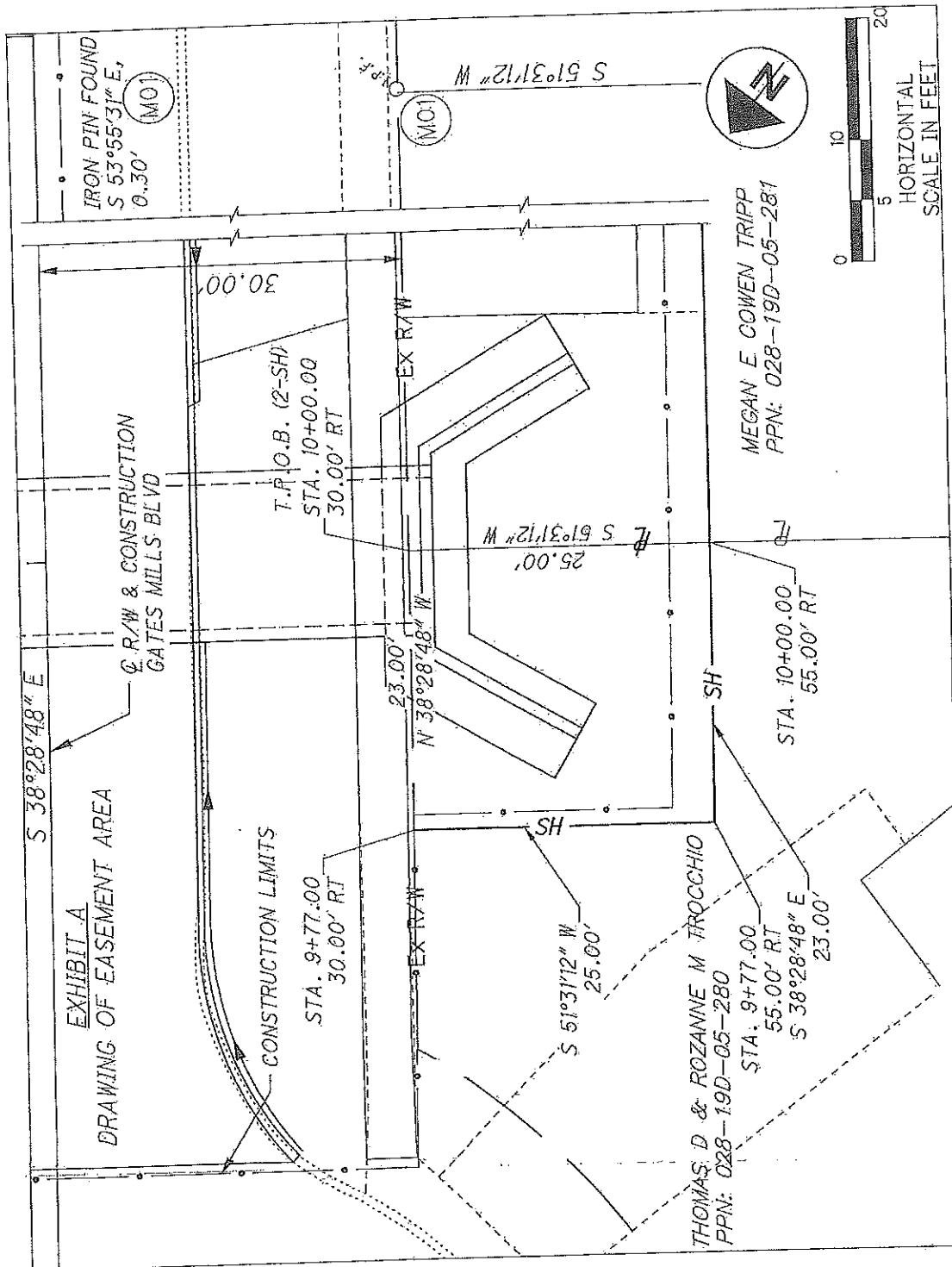
In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 31<sup>st</sup> day of August, 2022.



Notary Signature: [Signature]  
Print Name: Sean Patrick Fanning  
My Commission Expires: October 20 2026  
Notary Seal:

This instrument was prepared by:

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



ok  
2/8 Hanned  
9-20-2022

NO. RCA 22-220-9/26

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: September 20, 2022

SUBJECT: Emergency Railroad Repair – Increase Purchase Order

This request is for Council approval to increase Purchase Order 2022-1083 by \$15,000 to cover the cost of additional emergency repairs to the City rail line. Attached invoice from Wintrow Construction for two emergency repairs to the City railway. The repairs completed are as follows:

Original P.O.  
\$ 40,072.34

Scope of Work	Amount
Repair 3 broken rails between SR 18 and State Road	\$11,442.77
Repair a pull apart north of SR18	\$1,542.28
TOTAL	\$12,985.05

The balance of the \$15,000 requested would be kept in place to cover any future repairs this year.

Thank you for your consideration.

ESTIMATED COST: \$15,000

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 145-0630-54411

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: These repairs were completed on an emergency basis, we would like to pay the invoice as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



**INVOICE**

**Wintrow Construction Corporation**  
673 Norton Avenue  
Barberton OH 44203-1725  
330-753-2983

Invoice No: 27122  
Date: 8/24/2022  
Due Date: 9/23/2022  
Customer PO #  
Job No: 8093

**Bill To:**  
City of Medina, OH  
132 North Elmwood Ave.  
P.O.Box 703  
Medina, OH 44256

**Job Address:**  
North of SR-18  
Medina, OH

**Terms: Net 30 Days**  
A late payment charge of 1½% per month (18% annum) shall be assessed on any past due balance.

Accounts Receivable Email: [Jennifer@WintrowConstruction.com](mailto:Jennifer@WintrowConstruction.com)

Description	Unit	Qty.	Unit Price	Extended Price
Emergency Work Performed 7-30-22				
Called out for a pull-a-part on the tracks to the north of SR-18; crew removed joint bars and used the rail stretcher to pull the joint back together, installed 4 new bolts				
Foreman	EC OT	4.00	114.52	458.08
Laborer	EC OT	4.00	95.50	382.00
Laborer	EC OT	4.00	95.50	382.00
Tool Truck	EQUIP	1.00	300.00	300.00
Track Bolts/Washers	EA	4.00	5.05	20.20

Subtotal:	\$	1,542.28
*Sales Tax (if applicable):	\$	0.00
Invoice Amount (USD):	\$	1,542.28

Please reference invoice number on check  
\*Enclose a tax exempt certificate if sales tax is deducted from remittance

# INVOICE



Wintrow Construction Corporation  
 673 Norton Avenue  
 Barberton OH 44203-1725  
 330-753-2983

Invoice No: 27048  
 Date: 6/23/2022  
 Due Date: 7/23/2022  
 Customer PO #  
 Job No: 8062

**Bill To:**  
 City of Medina, OH  
 132 North Elmwood Ave.  
 P.O.Box 703  
 Medina, OH 44256

**Job Address:**

Medina, OH

**Terms: Net 30 Days**

A late payment charge of 1 1/2% per month (18% annual) shall be assessed on any past due balance.

Accounts Receivable Email: [Jennifer@WintrowConstruction.com](mailto:Jennifer@WintrowConstruction.com)

Description	Unit	Qty	Unit Price	Extended Price
Emergency Work Performed 6/7/22	LS	1.00	11,442.77	11,442.77
Broken Rails (Route 18 Crossing to State Rd Crossing)				
SEE ATTACHED				

Subtotal: \$ 11,442.77  
 \*Sales Tax (if applicable): \$ 0.00  
 Invoice Amount (USD): \$ 11,442.77

Please reference invoice number on check  
 \*Enclose a tax exempt certificate if sales tax is deducted from remittance

OK  
D-H  
9-20-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-221-9/26

FROM: Kimberly Marshall, Economic Development Director Committee: Finance

DATE: September 20, 2022

SUBJECT: American Rescue Plan Act – Small Business Workforce Assistance Grants

**SUMMARY AND BACKGROUND:**

This request is for council to consider approval of 22 Small Business Grant Applications and authorize the Mayor to enter into a grant agreement with each business. A copy of the grant agreement is attached and has been reviewed, modified and approved by our outside legal counsel, Walter Haverfield.

The Economic Development committee has reviewed the attached grant applications and have recommended their approval. The dollar amounts vary and were based on eligibility, requested funds and need. All applicants will be using the funds for workforce needs that address hiring, re-hiring and retention of employees. They are all registered with the Ohio Secretary of State, and RITA and have met all the other grant requirements.

Estimated Cost: \$108,000

Suggested Funding:

Sufficient funds in Account No. 171-0748-56633

- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

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

Emergency Clause Requested: NO

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

<b>Recommended Grant Award</b>	
<b>Business Name</b>	<b>Recommended Grant Award</b>
Agency One Insurance LLC	\$ 3,000.00
Almost Home Childcare	\$ 10,000.00
Bella Moxie Company	\$ 2,000.00
Bella Sorrellas Corp	\$ 1,500.00
BK Fitness and Training	\$ 2,500.00
Candyapple & Co. LLC	\$ 5,000.00
Castle Noel	\$ 10,000.00
Chanchote LLC DBA Sweet Mango	\$ 7,500.00
Chill Ice Cream Co	\$ 4,000.00
Courthouse Pizza	\$ 2,500.00
Eagle Computer LLC	\$ 2,500.00
ECM Performance Materials Corp.	\$ 5,000.00
Eleven Eleven Boutique (Reverie)	\$ 2,500.00
Gardener's Cottage	\$ 3,000.00
It's a Dog's Life Pet Daycare, Resort & Spa LLC	\$ 5,000.00
Knot Yourself	\$ 5,000.00
LSQ Manufacturing Inc (Arthur Products Co.)	\$ 7,000.00
MMBKH Partners LLC DBA Got Milt Health and Fitness	\$ 2,000.00
Pappas Restaurant Group (Twisted Burgers & Sushi)	\$ 10,000.00
PK Coffee Houses Inc (Cool Beans Café)	\$ 10,000.00
Sarah's Violin Studio	\$ 3,000.00
VCS Salon and Spa	\$ 5,000.00

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\$108,000

## ARPA CITY OF MEDINA WORKFORCE ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT, dated as of the last date indicated after the signatures, is made by and between the City of Medina, and COMPANY NAME (“the Business”), referred to collectively as the “Parties”.

**WHEREAS**, the American Rescue Plan Act of 2021 (“ARPA”) was passed by Congress and signed into law on March 11, 2021, providing economic relief to state and local governments, and

**WHEREAS**, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and the Medina City Council elected to use ARPA funds to support small businesses with workforce issues resulting from the negative economic impact of COVID-19, and

**WHEREAS**, the Business has applied to the City of Medina and been awarded an ARPA Small Business Workforce Grant to lessen the negative impact of COVID-19 on the Business, and

**WHEREAS**, in order to properly protect the public’s interest in both the proper oversight of government spending and mitigating the workforce issues caused by COVID-19, the Parties enter into this Agreement to set forth their rights and responsibilities with respect to the awarding of an ARPA Small Business Workforce Grant to the Business.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the Parties agree as follows:

1. The City of Medina shall award to Business an ARPA Small Business Workforce Grant in the amount of GRANT AMOUNT.
2. Business’s Application, attached as Exhibit 1, is fully incorporated by this reference and made a part of this Agreement.
3. Business affirms that the information provided on the attached Application is complete, true and accurate. Business shall promptly notify the City of Medina, Economic Development Department in writing of any substantial change in the information provided in the application. A change in the information shall be considered substantial if it will have an impact on the Business’s eligibility for the grant funding.
4. Business shall spend Grant money only for the expenses specifically listed in the Agreement. Business shall make all records available on request to the City of Medina their agents or representatives and the Auditor of State related to the expenditure of any Grant money.
5. If the City of Medina or an audit conducted by the Auditor of State concludes that Grant money was improperly expended, Business shall promptly follow all necessary procedures to repay those funds deemed expended in error.
6. Business shall not use Grant money to cover the cost of any expenses already paid for and reimbursed from another federal or state program. Any such expenditure will be treated as an improper expenditure of funds, and Business shall promptly repay those funds.



7. Business, or any other businesses affiliated with or under the control of Business, shall not accept any other ARPA funding being administered in Ohio or any other State, other than this Grant.
8. This Agreement will be governed by the laws of the State of Ohio. The Parties agree to jurisdiction in the Courts of the State of Ohio.
9. The City of Medina and the City of Medina Economic Development Committee have determined that NAME OF BUSINESS may utilize the grant funding for the following purposes, and for no other purposes. Documentation of how grant funds are utilized will be specific to the approved purposes and submitted to the City of Medina no later than December 31, 2023.

Grant funding must be used for the following purposes:

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As the owner of NAME OF BUSINESS, I acknowledge that I fully understand and agree with the foregoing stipulations placed on the use of these funds. I will provide all necessary documentation of funding use and will immediately return all funding not used appropriately for the purposes stipulated in this agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed the Agreement as of the date(s) set forth below.

**City of Medina**

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

Printed Name:     **Dennis Hanwell**    

Title:     **City of Medina Mayor**    

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

**Business Owner**

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

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

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

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

RCA 22-222-9/26  
Finance Only

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

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

Date: 9/21/2022

Department: Fire Department

Amount: \$14,000.00

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

Account Number: 107-0110-53321

Vendor: Johnson's Fire Equipment Company #1000512

Department Head/Authorized Signature: \_\_\_\_\_  


Item/Description:

Increase PO 22-1077 (\$10,000 to \$24,000) to cover emergency repairs to the pump on Engine 5.

Estimate for repairs attached.

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

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

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

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

Clerk of council

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

Revised: 6/1/2018



QUOTATION

20213 State Route 93  
 Wellston, Oh. 45692  
 PH 1-800-624-1964 FAX 740-286-8172  
[www.dillsfire.com](http://www.dillsfire.com)

To: Medina Fire Department  
 c/o City of Medina  
 132 North Elmwood  
 P.O. Box 703 Medina, Oh 44258

PREPARED BY  
 Heath Ward  
 SERVICE MANAGER  
 1-800-624-1964 X 1003  
[service@johnsonsevs.com](mailto:service@johnsonsevs.com)

1 of 2

Date: 9/20/2022 terms QUOTE GOOD FOR 30 DAYS

QTY	DISCRIPTION	PRICE EACH	TOTAL PRICE
20hrs	Labor to remove and install new pump gear box	\$110.00	\$2,200.00
234mi	Travel miles-30 miles there and 30 miles back are free, for a total of 60 miles. (294 miles total minus 60 = 234)	\$1.50	\$351.00
1	K 117 O-Ring and gasket kit C20/TC20 T141	\$229.58	\$229.58
1	W-3926-250 Oil Seal 1-5/8 X 2-1/2 MSGC T19	\$39.04	\$39.04
1	W15307 Bearing Ball Double Row KGC T125	\$71.57	\$71.57
1	71578 Sprocket Driven 26T Y T126	\$453.60	\$453.60
1	52546 Spacer impellar Shaft Y T 95	\$33.46	\$33.46
1	52925 Spacer CXC10 T29	\$24.64	\$24.64
1	W16307 Bearing Ball Single Row MSGC(SI) T 25	\$23.70	\$23.70
1	V 3416 Spring Wave C10 T40	\$1.96	\$1.96
1	51706-104 Chain 104 Pitch Y T18	\$1,491.84	\$1,491.84
1	N 07 Nut Bearing Lock MSGC T33	\$7.35	\$7.35
1	82664 Sprocket Drive 59T Y T 5	\$1,136.77	\$1,136.77
2	W3956-438 Oil Seal 3-1/2 X 4-3/8 YX T14	\$38.10	\$38.10
1	73139 Ring Tachometer C20 T10	\$72.50	\$72.50
3	W16212 Bearing Ball Single Row Y (SI) T15	\$36.25	\$36.25
1	51672 Wassher Thrust Y T7	\$23.70	\$23.70
2	V2002 Bearing Needle YB T6	\$75.76	\$75.76



QUOTATION

20213 State Route 93  
 Wellston, Oh. 45692  
 PH 1-800-624-1964 FAX 740-286-8172  
[www.dillsfire.com](http://www.dillsfire.com)

To: Medina Fire Department  
 c/o City of Medina  
 132 North Elmwood  
 P.O. Box 703 Medina, Oh 44258

PREPARED BY  
 Heath Ward  
 SERVICE MANAGER  
 1-800-624-1964 X 1003  
[service@johnsonsevs.com](mailto:service@johnsonsevs.com)

2 of 2

Date: 9/20/2022 terms QUOTE GOOD FOR 30 DAYS

QTY	DISCRIPTION	PRICE EACH	TOTAL PRICE
1	83090 Shaft Driver 2.35 56T C20 T13	\$791.93	\$791.93
1	K1176 Shaft replacement Kit 2.35-46T C 20 T44	\$781.70	\$781.70
1	52594 Spacer Coupling Shaft YX T2	\$29.74	\$29.74
1	72969 Collar Shaft Y (SI) T4	\$793.79	\$793.79
2	63410 Shoe Shift C10 (SI) T75	\$26.95	\$26.95
1	82962 Fork Shift C20 T80	\$120.83	\$120.83
1	51954 Nut impeller CG (SI) S13	\$30.21	\$30.21
1	K1252 Kit Mech Seal CX S14	\$623.69	\$623.69
1	R82832 Head Pump Subassy CX B2	\$1,055.91	\$1,055.91
1	51065 Gasket MSGC T24	\$1.30	\$1.30
1	K1187 Housing and Shim Repair kit C20/TC20	\$288.14	\$288.14
	Update includes new housing which will use T142 shims		
1	W1306 Bearing ball row MSGC T3	\$19.06	\$19.06
Shipping	This is an estimate on shipping	\$300.00	\$300.00
	If it takes less than 20 hours for repair then you will only be billed		
	for actual hours of the job		
		Total	\$11,174.07

ok  
D. Hanwell  
9-21-2022

**REQUEST FOR COUNCIL ACTION**

No. RCA 22-223-9/26

FROM: Mayor Dennis Hanwell  
DATE: September 21, 2022  
SUBJECT: Chief Building Official Compensation

Committee: Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council to increase Chief Building Official Dan Gladish's base salary to \$125,000.00. He is currently in Pay Grade 114, which has a salary range of \$107,130 to \$128,556. His current salary is \$112,487. There are adequate funds available in carry forward and no additional funds will need to be appropriated by the Council.

Estimated Cost: \$12,513.00

**Suggested Funding:**

- Sufficient funds in Account No. Building Department carry forward
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

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

Emergency Clause Requested: No  
Reason: \_\_\_\_\_

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date: