

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 22-234-10/24 – MOU w/County – Sanitary Sewer Replacement for W. Smith Reconstruction
- 22-235-10/24 – Amend Ord. No. 139-22 – Bids for W. Smith Rd. Reconstruction
- 22-236-10/24 – Storm Water Operation & Maintenance Agreement – Sandridge Food
- 22-237-10/24 – Amend Civil Service Rule VIII (K)(3)
- 22-238-10/24 – Grant Application for Body Worn Cameras – Police Dept.
- 22-239-10/24 – Purchase three (3) 2023 Ford Explorers – Police Dept.
- 22-240-10/24 – Sale of Fire Apparatus – Fire Dept.

10/24/22

REQUEST FOR COUNCIL ACTION

No. RCA 22-231-10/11
Committee: Public Properties
10/12/22
Finance
10/24

FROM: Jansen Wehrley ^{TSW}
DATE: October 4, 2022
SUBJECT: Pickleball Courts- Discuss options

SUMMARY AND BACKGROUND:

Respectfully requesting Council to review and discuss options for pickleball court construction. Over the last year we have looked at three options to construct designated pickleball courts in the City of Medina. Our Legal Counsel and City Council has authorized the use of ARPA funds to construct these courts.

Option 1- Convert one tennis court to two permanent pickleball courts at Ken Cleveland Park. Patch cracks, install acrylic resurfacer, install nets, install divider fence, and line.
~\$38,000.00

Option 2- Install four brand new courts at Ray Mellert Park
~\$166,000.00

Option 3- Collaborate with Medina City Schools 50/50 and demo two existing tennis courts to install six new pickleball courts at A.I. Root Middle School adjacent from Fred Greenwood Park. *Jim - need to do something w/ these anyway*
~\$194,000.00 *Facility Committee is interested.*

**Quotes are from Vasco Sports Contractors through the National Cooperative Purchasing Alliance. *Jim - Atwood*

Estimated Cost: Approximately \$100,000.00 - \$200,000.00 depending on option and updated quotes.

- Suggested Funding: ARPA Funds *Approved*
- sufficient funds in Account No.
 - transfer needed from Account No. to Account No.
 - NEW APPROPRIATION needed in Account No.

DS/BL
Move fwd w/ option #3

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *10-12-22 DS/BL - Option 3*
3-D

Ord./Res.
Date:



PROPOSAL SUBMITTED TO: JANSEN WEHRLEY PARK DIRECTOR CITY OF MEDINA, OHIO	LOCATION: April 18, 2022 TENNIS/PICKLEBALL COURTS KEN CLEVELAND PARK EAST STURBRIDGE DRIVE MEDINA, OHIO 44256
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PHONE: (330) 721-6950	Email: jwehrley@medinaoh.org	Is job located within the city limits? <input type="checkbox"/> no <input type="checkbox"/> yes
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PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$37,411.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
 Note: This proposal may be withdrawn by us if not accepted within 10 days.

ESTIMATOR: Matt Wilson

SPECIFICATIONS:

TENNIS/PICKLEBALL COURT CONVERSION

- 1) Install two pair of permanent pickleball footers, posts, & nets.
- 2) Install new 5' divider fence between north and south pickleball courts.
- 3) Clean and fill existing cracks with court patch binder
- 4) Patch old tennis footers.
- 5) Fill low areas with acrylic patch mix
- 6) Apply two (1) coat of acrylic resurfacer over entire court area.
- 7) Apply two (2) coats of acrylic color coating system over court.
- 8) Line one regulation tennis court with textured line paint.
- 9) Line two regulation pickleball court with textured line paint.

OPTION #1 – Install Polyprime rust stopper over entire court prior to surfacing (Minimize rust not eliminate) – ADD \$6,217

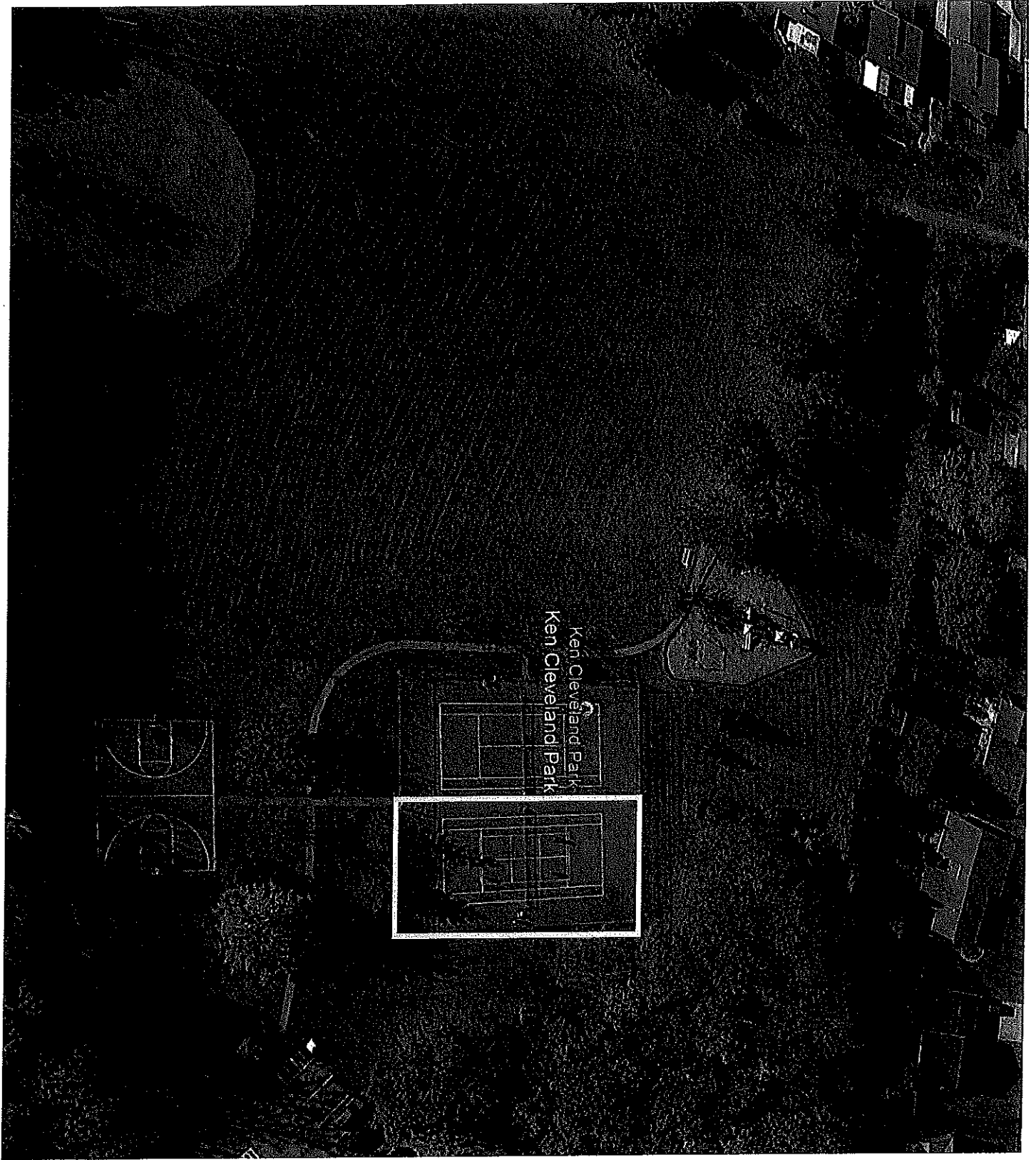
CRACKS IN COURTS

It should be noted that as your tennis court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. VASCO uses standard industry procedures to repair and limit cracking, but the processes that cause cracking continue after resurfacing. VASCO cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been surfaced

Work performed in addition to the specifications listed above require additional charges.
 Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

 DATE OF ACCEPTANCE _____
 AUTHORIZED SIGNATURE



Ken Cleveland Park
Ken Cleveland Park



PROPOSAL SUBMITTED TO: JANSEN WEHRLEY PARK DIRECTOR CITY OF MEDINA, OHIO	LOCATION: April 18, 2022 FOUR PICKLEBALL COURT CONSTRUCTION RAY MELLERT PARK 360 FOUNDRY ST. MEDINA, OHIO 44256	
PHONE: (330) 721-6950	Email: jwehrley@medinaoh.org	Is job located within the city limits? <input type="checkbox"/> no <input type="checkbox"/> yes

PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$165,167.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Matt Wilson

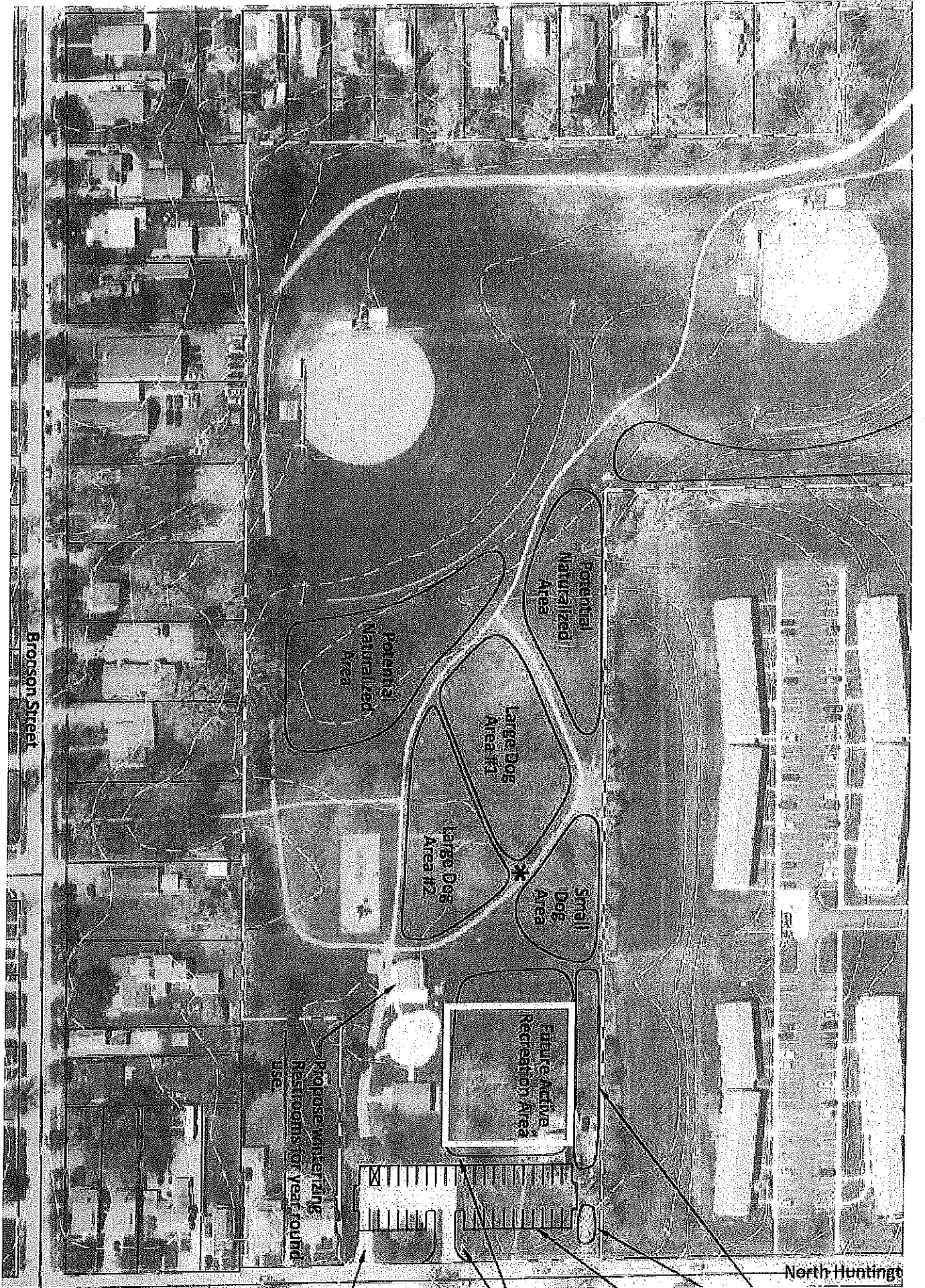
- SPEGIFICATIONS:**
- PICKLEBALL COURT CONSTRUCTION**
128' x 68'
NCPA Contract Number – 08-07 Region 14 ESC
1. Excavate existing court area to proposed grades.
 2. Cut and fill as needed to create 1% cross slope
 3. Perform proof roll with Owner to ensure stable subgrade conditions.
 4. Furnish & install 4" perimeter drain around courts and stub out for city to tie into.
 5. Fine grade subgrade with laser grader.
 6. Furnish & install new limestone base compacted to 6"
 7. Laser grade stone base to achieve desired cross slope.
 8. Furnish & install HMA Binder Course 2.5"
 9. Furnish & install HMA Virgin Wearing Course 1.5"
 10. Install new 8' perimeter fence around the courts.
 11. Install new 5' divider fence between north and south courts.
 12. Furnish & install new net posts, net anchor and net.
 13. Install Plexipave (4) coat acrylic system over entire court.
 14. Stripe four pickleball courts.
- Stabilize Subgrade – Budget \$15-\$20/SY***
- EXCLUSION: Soil Conditions Testing, Seeding, Water Calculations, Permitting, & Density Testing***
- Work performed in addition to the specifications listed above require additional charges.
 Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions; and price(s) are acceptable. I authorize Vasco to do the work as specified.

 DATE OF ACCEPTANCE

 AUTHORIZED SIGNATURE

4270 Sterillite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 •
www.thevascogroup.com



Bronson Street

Potential Naturalized Area

Potential Naturalized Area

Large Dog Area #1

Large Dog Area #2

Small Dog Area

Future Active Recreation Area

Propose wintering Restrooms for year-round use

North Huntingt



PROPOSAL SUBMITTED TO:
JANSEN WEHRLEY
PARK DIRECTOR
CITY OF MEDINA, OHIO

LOCATION: September 19, 2022
SIX PICKLEBALL COURT CONSTRUCTION
AI ROOT MIDDLE SCHOOL
333 W STURBRIDGE DR.
MEDINA, OHIO 44256

PHONE: (330) 721-6950

Email: jwehrley@medinaoh.org

Is job located within the city limits? no yes

PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$193,783.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Matt Wilson

SPECIFICATIONS:

PICKLEBALL COURT CONSTRUCTION

120' x 120'

NCPA Contract Number – 08-07 Region 14 ESC

1. Gain access to existing tennis courts by removing a portion of fencing.
2. Demo existing tennis equipment and footers.
3. Sawcut along fence line and remove existing asphalt down to base
4. Regrade existing base with existing material (Assume adequate base in place)
5. Provide and install 6" drainage on south and east side of courts.
6. Pave 2.5" of Binder Course Hot Mix Asphalt
7. Pave 1.5" of Wearing Course Virgin Hot Mix Asphalt
8. Install new 5' divider fence between north and south courts.
9. Furnish & install new net posts, net anchor and net.
10. Regrade disturbed areas, (Seeding and straw by owner)
11. Install Plexipave (4) coat acrylic system over entire court.
12. Stripe six pickleball courts.

Stabilize Subgrade – Budget \$15-\$20/SY

EXCLUSION: Soil Conditions Testing, Seeding, Water Calculations, Permitting, & Density Testing

Work performed in addition to the specifications listed above require additional charges.
Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

DATE OF ACCEPTANCE

AUTHORIZED SIGNATURE

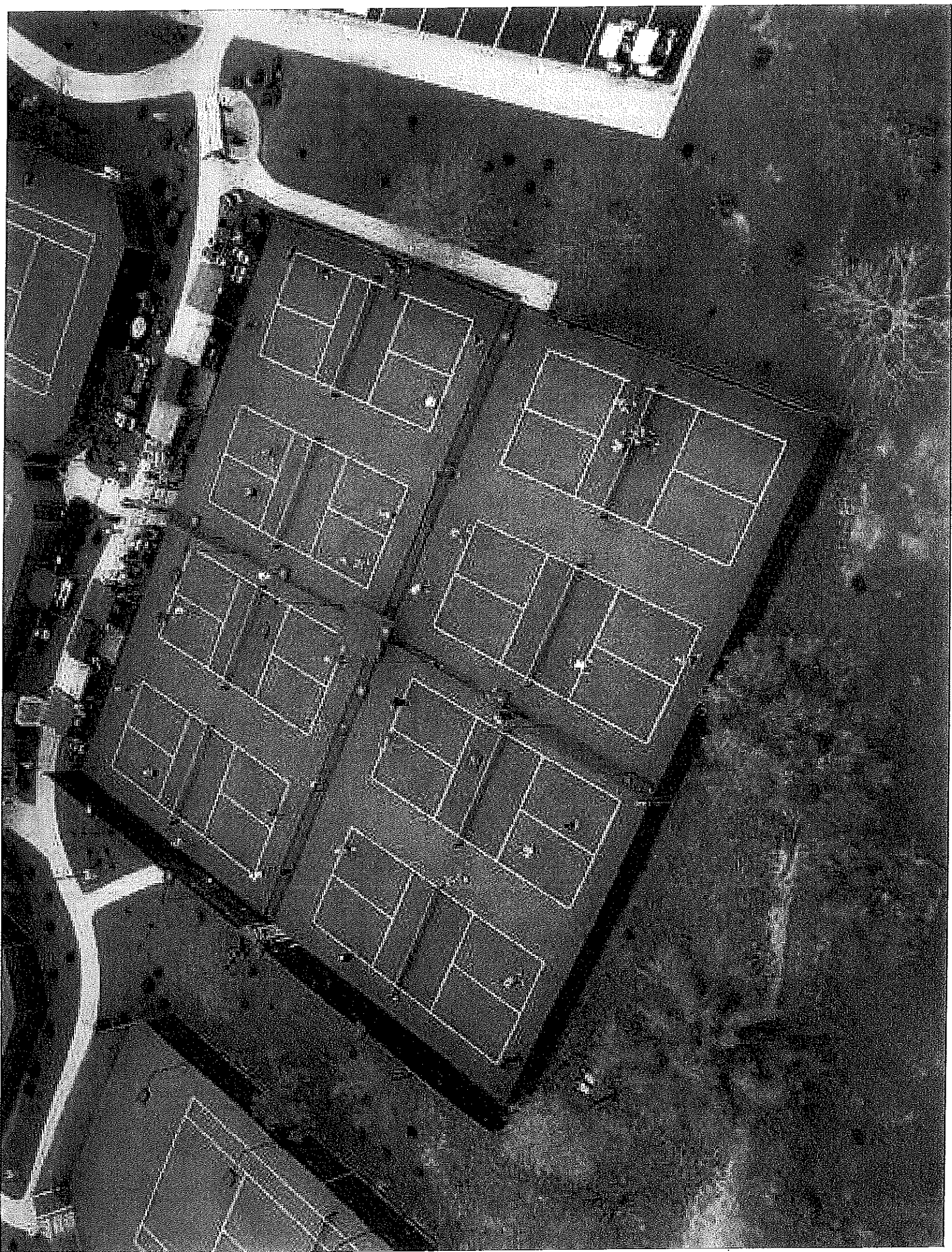
4270 Sterillite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 •

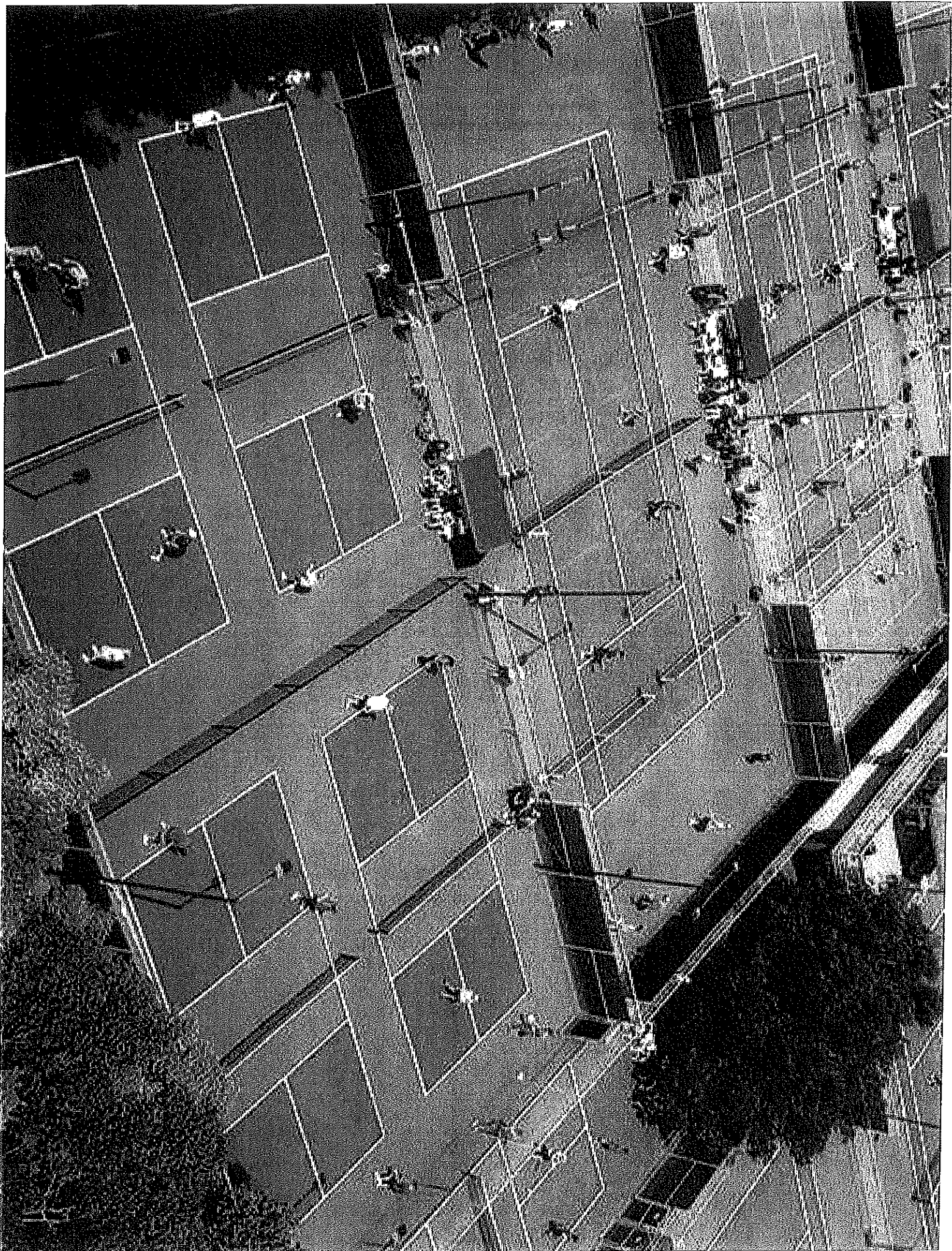
www.thevascogroup.com



A.I. Root Middle School

Brady Garage Door Repair - Garage Spring





REQUEST FOR COUNCIL ACTION

*of
Draft amend
10-18-2022*

NO. RCA 22-234-10/24

FROM: Patrick Patton

DATE: October 18, 2022

COMMITTEE REFERRAL Finance

SUBJECT: Memorandum of Understanding with Medina County regarding the sanitary sewer replacement for West Smith Road Reconstruction, Phase 4

This request asks for Council's authorization to enter into the attached Memorandum of Understanding (MOU) with the Medina County Commissioners with regards to the replacement of the sanitary sewer line on West Smith Road. We request that the Council authorize the Mayor to sign the MOU on behalf of the City.

The Medina County Sanitary Engineer has asked that the City replace the sanitary sewer in this location in conjunction with the City's reconstruction of West Smith Road Reconstruction. Medina County would be responsible for all of the construction costs to install the sanitary sewer. The estimated cost for this replacement is \$375,658.

Thank you for your consideration.

ESTIMATED COST: No cost to the City.

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

MEMORANDUM OF UNDERSTANDING

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

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

Section 1: Project Description

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

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

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

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

Section II – Consent Statement

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

Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

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

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

Section IV – Maintenance

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

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature):

Stephen D. Hambley

By (signature):

Printed Name:

Stephen D. Hambley

Printed Name:

Title:

Board President

Title:

Date:

10/11/22

Date:

REQUEST FOR COUNCIL ACTION

OK
2/10/22
2/10-18-2022

NO. RCA 22-235-10/24

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: October 18, 2022

SUBJECT: Amend Ordinance 139-22 Bids for West Smith Road Reconstruction

This request is for Council's authorization to modify Ordinance 139-22 (attached) authorizing the bidding and awarding a contract for the West Smith Road, Phase 4 by \$160,000, thus increasing the amount authorized to \$5,256,000.

A total of three bids were received for this project; the lowest being \$5,255,491.50 for the Base Bid and Add Alternate 2 (attached). The Board of Control awarded the Base Bid and Add Alternate 2 contingent upon Council amending Ordinance 139-22.

We believe the amount of the bid represents the current fair market cost for this project, and we don't believe the City would receive an advantage or benefit if the project was to be re-bid.

In addition, Medina County will be responsible for the cost for the sanitary sewer work. Ordinance 139-22 needs to be amended to reflect the County's participation as follows:

- City Share: \$2,833,842.
- Grant Share: \$2,046,500.
- County Share: \$ 375,600.
- TOTAL: \$5,256,000.

Thank you for your consideration.

ESTIMATED COST: \$160,000.

SUGGESTED FUNDING: 108-0610-54414

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: We would like to execute the contract as soon as possible so that the contractor can begin acquiring project materials immediately.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

ORDINANCE NO. 139-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1025, the West Smith Reconstruction, Phase 4 project, in accordance with plans and specifications on file in the office of the Mayor.

\$ 5,256,000.

SEC. 2: That the estimated cost of the project, in the amount of ~~\$5,096,000.00~~, is available as follows: ~~\$3,049,500.00~~ in Account No. 108-0676-54414, and \$2,046,590.00 in Account No. 386-0676-54414. SEE BELOW

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

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

PASSED: July 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 12, 2022

SIGNED: Dennis Hanwell
Mayor

CITY	108-0676-54414	\$ 2,833,842.
GRANT	386-0676-54414	\$ 2,046,500.
COUNTY	108-0676-54414	\$ 375,658.
		<u>\$ 5,256,000.</u>

MEMO

Date: October 6, 2022
 To: Board of Control
 From: Patrick Patton

RE: Bid Award - City of Medina Job #1025: W. Smith Road Reconstruction, Phase 4

On Monday, September 26, 2022 we accepted bids for the above referenced Project. The bid results are as follows (bid tabulation attached):

	Name & Address of Bidder	Bid Guarantee	Completion Date	Base Bid	Bid Additive #1	Bid Additive #2
	Engineer's Estimate	-	5/15/2024	\$4,255,537.45	\$741,950.00	\$596,460.00
1	Fechko Excavating, Inc. Medina, OH	100% Bond	5/15/2024	\$4,480,174.50	\$786,321.00	\$775,317.00
2	Tri Mor Corporation Twinsburg, OH	100% Bond	5/15/2024	\$5,188,017.00	\$914,196.00	\$826,890.00
3	Fabrizi Trucking & Paving Co. Middleburg Hts., OH	100% Bond	5/15/2024	\$6,149,756.10	\$978,149.00	\$888,180.00

The low bid was submitted by Fechko Excavating. Fechko Excavating has previously worked for the City of Medina, completing several major capital improvement projects over the past several years. These include:

- 2022: SR 18 Emergency Water Line Replacement (\$138,000)
- 2019: W. Smith Road Reconstruction, Ph. 3 (\$1,418,000)
- 2016: Wadsworth Road Water Line Replacement (\$223,000)

The bid included the base bid plus two alternates. Alternate #1 included replacing the water line throughout the project using ductile iron pipe. Alternate #2 included replacing the water line throughout the project using C909 (plastic) pipe. See below for a review of Fechko's base bid and add alternate bids as compared to the Engineer's estimate:

FECHKO BID REVIEW

	Engineer's Estimate	Fechko Excavating	% Difference
Base Bid	\$4,255,537.45	\$4,480,174.50	105.28%
Base Bid + Alt 1 (Ductile Iron Water Pipe)	\$4,997,487.45	\$5,266,495.50	105.38%
Base Bid + Alt 2 (C909 Plastic Water Pipe)	\$4,851,997.45	\$5,255,491.50	108.32%

We recommend that the Board award the Base Bid and Alternate #2 (C909 Plastic Water Pipe) to Fechko Excavating for two reasons. First, the C909 bid less expensive than the Ductile Iron bid; and second, delivery lead time for the C909 is approximately 4 to 6 weeks, compared to delivery time exceeding one year for ductile iron pipe.

The bid number for Base Bid and Alternate #2 exceeds the amount authorized by Council by a total of \$159,491.15 (3.13%). In order to award the Base Bid and Alternate #2, Council will have to amend the Ordinance 139-22 to increase the amount authorized. Due to this, this recommendation is contingent upon Council amending Ordinance 139-22.

ORDINANCE NO. 139-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1025, the West Smith Reconstruction, Phase 4 project, in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$5,096,000.00, is available as follows: \$3,049,500.00 in Account No. 108-0676-54414, and \$2,046,590.00 in Account No. 386-0676-54414.

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

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

PASSED: July 11, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 12, 2022

SIGNED: Dennis Hanwell
Mayor

REQUEST FOR COUNCIL ACTION

*OK
Patton
10/18/2022*

NO. PCA 22-236-10/24

FROM: Patrick Patton 

COMMITTEE REFERRAL: Finance

DATE: September 20, 2022

SUBJECT: Storm Water Operation and Maintenance Agreement – Sandridge Food Corporation

This request asks Council to accept the attached Storm Water Operation and Maintenance Agreement (SWOMA) from Sandridge 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 the **Sandridge Food Corporation** (hereafter referred to as the Owner) and the *City of Medina, Ohio* hereafter referred to as the City, provides as follows:

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

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

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

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

A. FINAL INSPECTION APPROVAL

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

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

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

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

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

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

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

The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

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

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

D. FUNDING

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

E. INDEMNIFICATION

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

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

Owner:

Signature: Todd A. Jones, CPA

Printed Name: Todd A. Jones, CFO/VP Finance

State of Ohio)

County of Medina) SS:

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

Notary Signature: Lisa Brickley

Printed Name: Lisa Brickley

My Commission Expires: 9-30-23

Notary Seal:

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

City of Medina:

Signature: _____

Printed Name: Dennis Hanwell, Mayor

State of Ohio)
County of Medina) SS:

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

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

Notary Seal:

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

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

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

Medina, Ohio

Dry Detention Basin "Upper"

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

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

Dry Pond Basin Inspection and Maintenance Checklist

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

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

Additional Notes

Wet weather inspection needed Yes No

Site Sketch:

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

Medina, Ohio

Dry Extended Detention Basin "Lower"

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

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

Dry Extended Detention Basin Inspection and Maintenance Checklist

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

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

Additional Notes

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

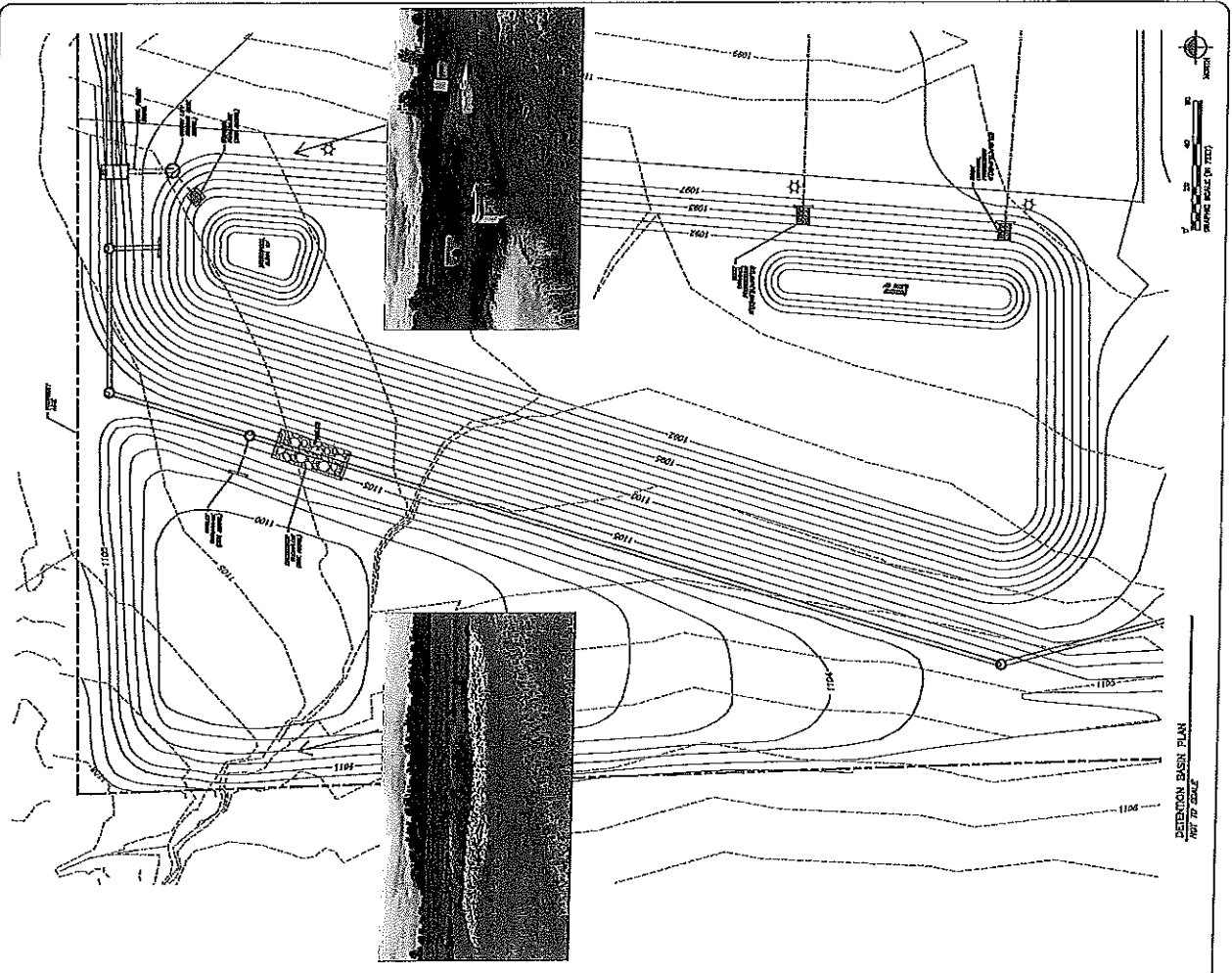
Site Sketch:

SHEET C-5-3
 DATE 10/15/03
 DRAWN BY J. H. HARRIS
 CHECKED BY J. H. HARRIS

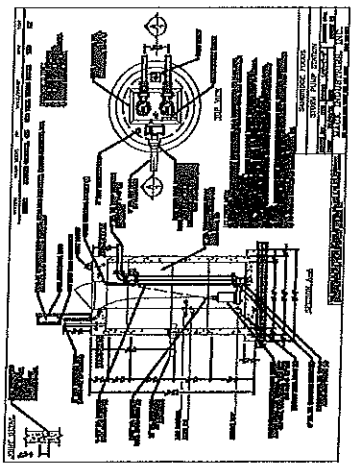
DETENTION POND
 SANDRIDGE FOOD CORPORATION
 LOCATION 4100
 PROJECT NO. 03-001



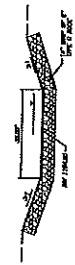
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2	10/15/03	REVISED TO SHOW PERMIT COMMENTS
3	10/15/03	REVISED TO SHOW PERMIT COMMENTS
4	10/15/03	REVISED TO SHOW PERMIT COMMENTS
5	10/15/03	REVISED TO SHOW PERMIT COMMENTS
6	10/15/03	REVISED TO SHOW PERMIT COMMENTS
7	10/15/03	REVISED TO SHOW PERMIT COMMENTS
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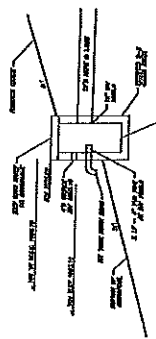
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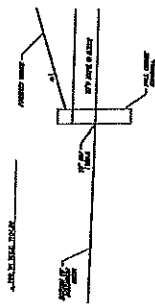
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NOT TO SCALE



LOWER BASIN CONTROL STRUCTURE DETAIL
NOT TO SCALE



UPPER BASIN OUTLET STRUCTURE DETAIL
NOT TO SCALE



OK
10-11-2022

REQUEST FOR COUNCIL ACTION

No. RCA 22-239-16/24

FROM: Civil Service Commission

Committee: Finance

DATE: 10/6/2022

SUBJECT: Revision of Civil Service Rule VIII (K)(3)

SUMMARY AND BACKGROUND:

The Civil Service Commission respectfully requests City Council to consider and accept a revision to Civil Service Rule VIII (K) (3) Probationary Period for Promotional Appointments. This request was brought to the Commission by Chief Kinney when promoting Officer Raven Ory to the sergeant rank. This CSC rule does not mention Police Sergeant rank as having to serve a one-year probationary period, such as the Police Lieutenant and Police Chief ranks are noted as needing to do.

But probationary period for a sergeant promotion is covered in the Sergeant's contract with Ohio Police & Fire as needing to serve a one-year probationary period. Chief Kinney feels that Appointees to Police Sergeant rank should be added to CSC Rule VIII (K) (3) also, noting the need to serve a one-year probationary period when promoted, for consistency.

The Commission is respectfully asking for approval to add **Appointees to Police Sergeant** serve a one year probationary period to CSC Rule VIII (K)(3), to be consistent with the Ohio Police & Fire union contract.

See current CSC Rule below and note the change of adding Police Sergeant at the top of the list, which causes the lettering to change. Also, below is a copy of Article 9 Sec 1 from the union contract noting this information also.

Civil Service Rule VIII (K) Probation

3.. Probationary Period for Promotional Appointments

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

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

Ohio Police & Fire Union Contract:

Article 9- Seniority

Section 1. All newly appointed sergeants shall be considered a probationary employee for a period of twelve (12) months, beginning from the first day of assignment as sergeant.

- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

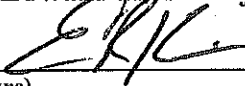
REQUEST FOR COUNCIL ACTION

No. RCA 22-238-10/24

Committee Finance

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

Mayor's Initials:


(Signature)

Guidelines: See information on back of form

Date: 10/6/22

Subject: Small Rural Tribal Body Worn Camera Microgrant

Summary and Background: This grant through the Bureau of Justice Assistance (BJA), a component of the Department of Justice (DOJ) supports small, rural and tribal law enforcement agencies. The award amount of \$44,671.00 is an equal match to our contribution. This grant will serve as funding for the police departments' replacement of outdated, obsolete body worn cameras. The Medina Police Department respectfully requests approval of application and acceptance of the award.

Estimated Cost: \$44,671.00

Suggested Funding:

Sufficient Funds in Account: 106-0101-53315

Transfer Needed From: n/a **To:**

New Appropriation Needed: No

Account No:

Emergency Clause Requested:

No **Yes** If yes, reason: Application is due and was started then stalled.

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:

Date:

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

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



BJA
Bureau of Justice Assistance
U.S. Department of Justice



Justice & Security Strategies, Inc.

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

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

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

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

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

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

Attachment A: Award Specific Requirements

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

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

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

Attachment B: Award Specific Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Details about these requirements can be found here:

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

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

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

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

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

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

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

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

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

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.

- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.

- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

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

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

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

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

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

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

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

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

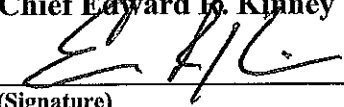
REQUEST FOR COUNCIL ACTION

No. RCA 22-239-10/24

Committee Finance

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

Mayor's Initials:


(Signature)

Guidelines: See information on back of form

Date: 10/13/22

Subject: 2022 Police Department Vehicle Purchase

Summary and Background:

Medina Police Department respectfully requests Council's approval of purchasing three 2023 Ford Explorer vehicles for rotation into the fleet. The cost of three vehicles with title fee amounts to \$125,382.78 (\$41,794.26 each), and \$37,889.13 (\$12,629.71 each) for the upfits. The total amount requested is \$163,271.91.

Purchase through CUE program. (Includes up fitting)
Estimated Cost: \$163,271.91

Suggested Funding: 106-0101-54417 and 106-0101-54413

Sufficient Funds in Account: Yes

Transfer Needed From: To:

New Appropriation Needed: N/A

Account No: Vehicles 106-0101-54417 and Equipment 106-0101-54413

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

**Ord./Res.No:
Date:**

FORD VEHICLE QUOTE CONFIRMATION

MEDINA PD (PATROL)

Dealer: F44209

2023 PIU

Page: 1

Order No:	X203 - X205	Priority:	FIN:QH807	Order Type:	Price Level:	
		RETAIL	DLR INV		RETAIL	DLR INV
K8A	4DR AWD POLICE	\$47165	\$45750.00	SP DLR ACCT ADJ		
	.119" WHEELBASE			SP FLT ACCT CR		
UM	AGATE BLACK			FUEL CHARGE		
9	CLTH BKTS/VNL R			B4A NET INV FLT OPT	NC	
6	EBONY			DEST AND DELIV	1495	
500A	EQUIP GRP					
	.AM/FM STEREO					
99B	3.3L V6 TI-VCT	(2830)	(2661.00)			
44U	10SPD AUTO TRAN	NC	NC			
	FLEET SPCL ADJ	NC	(485.00)			
17T	CARGO DOME LAMP	50	47.00			
18D	GBL LOCK/UNLOCK	NC	NC			
425	50 STATE EMISS	NC	NC			
43D	COURTESY DISABL	25	24.00	TOTAL BASE AND OPTIONS	46465	42574.04
51R	DRV LED SPT LMP	395	371.00	TOTAL BASE AND OPTIONS	46465	42574.04
549	PWR MIRR HTD	\$60	\$56.00			
59B	KEY CODE 1284X	50	47.00			
59W	LESS WIFI HSPOT	(20)	(18.00)			
68G	RR DR/LK INOP	75	71.00			
794	PRICE CONCESSN					
	REMARKS TRAILER					
	FLEX-FUEL					

YOUR Cost Ffor CAR	\$	41,779.26
UPFIT EST 11254	\$	12,629.71
TITLE ONLY	\$	15.00
	\$	54,423.97
Requested QTY	3	\$ 163,271.91

**** PRICE DOES NOT INCLUDE DELIVERY OR UPFIT****

MEDINA PD (PATROL)
Attn: LT SCOTT MARCUM

Model Yr: 23 Body: K8A Beg Ord: X203 No Units: 003 End Ord: X205

Ord Type: 0 Order Code: 500A
Priority: A1 Paint: UM Trim: 96 Accent: ___ Roof: ___
Options: B4A 17T 18D 425 43D 44U 51R 549 59B 59W 68G 794 98F 99B

Init: _ Cust/Flt Name: MEDINA POLICE Ord FIN: QH807 User FIN: QH807
PO Number: _____ Ship-to Code: _____ Additional Trailers (Y/N): _

Derek Powers
Fleet/Gvmt. Sales Mgr.
Montrose Ford

STATUS: CLEAN UNSCHEDULED ORDER STATUS DATE: 10/13/22

Hall Public Safety

UPFITTERS

C.U.E.
3 units

Estimate
EST-11254

Hall Public Safety Upfitters
Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer

Montrose Auto Group

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Estimate Date : September 15, 2022

Expiration Date : October 17, 2022

Project : Medina City PD- 2022
Utility Interceptor X 3

Ship To

Attn: Derek Powers
3960 Medina Rd
, Fairlawn OH

Sales rep : Dave Butch

#	Item & Description	Qty	Rate	Amount
1	Vehicles being removed from service will be three 2018 Ford Police Interceptor Utilities. Department advises that all three units are setup identical to unit #112 which was used to spec for this quote.	3.00	0.00	0.00
2	Department will supply.....Carbide siren/controller system, Pushbar lights, Outside rear hatch lights by plate, Side rear hatch window lights, Side pushbar lights, Front pushbar lights, Radio, Complete camera system, Dual gun rack, Front partition, Computer, Computer mount, Computer power supply, Modem, Radar, Printer, Gps antenna, Stop sticks, Fire extinguisher, Master switch	3.00	0.00	0.00
3	Setina Tall Mans Partition Transfer Kit for a 20-23 Utility Interceptor with Recess Panels and 2 PC Lower Extension Panels SKU : PT2185ITU20TM	3.00 EA	356.15	1,068.45
4	Setina Stand Alone OEM Replacement Transport Seat, with #12 Coated Polycarbonate Cargo Partition, Center Pull Seat Belt for 20-23 Utility Interceptor SKU : QK0566ITU20	3.00 EA	1,298.80	3,896.40
5	Setina Aluminum Push Bumper for 20-23 Utility Interceptor SKU : PB400SUV-UINT20	3.00 EA	458.15	1,374.45
6	Whelen Control WC Expansion Module SKU : CANEM16	3.00 EA	221.60	664.80
7	Whelen compact 100 Watt Composite Speaker SKU : SA315U	3.00 EA	210.00	630.00
8	Whelen SA315 Mount Kit for 20-22 Utility Interceptor Driver Side SKU : SAK66D	3.00 EA	39.20	117.60
9	Sound Off Taillight Flasher for 16-22 Utility Interceptor SKU : ETTFUT-16 tail lights	3.00 EA	129.03	387.09

#	Item & Description	Qty	Rate	Amount
10	Whelen Mini ION T Series light in Clear SKU : TLMIC Note...Hall Public Safety no longer installs front or rear head/taillight housing lighting. Note...See department regarding placement preference for these lights	6.00 EA	119.20	715.20
11	Whelen ION-T Series Linear DUO Red/Blue SKU : TLI2J Under rear gate when open	6.00 EA	151.20	907.20
12	Whelen 54" Legacy DUO WeCanX Lightbar- Red/Blue with white front and amber rear SKU : EB2SP3J	3.00 EA	2,299.00	6,897.00
13	Whelen Lightbar Mount Kit for 20-22 Utility Interceptor SKU : MKEZ105	3.00 EA	76.00	228.00
14	Westin Equipment Installation Case for SETINA Rear Cargo Partition with CUTOOUT for 20-22 PIU SKU : 800-0101	3.00 EA	332.96	998.88
15	Havis Charge Guard battery saver/timer SKU : CG-X	3.00 EA	86.67	260.01
16	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434	3.00 EA	37.36	112.08
17	Secure Idle Ignition System for Interceptor Sedan and SUV with LED Round Switch SKU : SJ240-T-JH-LED	3.00 EA	190.00	570.00
18	Whelen 6" round dome light, red/white SKU : 60CREGCS officer area	3.00 EA	81.00	243.00
19	Whelen 3" Round LED compartment light, white SKU : 35C0CDCR prisoner area	3.00 EA	72.80	218.40
20	Gamber Johnson Console with printer armrest and cup holder for 2020+ Utility Interceptor SKU : 7170-0734-02	3.00 EA	786.00	2,358.00
21	Gamber Johnson Faceplate for Kenwood TK8360 SKU : 7140-0345	3.00 EA	0.00	0.00
22	Gamber Johnson Faceplate for Whelen Cencom SKU : 7160-0339	3.00 EA	0.00	0.00
23	Tiger Tough Drivers bucket seat for 20-23 Ford Utility Interceptor in Black SKU : T52217BLK	3.00 EA	181.09	543.27
24	MNJ 6 In 1 Sharkfin Antenna 2XLTE SKU : MNJ14223478	3.00 EA	290.00	870.00
25	Two way radio antenna and cable SKU : Antenna	3.00 EA	85.00	255.00
26	Labor - Mobile SKU : Labor - Mobile Per department...Full strip-out of the three cruisers coming out of service	3.00	350.00	1,050.00

#	Item & Description	Qty	Rate	Amount
27	Labor - Mobile SKU : Labor - Mobile Install all items, plus department supplied items listed above. Wire in and test	3.00	3,400.00	10,200.00
28	Misc. wires SKU : Misc. wires Misc. wires, connectors, supplies and hardware	3.00 EA	300.00	900.00
29	Data control harness and cables SKU : Data control	3.00 EA	95.00	285.00
30	Department note....These cruisers will not be equipped with V2V function. Per department....Transfer current lighting and lighting control into new cruisers.	3.00	0.00	0.00
Sub Total				35,749.83
Shipping charge				1,400.00
Total				\$37,149.83

Notes

Thank you for your business !!

****Remit to/Mailing Address****
12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

OK
D. J. Hamrick
10-19-2022

REQUEST FOR COUNCIL ACTION

No. RCA 22-240-10/24

FROM: Chief Walters
DATE: 10/19/2022
SUBJECT: Sell of Fire Apparatus

Committee Finance

SUMMARY AND BACKGROUND:

Requesting Finance approval to sell a 1997 Pierce Fire Truck using Brindlee Mountain Fire Apparatus. Fire trucks are specialized equipment that have value beyond what we could get at a local auction. Request authorization for the Mayor to enter into a listing and commission agreement with Brindlee Mountain subject to review and approval by the Law Director.

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 • 256-776-7786 • Fax: 256-498-0924

Listing and Marketing Commission Agreement

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

Apparatus: _____ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: _____ ("Seller")

If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

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

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

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

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

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

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

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

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

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

Agreed to by:

Seller:

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

[insert seller name above]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Kathy Patton

Discussion: Lighteddecorat.

From: Coyne, John <jcoyne@ralaw.com>
Sent: Wednesday, October 19, 2022 10:49 AM
To: George Sam; Nino Piccoli; Jansen Wehrley
Cc: Dennis Hanwell; Kathy Patton; Andrew Dutton
Subject: RE: Candlelight Walk Spheres for Trees @ Square

Group,

I will be at a college visit Monday an unable to attend finance or council. My recollection was that we were going to wrap some more trees as one tree was done by Jansen last year and looked good. I do not believe we ever talked about adding spheres hanging from trees. I thought we wanted to try to keep the lighting to trees and buildings to keep the "look" of the small town. I guess my two cents would be to wrap the tress and not purchase the spheres. I believe wreaths were hung on light poles last year also. thanks

John M. Coyne, III
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From: George Sam <george@mainstreetmedina.com>
Sent: Wednesday, October 19, 2022 10:39 AM
To: Nino Piccoli <npiccoli@medinaoh.org>; Jansen Wehrley <jwehrley@medinaoh.org>
Cc: Dennis Hanwell <dhanwell@medinaoh.org>; Coyne, John <jcoyne@ralaw.com>; Kathy Patton <kpatton@medinaoh.org>; Andrew Dutton <adutton@medinaoh.org>
Subject: Re: Candlelight Walk Spheres for Trees @ Square

EXTERNAL:

No problem ... thank you. Should I be there ... and what time is it?

George Sam
Executive Director
Main Street medina

From: Nino Piccoli <npiccoli@medinaoh.org>
Sent: Wednesday, October 19, 2022 10:36 AM
To: George Sam <george@mainstreetmedina.com>; Jansen Wehrley <jwehrley@medinaoh.org>
Cc: Dennis Hanwell <dhanwell@medinaoh.org>; 'Coyne, John' <jcoyne@ralaw.com>; Kathy Patton <kpatton@medinaoh.org>; Andrew Dutton <adutton@medinaoh.org>
Subject: RE: Candlelight Walk Spheres for Trees @ Square

Good morning all,

We talked about this (Jansen & I) a little more after the Candle Light preparation meeting and remembered Matt W. brought this up in the past. There is additional staff time and equipment necessary to make this work. As such, this should be a Council decision or at least they should have opportunity to weigh in on the same. So before we get too far we are seeking input from the Council at the next Finance Committee meeting scheduled Monday, October 24, 2022 prior to any approval for the additional decorations. I have asked Kathy P. our Council Clerk to add this item to Monday's agenda.

Thanks as always,

Nino

From: George Sam <info@mainstreetmedina.com>
Sent: Tuesday, October 18, 2022 1:42 PM
To: Nino Piccoli <npiccoli@medinaoh.org>; Jansen Wehrley <jwehrley@medinaoh.org>
Cc: Andrew Dutton <adutton@medinaoh.org>
Subject: Candlelight Walk Spheres for Trees @ Square

Hi Nino and Jansen,

MSM will likely be investing in these spheres to hang from the trees at the Square. They are \$175 each, warm white, and 20" round ... total cost is about \$2,500. We will work with you on installation when they come in. We're ordering 14 so far and would like to get 14 more. Does the City have money left in the budget for additional decorations?