

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

November 28, 2022
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 9, 2022-Special, November 14, 2022)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointment.

Rick Grice – Planning & Zoning Commission – Expiring 12/31/26
Elizabeth Biggins-Ramer – Historic Preservation Board – Expiring 12/31/26
Bruce Gold – Planning Commission – Expiring 12/31/26

Confirmation of Council's Appointments

Skip Baran – Archive commission – Expiring 12/31/24

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 211-22, Ord. 212-22, Ord. 213-22, Ord. 214-22, Ord. 215-22, Ord. 216-22, Ord. 217-22, Ord. 218-22, Ord. 219-22, and Res. 220-22

Ord. 211-22

An Ordinance authorizing the Mayor to enter into a Master Agreement to provide services to an aggregated group between the City of Medina and Energy Harbor LLC.

(emergency clause requested)

Ord. 212-22

An Ordinance amending Section 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Recreation Center, and accepting the Job Description of Facility Supervisor.

(emergency clause requested)

Ord. 213-22

An Ordinance authorizing the Mayor to execute a Proposal with Fanning and Howey for Professional Design Services for the expansion of the Fitness Room at the Medina Community Recreation Center, and repealing Ordinance No. 47-19, passed March 25, 2019.

Ord. 214-22

An Ordinance authorizing the Mayor to execute an agreement with the Medina County Combined General Health District to provide storm water runoff testing services on behalf of the City of Medina for the City's NPDES Permit.

Ord. 215-22

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the pay grade of the Parks Director/Superintendent of Parks, Cemetery & Forestry position.

(emergency clause requested)

Ord. 216-22

An Ordinance authorizing the Mayor to enter into a contract with Medical Mutual of Ohio for Health Care Insurance for the employees of the City of Medina.

(emergency clause requested)

Ord. 217-22

An Ordinance amending Sections 31.02 (B)(13) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Clerk of Council and Deputy Clerk positions in the City Council Office.

Ord. 218-22

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

Ord. 219-22

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

Res. 220-22

A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by Internet Auction during the calendar year 2023.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, November 14, 2022

Call to Order:

Medina City Council met in regular session on Monday, November 14th, 2022 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III who led in the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, October 24th and Tuesday, October 25th, 2022 Special Meeting, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and passed by the yea votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to this evening's Council meeting and will meet again in two weeks.

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb stated they had a meeting a week ago with regard to guidelines for flags that are displayed on city property. Bill's interpretation of the meeting tonight in Finance was that they have generally committed to pursue the idea of guidelines and working together to try and come up with a resolution that is fair and acceptable.

Streets & Sidewalks Committee: Ms. Haire had no report.

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

Emerging Technologies Committee: Mr. Rose had no report but stated there is a meeting of the Emerging Technologies Advisory Committee on December 1st at 5:30 p.m.

Requests for Council Action:

- 22-242-11/14 – Electric Aggregation Program Agreement
- 22-243-11/14 – Expenditure – Absolute Construction – 2020 CHIP
- 22-244-11/14 – Amend S&B Code, MCRC Facility Supervisor & Program Specialist
- 22-245-11/14 – Budget Amendments
- 22-246-11/14 – Authorize Rollover of Advances
- 22-247-11/14 – Fitness Center Design Services Agreement & Repeal Ord. 47-19 – MCRC
- 22-248-11/14 – Agreement w/ Health Department for Storm water Runoff Testing

Medina City Council
November 14, 2022

22-249-11/14 – Amend Ch. 909 Re: Small Cell Wireless Facilities
22-250-11/14 – Amend S&B Salary Range for Parks Director/Superintendent of Parks
22-251-11/14 – Amend S&B 31.02(B)(13) & 31.05, City Council Office
22-252-11/14 – 2023 Health Insurance Renewal – Medical Mutual of Ohio

Reports of Municipal Officers:

Dennis Hanwell, Mayor, Information on proposed deer hunting Ordinance and facts are posted on city website Parks page and were sent out with October utility bills. Respectfully ask residents/voters to view same to be properly informed.

- A. 8th Annual Turkey Drive to support Feeding Medina County - 320 S. Court, Medina Farmer's Exchange, November 16, 5:30 p.m. – 7:30 p.m. Donations of turkeys and/or cash.
- B. Candlelight Walk/Tree Lighting - 38th Candlelight Walk weekend will be November 18-20th. Tree & downtown lighting ceremony will start at 7 p.m., Friday, November 18th. Thank you to Main Street Medina for efforts in putting this event on and vast amounts of people who attend to see our beautiful community and support our local businesses. Blessed!
- C. Medina Police & Fire have assisted on medic calls for decades. I am very proud of our collaborative efforts. On October 21st, Medina Police assisted with the delivery of a baby prior to LST squad arriving. Here to recognize the Officer Lauren Brooks from Medina Hospital/CC are: Medical Director Dr. Ruhlin, EMS Coordinator Brad Turner, and LST Manager Joe Toth.

Keith Dirham, Finance Director, was absent.

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

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Joe Toth, LST Director, stated LST responded to 9,965 calls in the City of Medina through October and for all three entities which are the City of Medina, Medina Township and Montville through the month of October they responded to 4,550 ambulance calls and that is 263 over this time last year.

Kimberly Marshall, Economic Development Director, was absent.

Jansen Wehrley, Parks and Recreation Director, recently completed the dog park project at Ray Mellert Park including the parking lot expansion and landscaping. They are anticipating opening the dog park sometime in the summer of 2023 once the grass and everything else is established. 50% of that project was paid through a Capital Bill grant.

Jansen echoed what Mayor Hanwell said about the Candlelight Walk this weekend, this past

Medina City Council
November 14, 2022

weekend there were over 100 volunteers who helped the city with decorating of the district.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, stated there are still trucks out making rounds for leaf pickup. They are currently on their fourth week and have picked up 211 loads so far.

Patrick Patton, City Engineer, reported that the Gates Mills Blvd. bridge replacement project started today. The project is being done in halves in order to maintain access through there and expect the project to be complete by the end of January 2023.

Andrew Dutton, Planning and Community Development Director, reported the hotel received approval from the Historic Preservation Board, Planning Commission, and Board of Zoning Appeals. Mr. Gerspacher's team significantly revised both the site plan and building exterior resulting in an improved proposal. Moving forward, the project will also be subject to the building Engineer review and require agreements and access to city property.

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Many members of the public spoke in favor of the adopting guidelines for flying flags, particularly the Pride flags on government property.

Kahill Seren – Mayor of City of Cleveland Heights – recognizes we live in a society where members of their society have been relegated to secrecy and closets, forced into hiding, lying about who they are, that has devastating consequences on life. Kahill stated it is his responsibility to protect those people's rights to be who they are, unashamed.

Cindy Strebigin – Lakewood, OH

Gretchen Law – Woodhaven Lane, Medina

Hailey Fisher – Medina – Clinical Mental Health Counselor in State of Ohio.

Steve Labon – S. Prospect St.

Sandy Varndell – 1014 Smokerise Dr., Medina – Founder and coordinator for Out Support (Medina's LGBTQ support, information)

Maurena Prentice – Senior at MHS – Surrendering to this hatred sends a very clear message.

Kemp – 797 East Reagan Pkwy

Rita Harley – Medina News on the Street

Stephanie Reed – 501 W. Friendship St.

Bill Tones – Chippewa Lake

Heather Milkes – 632 E. Smith Rd. - Growth, Progress, Change

Rebecca Prentice – 6399 Hooper Drive

Rev. Megan Malone – 3299 E. Normandy Park Dr. – Pride Flags can save lives.

Against adopting guidelines for flying flags on Government Property.
Kevin Norris – 190 Potomac Ct.

Emails in favor:

Beau Shaniuk
Shelley Bonner
Carrie Schaefer
Marina Prentiss
Rob Kancler

Emails Against:

Scott Tinter

Amy Barnes – 314 E. Washington St. spoke on deer population being controlled. Destruction is the easy answer. We have a year to try the Human Society Program to honestly see how it works for Medina.

Introduction and Consideration of Ordinances and Resolutions:

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Ord. 202-22, Ord. 203-22, Ord. 204-22, Ord. 205-22, Res. 206-22, Ord. 207-22, Ord. 208-22, Ord. 209-22, and Ord. 210-22. The roll was called and the motion passed with the yea votes of J. Coyne, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. Bill Lamb cast a nay vote.

Ord. 202-22:

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners pertaining to the sanitary sewer replacement for West Smith Road Reconstruction, Phase 4. Mr. Shields moved for the adoption of Ordinance/Resolution No. 204-22, seconded by Mr. Simpson. Mr. Patton stated this is an MOU between the City of Medina and Medina County in regards to the W. Smith Reconstruction Phase 4 which binds the county to pay for 100% of the cost of the sanitary sewer replacement. The roll was called and Ordinance/Resolution No. 204-22 passed by the yea votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 203-22:

An Ordinance amending Section 2 of Ordinance No. 139-22, passed July 11, 2022 relative to bids for the West Smith Reconstruction, Phase 4 Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 205-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 205-22, seconded by Mr. Simpson. Mr. Patton stated when they accepted bids the lowest bid was about \$160,000.00 more than that. Attributed that to the rising cost of materials. Not recommending turning down these bids and are recommending to the Board of Control that they awarded contingent upon council allocating the additional funds for it. City share is \$2.8 million dollars. Emergency is needed due to bids being opened six weeks ago. The roll was called on adding the emergency clause and was approved by

the yeas votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 205-22 passed by the yeas votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Ord. 204-22:

An Ordinance amending Rule VIII (K) (3) of the Civil Service Rules and Regulations of the City of Medina relative to Probationary Periods for Promotional Appointments. Mr. Shields moved for the adoption of Ordinance/Resolution No. 204-22, seconded by Mr. Simpson. Mayor Hanwell stated the collective bargaining agreement with sergeants had one-year probationary period but our Civil Service rule had a 45 day. They prefer a year, but we are obligated to follow the collective bargaining agreement. The roll was called and Ordinance/Resolution No. 204-22 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Ord. 205-22:

An Ordinance authorizing the Mayor to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Sandridge Food Corporation, for a newly installed Storm Water Detention System. Mr. Shields moved for the adoption of Ordinance/Resolution No. 205-22, seconded by Mr. Simpson. Mr. Patton stated this is due to an EPA rule that requires us to enter into this agreement. It simply bonds the property owner to maintain their detention system. The roll was called and Ordinance/Resolution No. 205-22 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Res. 206-22:

A Resolution authorizing the filing of a Grant Agreement to the Bureau of Justice Assistance (BJA), Department of Justice (DOJ) for the Body-Worn Camera Policy and Implementation Program for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 206-22, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 206-22, seconded by Mr. Simpson. Chief Kinney stated this is requesting permission to apply for and accept the body camera grant if it is awarded. It is a 50% match and they won't use this grant unless there are new body cameras that come out prior to December of 2024. Emergency is requested due to time constraints with the grant. The roll was called on adding the emergency clause and was approved by the yeas votes of D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 206-22 passed by the yeas votes of J. Coyne, R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 207-22:

An Ordinance authorizing the purchase of three (3) 2023 Ford Interceptors including upfitting, from Montrose Ford for the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 207-22, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 207-22 passed by the yeas votes of R. Haire, J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 208-22:

An Ordinance authorizing the Mayor to execute a Listing and Marketing Agreement with Brindlee Mountain Fire Apparatus for the sale of a 1997 Pierce Fire Truck for the Fire Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 208-22, seconded by Mr. Simpson. Chief Walters stated this is for a nearly 25-year-old apparatus that the department no longer uses. The roll was called and Ordinance/Resolution No. 208-22 passed by the yea votes of J. Hazeltine, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and R. Haire.

Ord. 209-22:

An Ordinance amending Ordinance No. 201-21, passed December 13, 2021. (Amendments to 2022 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 209-22, seconded by Mr. Simpson. Deputy Finance Director Lori Bowers stated these are appropriations for a couple of donations and a lot of them are for repaying advances and rolling advances over. The roll was called and Ordinance/Resolution No. 209-22 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire and J. Hazeltine.

Ord. 210-22:

An Ordinance authorizing the Finance Department to rollover certain outstanding advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 210-22, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 210-22 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Council Comments:

Mr. Simpson thanked everyone for their attendance and comments tonight. Be kind to one another.

Ms. Hazeltine recognized the LST Team and Police Dept.

Mr. Rose thanked the Veterans for their service.

Mr. Lamb's goal is to find a way to use guidelines with flag flying so that this works.

Mr. Coyne spoke of the Candlelight Walk, parade & fireworks this weekend. Happy Thanksgiving.

There being no further business, the meeting adjourned at 9:12 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, President of Council

MEDINA CITY COUNCIL

Wednesday, November 9, 2022 – Special Council Meeting

Opening:

Medina City Council met in special open session on Wednesday, November 9, 2022. The meeting was called to order at 5:03 p.m. by President of Council John Coyne III.

Roll Call:

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

Executive Session:

It was moved by Mr. Shields and seconded by Mr. Simpson to enter into Executive Session at 5:03 p.m., to include the Mayor and Law Director for personnel matters related to the compensation of public employees, pending or imminent litigation conferences with the City's Law Director, and terms of negotiations with our public employers. The roll was called and was confirmed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, and B. Lamb.

Executive session adjourned at 5:34 p.m. Mr. Shields made a motion to adjourn the Special Council meeting at 5:35 p.m. seconded by Mr. Simpson. The roll was called and the adjournment was confirmed by the yea votes of J. Shields, D. Simpson, J. Coyne, R. Haire, J. Hazeltine, B. Lamb, and P. Rose.

Kathy Patton, Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 211-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE CITY OF MEDINA AND ENERGY HARBOR LLC AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 147-00, passed August 14, 2000, authorized placing on the November 7, 2000 ballot the question of "Shall the City of Medina have authority to aggregate to retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?" and on November 7, 2000, the voters of the City of Medina approved said question; and

WHEREAS: Following research by the Service Director of the different licensed suppliers in the State of Ohio, Energy Harbor LLC has been recommended to provide these services.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Master Agreement between the City of Medina, Ohio and Energy Harbor LLC to provide competitive retail electric service and related administrative services necessary to fulfill the obligations of said Agreement.

SEC. 2: That a copy of the Master Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to lock in pricing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor



ORD. 211-22
Exh. A

**MASTER AGREEMENT TO PROVIDE SERVICES TO AN
AGGREGATED GROUP
BETWEEN
CITY OF MEDINA, OHIO
AND
ENERGY HARBOR LLC**

This Master Agreement (“Agreement”), is entered into as of this 31st day of October, 2022 (“Effective Date”) by and between **Energy Harbor LLC** (“Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 and **City of Medina**, Medina County, Ohio (“Community” or “Governmental Aggregator”), an Ohio governmental aggregator (each a “Party” and collectively, “Parties”).

RECITALS

A. Supplier is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electric Service (“CRES”) Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. Supplier (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. Supplier sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been certified by the PUCO as a governmental electricity aggregator pursuant to Chapter 4901: 1-24-01, *et. seq.* OAC. Supplier is under no obligation to provide Full Requirements Retail Electric Supply hereunder until Governmental Aggregator has been certified by the PUCO.

F. Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or are otherwise ineligible to participate in the program (“Aggregation Program”). Governmental Aggregator desires that Supplier supply the total electric generation needs to all participants in the Aggregation Program located within the service territory of FirstEnergy – Ohio.

G. By this Agreement, Community and Supplier desire to enter into a mutually beneficial energy and services provisions relationship whereby Supplier shall provide Full Requirements Retail Electric Supply and related administrative services (“Administrative Services”) necessary to fulfill the obligations of this Agreement.

H. Community desires to enter into this Agreement with Supplier to provide energy and energy-related services to Eligible Customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action to remain certified by the PUCO as a “governmental aggregator”; (2) shall establish and maintain an Aggregation Program for those residential and commercial inhabitants, within the boundaries of Community, that the Governmental Aggregator, together with Supplier, has determined will be provided the opportunity to participate in the Aggregation Program (“Eligible Customers”); (3) shall mail out the required enrollment and opt-out notices, which responsibility may be delegated by contract to Supplier; and (4) hereby authorize Supplier to contract for Full Requirements Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Supplier as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Full Requirements Retail Electric Supply from Supplier, or have their participation terminated by the Governmental Aggregator, or their Full Requirements Retail Electric Supply lawfully terminated by Supplier or the Electric Distribution Utility (“EDU”) (“Aggregation Program Customer” or “Participating Customer”).

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to Supplier all notices from the EDU concerning Participating Customers’ accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU’s system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated, Supplier as its Full Requirements Retail Electric Supply provider for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Supplier the exclusive rights to provide Full Requirements Retail Electric Supply to the Eligible Customers.

1.1.5 Customer Data and Load Forecast Information. Supplier and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers’ data and historical load and load forecast information, related to the Participating Customer’s load and consumption, from any entity in possession of such data.

1.1.6 Service Inquiries and Service Notices to Customer. Participating Customers may direct inquiries regarding this Agreement, and Full Requirements Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Supplier at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating

Customers should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Supplier shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

ARTICLE 2 **SUPPLIER OBLIGATIONS**

2.1 Supplier Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, Supplier shall provide Full Requirements Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the commercial and residential Aggregation Program Customers. Supplier shall arrange for the delivery of Full Requirements Retail Electric Supply in accordance with the requirements of the Participating Customers' respective EDU and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Full Requirements Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the EDU provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the EDU, Supplier shall not be responsible for the provision of such services. Notwithstanding the foregoing, Supplier is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 Supplier shall be responsible for all acts necessary for Supplier to perform its obligations hereunder, including but not limited to the scheduling of delivery of Full Requirements Retail Electric Supply hereunder.

2.1.3 Supplier shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

2.2 Subcontracting. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

2.3 Communications and Press Releases. Community hereby agrees to allow Supplier to use Community's name and logo (if any) in any and all enrollment materials (including electronic media and Internet) and press releases for publicity and/or marketing purposes. Community will have the right to review and approve all such materials that utilize the Community's name and/or logo prior to distribution. Additionally, Community authorizes Supplier to represent that Supplier is the Community's exclusive provider of Full Requirements Retail Electric Supply for the Term of this Agreement. Community shall not release any promotional material referencing Supplier, including press releases, without Supplier's prior approval.

ARTICLE 3 **TERM AND TERMINATION**

3.1 Term of Agreement and Termination.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not receive or fails to obtain or maintain PUCO Certification; (2) a Party exercises its right under Article 6 to terminate this Agreement; (3) Supplier fails to obtain or maintain its PUCO Certification; (4) an illegality occurs under Section 3.3; or (5) any of the situations in Sections 3.4 or 5.1 occurs. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for a term agreed upon by the Parties.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Full Requirements Retail Electric Supply is lawfully terminated by Supplier or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Full Requirements Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event or pursuant to the terms of Article 6, the Full Requirements Retail Electric Supply will terminate early and the Participating Customers may choose another CRES Provider or will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to SSO Service from the EDU.

3.3 Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it

becomes unlawful for a Party to perform any obligation under this Agreement, this Agreement may be terminated.

3.4 Termination Events. In the event any of the following conditions occur during the Term, Supplier shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

(i) The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC, as discounted hereunder in accordance with Section 4.2, that is equal to or less than the comparable annualized generation and transmission rates and riders as of the Effective Date of this Agreement.

(ii) The PUCO approves or implements a phase-in credit for generation charges of the EDU which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, chooses to not finance the impact of that effect or if commercially reasonable rates and terms are not available for such financing.

(iii) The EDU will not provide consolidated billing consistent with previous practice.

3.5 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.6 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 4 **ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY**

4.1 Scheduling, Transmission and Delivery. During the Delivery Term, Supplier shall schedule Energy as required by the RTO or other transmission provider and the EDU, and shall arrange for transmission and distribution service to the Participating Customers. Supplier will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Full Requirements Retail Electric Supply hereunder and subject to the understanding that Supplier has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3, 3.4, 5.1 or Article 7 of this Agreement. Supplier does not take responsibility for any delivery of services supplied by the EDU or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to

Participating Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

4.2 Pricing. During the Delivery Period, Supplier shall provide Energy to all Participating Customers at the price set forth on Attachment A. Any bypassable riders approved by the PUCO and not included in the Price to Compare will be billed at their full rate. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the PUCO and not included in the Price to Compare.

4.3 Failure of Delivery. In the event that Supplier fails to schedule all or part of the Full Requirements Retail Electric Supply as set forth herein and Supplier's failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for SSO Service or other Energy supply arrangement necessary to cure such Energy deficiency, Supplier shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to Supplier, an amount determined by multiplying (a) the aggregate deficiency in the Full Requirements Retail Electric Supply by (b) the full replacement cost. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, SUPPLIER'S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENT AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE REMEDY FOR SUPPLIER'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

ARTICLE 5 **BILLING AND PAYMENTS**

5.1 Additional Costs. After the notice of this Aggregation Program is sent to Eligible Customers, in the event that there is a Change in Law (defined below), Participating Customers may receive a notification from Supplier, which shall include a description of one or more of the situations described below as may be applicable. If there is a Change in Law, Supplier may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact Supplier to accept the new terms, the Participating Customer(s) individual terms and conditions with Supplier will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for retail electric service. Alternatively, Supplier may decide to terminate this Agreement pursuant to a Change in Law described above and below, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for retail electric service. Whether Supplier offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating

Customers must still pay all Supplier charges through the date they are returned to their EDU or switched to another CRES provider for service.

Change in Law shall be defined as: (1) any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”), or other service provider, or any change in operating procedure which alters to the detriment of Supplier its costs to perform under this Agreement; or (2) for “Percent off the Price to Compare (“PTC”) rate” products only, the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC.

5.2 Billing. Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDU’s tariff provisions and PUCO rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, Supplier retains the right to assess late payment fees, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement. Supplier reserves the right to convert Participating Customer from Consolidated Billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 6 **DEFAULT AND REMEDIES**

6.1 Event of Default.

6.1.1 A “Community Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) Any representation or warranty made by Community in Article 9 hereunder is false or misleading in any material respect when made;

(ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and Community is diligently working towards such cure; and

6.1.2 A “Supplier Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) any representation or warranty made by Supplier in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Supplier is diligently working towards such cure; and

6.2 Rights and Remedies.

6.2.1 Rights and Remedies for a Community Event of Default. Subject to other provisions of this Agreement, if Community is the defaulting Party hereunder, so long as such Community Event of Default shall have occurred and be continuing, Supplier shall have the right to (i) designate a date (“Early Termination Date”), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Supplier shall have the right to seek the remedies of specific performance of Community’s and Participating Customers’ obligations hereunder and/or injunctive relief to continue to provide Full Requirements Retail Electric Supply hereunder.

In the case of a Community Event of Default, the Parties recognize that damages or other amounts to be received by Supplier hereunder may be inadequate because this Agreement is unique and the actual damages of Supplier may exceed any amounts to be received by Supplier hereunder. Therefore, Community waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to Supplier hereunder are adequate to cover the actual damages of Supplier.

6.2.2 Rights and Remedies for a Supplier Event of Default. Subject to other provisions of this Agreement, if Supplier is the defaulting Party hereunder, so long as such Supplier Event of Default shall have occurred and be continuing, Community shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Community shall have the right to seek the remedies of specific performance and/or injunctive relief, *inter alia*, to ensure the continuations of Full Requirements Retail Electric Supply hereunder or to ensure the payment of grants required by this Agreement.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of Supplier to deliver Full Requirements Retail Electric Supply. As long as Supplier is supplying Full Requirements Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this

Agreement, Community shall not have the right to terminate this Agreement or suspend performance.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party's failure to perform pursuant to this Agreement.

ARTICLE 7 **FORCE MAJEURE**

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Government Aggregator may not be asserted as a Force Majeure Event by Government Aggregator. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall not constitute a Force Majeure Event unless Supplier has arranged for service on these systems at a level of firmness as required to provide the Full Requirements Retail Electric Supply agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8
LIMITATION OF LIABILITY

8.1 LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 DISCLAIMER. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Supplier. Supplier hereby represents and warrants to Community as of the Effective Date as follows:

(i) Supplier is a company, duly formed, validly existing and in good standing under the laws of the State of Delaware;

(ii) Supplier has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within Supplier's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by Supplier, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Supplier enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) None of the documents or other written information furnished by or on behalf of Supplier to Community or Eligible Customers pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vi) No Bankruptcy is pending against it or to its knowledge threatened against it.

9.2 Representations and Warranties by Community. Community hereby represents and warrants to Supplier as of the Effective Date as follows:

(i) Community is duly authorized as the agent for the Participating Customers, as a duly authorized governmental aggregator;

(ii) Community has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within Community's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by Community of this Agreement nor the consummation by Community of the transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing Community's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(iv) This Agreement has been duly executed and delivered by Community, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Community, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(v) Community is entering into this Agreement with a full understanding of all of the risks disclosed in this Agreement (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vi) None of the documents or other written information furnished by or on behalf of Community to Supplier pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vii) Community has the contractual right to enter into this Agreement, to contract with Supplier to supply Full Requirements Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10 **CONFIDENTIAL INFORMATION**

10.1 Confidential Information. Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall, to the extent permitted by Ohio law, be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify

any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

ARTICLE 11 **MISCELLANEOUS**

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and Attachment A shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

Energy Harbor LLC

City of Medina

For Notices or Inquiries Regarding
this Agreement:

For Notices or Inquiries Regarding
this Agreement:

Director, Government Aggregation
Energy Harbor LLC
168 East Market Street
Akron, Ohio 44308

Phone:

11.2 Entire Agreement. This Agreement, including Attachment A hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of Attachment A hereto, the provisions of Attachment A shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

11.7 Assignment. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, Supplier may, without the consent of Community or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Supplier; or (c)

transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. Upon an assignment pursuant to (b) or (c), Community and the Participating Customers agree that Supplier shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

11.8 Recitals. The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Energy Harbor LLC

City of Medina

Signed: _____

Signed: _____

Printed
Typed Name: _____

Printed
Typed Name: Dennis Hanwell

Title: _____

Title: Mayor

Date: _____

Date: _____

ATTACHMENT A:
**Pricing and Other Conditions
to Retail Generation Service Offer**

Attachment A to Master Agreement

Between

City of Medina, Medina County, Ohio and Energy Harbor LLC

Term:

Beginning with June 2023 meter read dates through June 2026 meter read dates

Pricing:

7.37¢ per kWh

EDU:

Ohio Edison (OE)

Eligible Rate Codes:

Residential, Commercial (below either 700,000 kWh annually or 100 kW peak monthly demand)

Mercantile Accounts: Mercantile Customers (defined below) must “opt-in” to the Aggregation Program by notifying Supplier that they are a Mercantile Customer who seeks to join the Aggregation Program. Supplier will provide pricing and terms to each Mercantile Customer at the time the Mercantile Customer requests to opt-in. The Mercantile Customer can accept or reject the pricing and terms after it has been provided by Supplier, provided however, that if Mercantile Customer rejects the pricing or the terms offered by Supplier, the Mercantile Customer shall not be eligible to join or participate in the Aggregation Program. “Mercantile Customer” as used herein shall meet the definition of “Mercantile customer” set forth in R.C. 4928.01(19) or any successor definition codified in the Ohio Revised Code.

Termination Fee:

None

Administrative Services:

- Design, print and mail the Opt-out letter to all Eligible Customers including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls, in a timely and agreed upon fashion.
- File the required information for PUCO reports on behalf of the Community.
- Conduct supplemental opt-out mailings on a periodic basis.

ORDINANCE NO. 212-22

AN ORDINANCE AMENDING SECTION 31.05 AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE RECREATION CENTER, AND ACCEPTING THE JOB DESCRIPTION OF FACILITY SUPERVISOR, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Recreation Center:

RECREATION CENTER

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Recreation Center Director	Pay Grade 112 (annual salary paid bi-weekly)
1	Recreation Center Superintendent	15 A-F
1	Recreation Center Aquatics Manager	11 A-F
1	Recreation Center Program Manager	11 A-F
1	Recreation Center Office Administrator	10 A-F
1	Recreation Center Financial Assistant	9 A-F
1	Recreation Center Program Specialist	7 A-F
1	Recreation Center Facility Supervisor	8 A-F
	Part-time Employees*	Section 31.02(E)

* That the Recreation Center Director is responsible for notifying the Finance Director in writing when an employee is eligible to advance to the next pay step. The Finance Department shall process the pay increase to be effective the second pay period after proper notification.
(Ord. 23-06, 171-10, 207-10, 134-11, 54-18, 1-20, 13-20, 205-20, 159-21)

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Recreation Center:

RECREATION CENTER

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Recreation Center Director	Pay Grade 112 (annual salary paid bi-weekly)
1	Recreation Center Superintendent	15 A-F
1	Recreation Center Aquatics Manager	11 A-F
1	Recreation Center Program Manager	11 A-F
1	Recreation Center Office Administrator	10 A-F
1	Recreation Center Financial Assistant	9 A-F
1	Recreation Center Program Specialist	7 A-F 6 A-F

* That the Recreation Center Director is responsible for notifying the Finance Director in writing when an employee is eligible to advance to the next pay step. The Finance Department shall process the pay increase to be effective the second pay period after proper notification.
(Ord. 23-06, 171-10, 207-10, 134-11, 54-18, 1-20, 13-20, 205-20, 159-21, **212-22**)

SEC. 2: That Section 31.07 of the Salary and Benefits Code is hereby amended by accepting the amended job description of Facility Supervisor, subject to the Law Director's final approval.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**THE CITY OF MEDINA
JOB DESCRIPTION**

ORD 212-22

TITLE: Facility Supervisor
REPORTS TO: Recreation Center Director
DEPARTMENT/DIVISION: Recreation
CIVIL SERVICES STATUS: Classified
JOB STATUS: Full-time
EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: As part of an evolving, fast-paced organization, the individual in this classification will be responsible for a multitude of tasks within the Medina Community Recreation Center (MCRC). This individual is primarily responsible for the overall supervision of the specific facility area, personnel and daily operations during various facility hours. The individual in this position is under the general supervision of the Recreation Center Director.

ESSENTIAL JOB FUNCTIONS:

Manages part-time facility staffing including hiring, training, scheduling and supervising of employees in the Fitness Room, Facility Attendants, Facility Monitors **and programming staff as needed.**

Assists in planning, directing and coordinating MCRC programming for participants of all ages and interests.

Oversees specific program operations, including but not limited to planning, space arrangement, enrollment, problem solving, facility management and program evaluation.

Conducts part-time staff meetings, as required, to provide appropriate training and development.

Maintains proper operation of Fitness Room equipment including cleaning and maintenance.

~~Reviews facility rental requests including appropriate facility use and staffing coverage.~~

Oversees the facility set-up required for MCRC sponsored rentals, programs and special events and assists with staffing and coordination.

Coordinates all part-time and full-time staffing certifications in Cardiopulmonary Resuscitation/AED and First Aid, excluding lifeguard certifications.

Researches new equipment purchases for facility and maintains facility equipment inventory.

Maintains Emergency Action Plan and Procedures and Facility Area Staff Manuals.

Assists Center Director with developing and maintaining standard operating procedures policy and operational manual and employee handbook.

Interprets and enforces City and Department policies, procedures, rules and regulations.

Reports details of day-to-day operations of MCRC to Center Director on a regular basis.

Oversees daily operations of the vending facilities.

Maintains regular and consistent attendance.

Prepares monthly reports and statistics regarding facility usage and participant counts.

Assists Center Director in preparing facility budget and bi-weekly staffing payroll.

Assists Center Director in coordinating custodial and maintenance responsibilities and concerns with the Medina City School staff.

Oversees patron safety, security, and disciplinary issues.

Serves as full-time Manager on Duty as assigned.

Serves as the person in charge in the absence of the Center Director.

Attends seminars, conferences and workshops to gain knowledge to further upgrade Department programs and day-to-day operations.

Attends Recreation Board meetings, when required.

Assists fellow employees as required and works closely with fellow staff members and community in carrying out department goals.

Able to perform the physical demands that include but are not limited to having the strength and endurance to walk during long periods of time, along with the ability to spend time standing, bending, stooping, crawling, squatting, lifting, kneeling, reaching throughout the day.

EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's Degree in Sports Management, Public Leisure or Recreation preferred.

Increasing responsibility in professional recreation including work in a private, public or military recreation delivery system. Advanced degree may be applied toward experience requirement.

License:

Valid driver's license issued by the State of Ohio and must remain insurable under the City of Medina's vehicle insurance plan.

Certification:

Cardiopulmonary Resuscitation/ AED
First Aid

QUALIFICATIONS:

Knowledge of:

- Comprehensive recreation programs; and
- Principles of public recreation and its application at a local level.
- Computers, programs and membership software, including but not limited to Microsoft Office, Excel, and Word.

Skilled in:

- Overseeing various Department functions such as program development, marketing and budgeting; and
- Customer service.

Ability to:

- Supervise part-time employees;
- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Read and write reports, correspondence and instructions;
- Operate motor vehicles safely;
- Understand and follow complex oral and written instructions;
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers; and
- Provide administrative and professional leadership and direction to Department personnel.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend part of each working day in the office and throughout the Recreation Center and City of Medina’s Parks. The position includes a high incidence of interaction with fellow employees and patrons.

WORKING CONDITIONS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

ORDINANCE NO. 213-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL WITH FANNING AND HOWEY FOR PROFESSIONAL DESIGN SERVICES FOR THE EXPANSION OF THE FITNESS ROOM AT THE MEDINA COMMUNITY RECREATION CENTER, AND REPEALING ORDINANCE NO. 47-19, PASSED MARCH 25, 2019.

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

- SEC. 1:** That the Mayor is hereby authorized to execute a Proposal with Fanning and Howey for Professional Design Services for the expansion of the Fitness Room at the Medina Community Recreation Center.
- SEC. 2:** That a copy of the Proposal is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That Ordinance 47-19, passed March 25, 2019 is hereby repealed.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

October 31, 2022

Christy Moats
Recreation Center Superintendent
Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio

Re: Recreation Center Expansion
Medina Community Recreation Center
Medina High School
Medina, OH

Dear Ms. Moats:

Fanning Howey is pleased to submit a Proposal for Professional Services for Design for the expansion of the existing Medina Community Recreation Center located within the Medina High School Facility. The Project consists of a building addition of approximately 1,800 SF with a construction budget of \$700,000 and an additional Owner's reserve contingency of \$70,000. The work is expected to be bid as a single prime contract and will require the use of prevailing wages as a provision of the grant funding program.

The Project Schedule will be developed, but is assumed to begin construction in the Spring of 2023 with all work completed by the Fall of 2023.

The Scope of Basic Services would include preparing Design and Construction Documents in a single phase, submitting Construction Documents for plan approval, Refer to the attached Responsibility Matrix (Non-CM) Exhibit for further breakdown and description of services.

Design services will be based upon use of existing building documents to determine existing layout and site conditions. Foundation conditions will be based upon assumed geotechnical soil conditions and bearing pressures (unless the Owner provides a Geotechnical Subsurface Investigation report).

Excluded from the proposed Architect/Engineer (A/E) services are topographical or boundary surveys, geotechnical or environmental design and testing services, third party Bid Document printing, or Project bidding website setup costs (assumed electronic bidding process), special construction inspections and testing requirements as required by the Ohio Building Code (OBC), permit costs, Loose Furnishings and Equipment Design as well as Technology Design services, and Construction Administration services. A detailed Construction Cost Estimate may be provided as an additional service and reimbursable cost.

Fanning Howey understands the City will provide a copy of the previously performed Land Survey and Geotechnical Investigation Report for reference and use in designing the proposed addition.

Proposal for Professional Services
Medina Community Recreation Center
Medina High School
Medina, OH
October 31, 2022
Page 2



Fanning Howey also understands the City will perform all necessary services to advertise for bidding, release documents for bidding, and receive, review and award bids.

Fanning Howey proposes to provide the above design services for a lump sum fee of Forty Eight Thousand Dollars and no cents (\$48,000.00). Invoices would be submitted monthly as services are provided.

If the provisions of this proposal are agreeable, please sign the acceptance form below and return by email to our office. A formal AIA Services Agreement would be prepared for execution between the City of Medina and Fanning Howey for the services outlined herein.

Sincerely,
FANNING HOWEY

Michael Myers, CPTED
Project Manager

msm/maa

attachment: Design & Bidding/Award Responsibility Matrix (Non-CM)

CITY OF MEDINA ACCEPTANCE

Accepted by: _____
Signature

Name and Title _____

Date: _____

RESPONSIBILITY MATRIX
Non-CM Version

This Matrix highlights and summarizes some of the responsibilities of the Owner and the Architect as denoted in the Owner Architect Agreement. This Matrix is not comprehensive, and not intended to supersede the Owner-Architect Agreement. If there is a discrepancy between this Exhibit and the Owner-Architect Agreement, the Agreement shall prevail.

DESIGN AND DOCUMENT PHASES

Activity	Owner	Architect
Design Schedule	Review and Approve	Develop and Present
Building Program	Develop and Approve	Consult and Assist
Project Budget	Develop and Update	Review and Comment (<i>Additional Service</i>)
Construction Estimates	Review and Approve	Develop and Present (<i>Additional Service</i>)
Value Engineering	Review and Approve	Develop and Present
Environmental Design Alternatives	Review and Approve	Develop and Present
Design Phase Approvals	Review and Approve	Develop and Present
Land Surveys	Furnish and pay for	Excluded
Geotechnical Services	Furnish and pay for	Excluded
Environmental Testing (if necessary)	Furnish and pay for	Excluded
Design Review Meetings	Attend	Present and prepare minutes
Technical Specifications	Review and Approve	Develop and Present
Bidding Alternates	Review and Approve	Develop and Present
Authorization to Bid	Approve	None

BIDDING AND AWARD PHASE

Activity	Owner	Architect
Builders Risk Insurance	Obtain and pay for	None
Insurance required of the Contractor	Identify requirements	None
Temporary Utilities	Review and Approve	Develop and Present
General Conditions for Construction	Review and Approve	Develop and Present
Instructions to Bidders	Assist, Review, and Approve	Prepare
Bidding Forms	Review and Approve	Develop and Present
Form of the Contract for Construction	Prepare	Consult and Assist
Bond Forms	Prepare	Consult and Assist
Affidavits	Prepare	Consult and Assist
Advertisement for Bids	Arrange for publication and pay for	None
Document Printing and Distribution	Pay for	None
Pre-Bid Meeting	Attend	Schedule and Conduct, if necessary
Addenda	Review and Approve	Prepare and Distribute
Receive Bids	Receive and time stamp	None
Bid Opening(s)	Conduct, open, and read	None
Post Bid Interviews	Attend	Consult and Assist
Recommendation to Award	Review and Approve	None
Owner-Contractor Agreement	Authorize and execute	None
Notice to Proceed	Authorize and execute	Develop and Present
State Approvals	Authorize, execute, and pay for	Develop and Present
Other Permits (if necessary)	Authorize, execute, and pay for	Determine need and Advise
Building Permits	Paid by the Owner	Assist if requested

ORDINANCE NO. 214-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT TO PROVIDE STORM WATER RUNOFF TESTING SERVICES ON BEHALF OF THE CITY OF MEDINA FOR THE CITY'S NPDES PERMIT.

WHEREAS: Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five-year permit cycle as a "MS-4 Phase II" jurisdiction. Medina City is such a jurisdiction, whose permit began April 1, 2009. The City of Medina's Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan; and

WHEREAS: An agreement is required by the permit for performance of items conducted on behalf of the permit holder by an appropriate assisting entity, in this case the Medina County Combined General Health District, to provide storm water runoff testing services on behalf of the City.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute an Agreement with the Medina County Combined General Health District to provide storm water runoff testing services on behalf of the City.

SEC. 2: That the cost of this service is estimated to be \$5,300.00 annually and is available in Account No. 108-0668-54411.

SEC. 3: That a copy of the Agreement is marked Exhibit A attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**AGREEMENT BETWEEN
THE MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT
AND
THE CITY OF MEDINA, OHIO**

ORD. 214-22
EX. A

THIS AGREEMENT, made this ____ day of _____, 20____ (Effective Date”), by and between the Medina County Combined General Health District (hereinafter “MCHD”) and the City of Medina Ohio (hereinafter “City”) for the provision by MCHD for services to perform sampling of storm sewers located within the City and provide other services in order to facilitate the city’s compliance with its Ohio EPA NPDES Permit for Storm Water management.

A. DUTIES AND RESPONSIBILITIES

By this Agreement, and upon request from the City, MCHD will test selected locations within the City’s storm sewer system for fecal coliform bacteria beginning in 2023. The City’s Engineer will provide a list of outfalls where sampling is warranted, as determined by their prior inspection, and in accordance with the following:

- (1) MCHD will sample outfall locations during a dry weather period (minimum 72 hours no rain event) over the contract reporting period.
- (2) MCHD will provide the sample results to the City Engineer to be included in the City’s Storm Water Annual Report to the Ohio EPA.
- (3) The CITY will provide aid in opening storm sewer manholes where and when needed for the purpose of sample collections.

B. TERM

The term of this Agreement shall be on the Effective Date stated above and shall end on December 31, 2027. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement are unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and to seek resolution. If this Agreement is canceled by the parties prior to completion, MCHD, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay MCHD for the work completed as certified in this statement, subject to the provisions of this Agreement.

C. COMPENSATION

The City shall pay the MCHD for its sampling services an amount of one hundred twenty-five dollars (\$125.00) per sample. The City shall pay MCHD an amount of one hundred twenty-five dollars (\$125.00) for each outfall the City has requested a sample, but MCHD was unable to obtain a sample due to no flow at the time of its visit to the outfall. Upon request from the City, the City shall pay MCHD an amount of one hundred twenty-five dollars (\$125.00) per hour for the time spent by MCHD assisting with the investigation and/or resolution of confirmed illicit discharges.

D. PAYMENT

MCHD shall submit an invoice to the City for the payments due hereunder.

E. INDEPENDENT CONTRACTORS

MCHD is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. MCHD shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law.

IN WITNESS WHEREOF, authorized representatives of the parties to this contract, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

- 1. _____
- 2. _____

**MEDINA COUNTY COMBINED
GENERAL HEALTH DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

- 1. _____
- 2. _____

CITY OF MEDINA, OHIO

By: _____

Print Name: _____

Title: _____

Date: _____

ORDINANCE NO. 215-22

AN ORDINANCE AMENDING SECTION 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE PAY GRADE OF THE PARKS DIRECTOR/SUPERINTENDENT OF PARKS, CEMETERY & FORESTRY POSITION, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads, in part, as follows pertaining to the Parks Director/Superintendent of Parks, Cemetery & Forestry position in the Parks and Recreation Department:

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Parks Director/Superintendent of Parks, Cemetery & Forestry	Pay Grade 112

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20, 98-21, 111-22)

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows pertaining to the Parks Director/Superintendent of Parks, Cemetery & Forestry position in the Parks and Recreation Department:

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Parks Director/Superintendent of Parks, Cemetery & Forestry	Pay Grade 112 114

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20, 98-21, 111-22, **215-22**)

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to increase as soon as possible for the outstanding job he is doing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 216-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR HEALTH CARE INSURANCE FOR THE EMPLOYEES OF THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract and sign the necessary forms with Medical Mutual of Ohio to provide health care insurance for the employees of the City of Medina, Ohio for the year 2023.

SEC. 2: That a copy of the renewal Contract is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason in order to sign the necessary paperwork and documentation for the January 1, 2023 implementation; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 216-22
Exh. A



MEDICAL MUTUAL

Prepared For:

CITY OF MEDINA (GAC)

Effective Date: 1/1/2023

End Date: 12/31/2023

County: Medina

State: Ohio

Quote ID: 0104705-03

Thursday, November 10, 2022

1:25 PM



MEDICAL MUTUAL®

As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

The SBC(s) applicable to your current plan(s) will be available on EmployerLink or from your sales representative or broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan or policy year.

Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment period.



MEDICAL MUTUAL®
Renewal Form

To comply with various new components of healthcare reform, Medical Mutual needs to gather the following information in order to correctly process your group's renewal. Please review the definitions section before completing the form.

Please complete the following information for the renewing group policy:

Group Information

Group Name: CITY OF MEDINA (GAC)

Group Number: # 778236

Group Certification

1. Total number of people employed by your company (exclude COBRA/retirees):
 - a. 164 # of full-time
 - b. 208 # of part-time
 - c. 0 # of FTEs (full-time equivalent employees)
2. Total number of covered persons:
 - a. 2 # electing COBRA
 - b. 0 # who are retired
3. Minimum work hours per week:
 - a. 164 # of employees working 25 or more hours per week
 - b. 40 # of hours an employee must work to be eligible for coverage under this renewing group policy
 - c. 164 # of employees working the minimum number of hours disclosed in statement 3-b
4. Total number of eligible employees residing outside of Ohio: 0
5. Total number of eligible waivers (ie: employees not applying for coverage): 38
 - Examples of waivers include employees covered:
 - in a spouse's employer sponsored health plan
 - as an active eligible employee or retiree in another health plan sponsored by a second employer
 - covered under a parent's plan
 - covered by Medicare and/or a Medicare Supplement plan
 - in a government-sponsored plan such as: TRICARE, Medicaid or Veteran's Administration (VA) coverage
 - in subsidy-eligible individual coverage
6. Do you offer spousal coverage:
 - a. Yes
 - b. Yes, only if no other coverage is available
 - c. No



MEDICAL MUTUAL®

Renewal Form

Outside Vendor Information

1. Health Savings Account (HSA)
 - A. Not applicable
 - B. _____ Name of administrator
 - C. \$ / % _____ Employer contribution toward single coverage
 - D. \$ / % _____ Employer contribution toward family coverage

2. Health Reimbursement Account (HRA)
 - A. Not applicable
 - B. _____ Name of administrator
 - C. \$ _____ Employer contribution toward single coverage
 - D. \$ _____ Employer contribution toward family coverage
 - E. Who pays first? Employee Employer Other

3. Name of Pharmacy Benefit Manager (PBM): N/A

4. Name of Stop Loss Carrier: N/A

Employer Contribution

1. Employer contribution toward employee coverage: \$ 825.51 or \$767.91
2. Employer contribution toward family/dependent coverage: \$ 2063.82 or \$1919.82
3. Has your company decreased its level of contributions toward health premium by more than 5 percent below the contribution rate on March 23, 2010, for any tier of coverage and any class of similarly situated individuals?
Yes No

Renewal Acceptance

Group Official/Broker/Consultant/Medical Mutual Rep signature: _____

Title: _____

Date: _____

This form must be returned no later than five business days before the effective date of the group's renewal



CITY OF MEDINA (GAC)
 ALL SECTIONS
 INSURED RENEWAL DEVELOPMENT

Effective January 1, 2023, through December 31, 2023

Experience Period: August 1, 2021, through July 31, 2022		Medical	Rx	Medical + Rx Total
Estimated Incurred Claims		\$2,489,761	\$716,518	
+ Pooling Adjustment*	\$130,000	(\$588,660)	(\$20,814)	
+ Claims to Annualize		\$0	\$0	
+ Benefit/Enrollment Changes		\$8,935	\$0	
+ Credibility & Risk Adjustments		\$52,109	(\$38,131)	
*Applicable Trend		1.1475	1.1995	
	# months	17	17	
	Annual	10.20%	13.70%	
= Projected Incurred Claims		\$2,251,561	\$788,759	\$3,040,320
+ Administration & Commission				\$157,767
+ Premium Tax				\$0
+ Mandated Fees				\$972
= Renewal Premium				\$3,199,059
Revised Renewal Premium				\$2,999,235
Premium at Current Rates				\$2,751,592
Change in Premium				16.26%
Revised Changed in Premium				9.00%
Non Experience Rated Premium				
Based on Average Enrollment of:				
Single				39
Family				89

* Pooling applies only to the Medical and Rx lines of business.



CITY OF MEDINA (GAC)

Rates Effective: 01/01/2023 through 12/31/2023

778236

BENEFIT HIGHLIGHTS	
Network Medical Deductible - Single / Family	\$500 / \$1,000
Network Coinsurance	80%
Maximum Out of Pocket - Single / Family	\$1,000 / \$2,000
Plan Includes H.S.A.	No
Rx retail copy - Generic/Formulary/Non-Formulary/Specialty	\$15 / \$30 / \$50
Other Description	

Line of Business	CMM 1 & DRUG 1
Network	SM Plus

	Enrollment	Current Rates	Renewal Rates
Fully Insured Renewal Rates			
Single	39	\$880.64	\$959.89
Family	89	\$2,201.63	\$2,399.78

	Minimum Rates	Maximum Rates	Blended Rates
Contingent Premium Rates			
Single	\$911.00	\$959.89	\$959.89
Family	\$2,279.79	\$2,399.78	\$2,399.78

Rate Acceptance		
Group Official Initial: <i>Please initial in box under the option selected</i> →	<input type="text"/>	
Group Official Signature: _____	Title: _____	Date: _____
- Rates and terms shown above are subject to the disclaimers and contingencies shown on Disclaimers page. - This document shows only a partial listing of in-network benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of benefits and covered services.		



CITY OF MEDINA (GAC)
ALL SECTIONS
DISCLAIMERS AND NOTES

Effective January 1, 2023, through December 31, 2023

- 1 - Rates include broker commission of \$11.00 PEPM based on Medical LOB only.
- 2 - All rates are subject to the terms and conditions specified in the Group Contract.
- 3 - Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 4 - In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 5 - Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 6 - As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 7 Rates include an adjustment for enhanced coverage of Gender Affirming Surgery, Applied Behavioral Analysis and Autism Spectrum Disorder.
- 8 - Covered employees will automatically have access to Medical Mutual's Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee.
- 9 - This offer includes Wellness Funds in the amount of \$3,000. Wellness Funds must be spent during this contract period and do not carry-over to subsequent contract periods. Medical Mutual reserves the right to adjust the Wellness Fund if the Group's monthly medical enrollment declines by ten percent (10%) or more from the expected medical monthly enrollment of 127 contracts. Any adjustment to the Wellness Fund will be effective as of the date of the change in medical enrollment, however, Medical Mutual will not retroactively take back Wellness Funds already spent as of the change in medical enrollment date. Refer to the contract for more specifics regarding the Wellness Fund.
- 10 If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.
- 11 This proposal includes a Contingent Premium arrangement. Any Contingent Premium settlement due will be applied to a monthly premium invoice in the contract period beginning 1/1/2024, provided the group renews for such time period.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	



CITY OF MEDINA (GAC)
ALL SECTIONS
LEGISLATIVE UPDATES

Effective January 1, 2023, through December 31, 2023

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.
- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	

Medical Mutual of Ohio
Illustration of Contingent Premium Funding Arrangement



A Contingent Premium arrangement is a fully insured funding arrangement that sets Discounted Premium and Contingent Premium rates in addition to the typical Fully Insured Premium rates. The usual Fully Insured premium rates are paid to Medical Mutual during the contract year. A settlement is performed after the Contract Period is over to reconcile the final premium amount. The final premium that the group is responsible for is based on actual claims incurred plus retention charges.

The Discounted Premium and Contingent Premium amounts act as lower and upper limits of the group liability. The settlement is based on the observed claims plus retention compared to the premium paid by the group during the contract period. The Discounted and Contingent Premium rates are expressed as a percentage of the Fully Insured rates.

Below are definitions relevant to the Contingent Premium arrangement:

DEFINITIONS:

Discounted Premium: The minimum amount for which the Group may be liable at Annual Settlement. The Discounted Premium will be determined by multiplying the number of months in the contract period by the number of contract-types in effect for each of those months times the Discounted Premium rates.

Contingent Premium: The maximum amount for which the Group may be liable at Annual Settlement. The Contingent Premium will be determined by multiplying the number of months in the Contract Period by the number of contract-types in effect for each of those months times the Contingent Premium rates.

Fully Insured Premium: 100% of the premium for which the Group would be liable under a conventional Fully Insured program. The Fully Insured premium amounts are intended to fund the Group's Incurred Claims, including reserve requirements for Incurred Claims not reported until after the end of the Contract Period, administrative fees and other insurance expenses. The Discounted and Contingent Premium rate(s) are minimum and maximum percentages of the Fully Insured Premium.

Billing Premium: The rates for which the Group will be billed each month during the Contract Period.

Incurred Claim: A claim for Covered Services, as defined in the applicable Certificate(s), that has beginning service dates on or after the effective date of the Contract and prior to termination of the Contract. For purposes of this Contingent Premium arrangement, Incurred Claims may also include Medical Mutual's best estimate of Incurred Claims not reported until after the end of the Contract Period.

Retention: Administrative expenses, including premium tax and commission, if applicable. Retention for the Contract Period is shown on Exhibit A.

Medical Mutual of Ohio
 Illustration of Contingent Premium Funding Arrangement
 (continued)



ANNUAL SETTLEMENT:

If the Billing Premium paid for the Contract Period is greater than the Group's Incurred Claims and retention, a refund will be made to the Group for the difference only to the level of the Discounted Premium amount.

If the Billing Premium paid for the Contract Period is less than the Group's Incurred Claims and retention the Group will be liable for the excess up to the Contingent Premium amount. The Group will be invoiced for any amount due.

	<u>Medical</u>	<u>Drug</u>	<u>Total</u>
Sample Settlement:			
(1) Incurred 1/1/2023 - 12/31/2023, Paid thru 03/31/2024	\$1,325,000	\$350,000	
(2) Estimated runout claims	\$132,500	\$14,000	
(3) Incurred Claims	\$1,457,500	\$364,000	
(4) Retention, Commission, Tax	\$595,000	\$77,250	
(5) Incurred Claims & Retention	\$2,052,500	\$441,250	\$2,493,750
(6) Billed Premium (100%)			\$2,800,000
(7) Discounted Premium (95%)			\$2,660,000
(8) Contingent Premium (100%)			\$2,800,000
Total Amount Due The Group			\$140,000
If (5) < (6) but > (7), then (6) - (5)			
If (5) < (6) and < (7), then (6) - (7)			
If (5) > (6), then \$0			

Medical Mutual of Ohio
Illustration of Contingent Premium Funding Arrangement
(continued)



This proposal includes a Contingent Premium arrangement. Any Contingent Premium settlement due will be applied to a monthly premium invoice in the contract period beginning 1/1/2024, provided the group renews for such time period.

This arrangement does not include and does not apply to fees, taxes or other charges imposed on Medical Mutual by state or federal government laws, statutes or regulations. To the extent permitted by law, Medical Mutual will include such charges in the fees (premium) charged to the Group or may include them as separate line item on the Group's invoice.

Based on current guidance about Healthcare Reform, the following federally mandated fees are in effect:

- Patient Centered Outcomes Research Institute Fee

To the extent permitted by law, we reserve the right to adjust the Group's premium during the contract period and/or add these fees as a line item in the Group's invoice to fully disclose the new costs and to comply as necessary.

ORDINANCE NO. 217-22

AN ORDINANCE AMENDING SECTIONS 31.02(B)(13) AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE CLERK OF COUNCIL AND DEPUTY CLERK POSITIONS IN THE CITY COUNCIL OFFICE.

WHEREAS: Section 31.02 (B) (13) of the Salaries and Benefits Code pertaining to the Council Office presently reads as follows:

(13) COUNCIL OFFICE		
		<u>Hourly Rate</u>
1	Deputy Clerk of Council/ Legislative Assistant	Pay Grade 14F

(Ord. 2-04, 17-10, 206-10, 134-11)

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the City Council Office presently reads as follows:

CITY COUNCIL

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	President of Council	Sec. 31.01
6	Council members	Sec. 31.01
1	Clerk of Council/Certified Clerk of Council	Pay Grade 103/104 (annual salary paid bi-weekly)
1	Deputy Clerk of Council/Legislative Assistant (part-time)	Pay Grade 14F

Ord. 2-04, 17-10, 22-10, 170-10, 206-10, 134-11, 21-15

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

SEC. 1: That Section 31.02 (B) (13) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows relative to the Council Office:

(13) COUNCIL OFFICE		
		<u>Hourly Rate</u>
1	Deputy Clerk of Council/ Legislative Assistant	Pay Grade 14F
1	Clerk of Council/Legislative Asst.	Pay Grade 15A
1	Deputy Clerk of Council	Pay Grade 7A

(Ord. 2-04, 17-10, 206-10, 134-11, **217-22**)

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows relative to the City Council Office:

CITY COUNCIL

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	President of Council	Sec. 31.01
6	Council members	Sec. 31.01
1	Clerk of Council/Certified Clerk of Council	Pay Grade 103/104 (annual salary paid bi-weekly)
1	Deputy Clerk of Council/Legislative Assistant (part-time)	Pay Grade 14F 15A

Ord. 2-04, 17-10, 22-10, 170-10, 206-10, 134-11, 21-15, **217-22**)

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 218-22

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
109-0659-56615	95,950.00 *
110-0314-56615	35,000.00 *
110-0315-56615	71,000.00 *
147-0659-56615	150,000.00 *
380-0688-56615	477,979.00 *
390-0645-56615	3,251,180.00 *
001-0707-56615	3,180,680.00 *
902-0355-52215	60.00 *
138-0460-52215	19,280.00

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

<u>Account No./Line Item</u>	<u>Reductions</u>
138-0460-50111	19,280.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 219-22

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

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

SEC. 1: That the Finance Director is hereby authorized to repay the following advance:

- \$3,251,180.00 from the Downtown Redevelopment TIF Fund (#390) to the General Fund (#001) – To repay the advances authorized in 2021.

SEC. 2: That the Finance Director is hereby authorized to make the following advance:

- \$3,180,680.00 from the General Fund (#001) to the Downtown Redevelopment TIF Fund – Needed to cover expenditures until the City receives reimbursement from the TIF district.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 220-22

A RESOLUTION EXPRESSING THE INTENT TO SELL MUNICIPALLY OWNED PERSONAL PROPERTY WHICH IS NO LONGER NEEDED FOR PUBLIC USE, OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION DURING THE CALENDAR YEAR 2023.

WHEREAS: Section 135.01 of the codified ordinances of the City of Medina, Ohio provides for the sale or disposition of personal property of the City of Medina no longer needed for municipal purpose, obsolete or unfit for the use for which it was acquired; and

WHEREAS: Section 135.01(d) of the codified ordinances of the City of Medina, Ohio authorizes the sale by internet auction.

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

SEC. 1: That this Council hereby expresses its intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2023.

SEC. 2: That the sales shall be conducted in accordance with Section 135.01 of the codified ordinances of the City of Medina by the Mayor or his designee under the following terms and conditions:

- a. Internet markets, including but not limited to GovDeals.com may be utilized. Fees for this service shall be negotiated.
- b. The minimum number of days for bidding shall be no less than fifteen days including Saturdays, Sundays and legal holidays.
- c. The Mayor or his designee may conduct the auction directly or may negotiate with a representative to conduct the auction.
- d. The Board of Control may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax.
- e. The Mayor is authorized to sign any documents necessary to establish the procedure if a representative is used or to complete the transaction.

SEC. 3: That upon adoption of this legislation, the Clerk of Council shall publish in a newspaper of general circulation, notice of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. Notice shall include a summary of this legislation and shall be published twice. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice.

SEC. 4: That a similar notice shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council and at www.medinaoh.org.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor