

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

December 11, 2017
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (November 27, 2017)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayoral Proclamation – 50th Anniversary of Community Design Committee

Notices, communications and petitions.

Council Presentation to Judge Dale H. Chase on His Retirement

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Res. 176-17

A Resolution congratulating Michael Ross on attaining the rank of Eagle Scout.

Ord. 177-17

An Ordinance to make appropriations for current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2018.

Res. 178-17

A Resolution adopting a Five-Year Budget for the City of Medina, Ohio for the period beginning January 1, 2018 through December 31, 2022.

Ord. 179-17

An Ordinance authorizing the purchase of three (3) 2018 Ford K8A All Wheel Drive Police Interceptors and one (1) 2017 Ford Fusion from Lebanon Ford for the Police Department and Detective Bureau.
(emergency clause requested)

Ord. 180-17

An Ordinance authorizing the expenditure of not to exceed \$30,000.00 to Hall Public Safety Co. for the up-fitting of three (3) Police Interceptors for the Police Department.

Res. 181-17

A Resolution authorizing the Mayor to enter into Agreements with the Medina County Commissioners and the Medina County Public Defender Commission so as to provide legal counsel to indigent persons charged with a violation of the City's ordinances.

(emergency clause requested)

Ord. 182-17

An Ordinance amending Section 31.02(E) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Salary Schedule for part-time employees of the Medina Community Recreation Center affected by the Ohio Minimum Wage Increase.

(emergency clause requested)

Ord. 183-17

An Ordinance authorizing an expenditure not to exceed \$66,500.00 to Epic Aviation LLC for the purchase of Jet-A-Fuel at the Medina Municipal Airport.

Ord. 184-17

An Ordinance amending Sections 943.04(K) and 943.11, Schedule of Charges and Fees of the Codified Ordinances of the City of Medina, Ohio relative to Interments of Municipal Cemeteries.

Ord. 185-17

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with EMH&T to conduct environmental services for the Champion Creek Multi-Purpose Path.

Ord. 186-17

An Ordinance authorizing the Mayor to enter into Modification #1 to the Engineering Services Agreement with DLZ-Ohio, Inc. for engineering and design services for the South Elmwood Bridge Replacement Project.

Ord. 187-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget)

Ord. 188-17

An Ordinance authorizing the Mayor to enter into a contract with Medical Mutual of Ohio for Dental and Life Insurance Benefits for the employees of the City of Medina.

(emergency clause requested)

Ord. 189-17

An Ordinance authorizing the Finance Director to make certain fund advances.

Ord. 190-17

An Ordinance authorizing the Mayor to enter into a Master Services Agreement with the Medina Port Authority for Fiber Transport Services.
(emergency clause requested)

Ord. 191-17

An Ordinance authorizing the Finance Director to make certain fund advances.

Council comments.

Adjournment.



MEDINA CITY COUNCIL
Monday, November 27, 2017

Opening:

Medina City Council met in regular, open session on Monday, November 27th. The meeting was called to order at 7:30 p.m. by President of Council John Coyne. Boy Scouts Troop #3507 led the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Patrick Patton, Kimberly Marshall, Mike Wright, Fire Chief Painter, Police Chief Kinney, Jonathan Mendel, and Dan Gladish.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, October 23, 2017 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to tonight's Council meeting and will meet again for the last time this year in two weeks.

Health, Safety & Sanitation Committee: Mr. Kolesar had no report. He added they talked about purchasing some new police cruisers and a detective car during Finance Committee tonight.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report. Possible meeting in January.

Streets & Sidewalks Committee: Mr. Simpson had no report. Possible meeting in January prior to the first Finance meeting.

Water & Utilities Committee: Mr. Hilberg had no report.

Emerging Technologies Committee: Mr. Rose had no report. Next meeting is scheduled for December 5th at 5 p.m.

Requests for Council Action:

Finance Committee

- 17-207-11/27 – Budget Amendments
- 17-208-11/27 – Guilford Blvd. Bridge Property Acquisition
- 17-209-11/27 – Purchase 3 Police SUV's and 1 Fusion from Lebanon Ford
- 17-210-11/27 – Expenditure – Hall Public Safety Co. (Up-fit for Police Explorers)
- 17-211-11/27 – Renew Public Defender Contract
- 17-212-11/27 – Approve Partner Marketing Sponsors – MCRC

- 17-213-11/27 – Amend 31.02 (E) – MCRC Part-Time Pay Scale
- 17-214-11/27 – Rezone 124 & 126 Harding Street – R-3 to C-3
- 17-215-11/27 – Expenditure – Jet-A Fuel – Medina Airport
- 17-216-11/27 – Amend Code 943.04 (k) – Interments
- 17-217-11/27 – Environmental Engr. Services – Champion Creek Multi-Purpose Path
- 17-218-11/27 – Modification #1 to Agreement w/DLZ – S. Elmwood Bridge Replacement

Streets & Sidewalks Committee

- 17-219-11/27 – Sidewalk Installations – Various Locations (Kolesar)

Special Legislation Committee

- 17-220-11/27 – Amend City Charter to Include Term Limits (Lamb)

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Root Candle sponsored our 33rd Annual Candlelight Walk - Tree and downtown lighting November 17th. All went well and Square was crowded Friday and Sunday. Thanks to each Council member, Keith, Jonathan, and Kimberly for attending as well as Senate Representative Larry Obhof, Rep. Steve Hambley, and County Commissioner Bill Hutson. Our tree lighting crew was Nino Piccoli and his son Vinny, Andre Goe, Jansen Wehrley, Curtis Wellock, Joe Grubis, and John Coyne, IV. Great show of what makes Medina so special!
- 2) Leaf Program - Staff will continue to gather leaves, weather permitting, into and through the month of December. Program has gone much better this year with additional truck/crew and cooperative weather without ice/snow. The sooner residents may get the leaves to the curbs, the better the chances of us getting them collected before adverse weather prohibits us from continuing.
- 3) Medina Hospital/Cleveland Clinic- I was at a meeting at Medina Hospital November 16th and it was announced the hospital is doing a \$4.1 million renovation to the former birthing unit to create a new surgical care unit. The hospital further advised that including this proposed \$4.1 million renovation and other projects ongoing at Medina Hospital, the Cleveland Clinic has invested ~\$105 million in the Medina Hospital and adjacent medical buildings. I share this to alleviate concerns with MH/CC further removing services from our community.

Keith Dirham, Finance Director, stated the city is switching from CCA to RITA effective January 1st, 2018. Between now and the end of the year, please continue to make any appropriate payments to CCA. Final Budgets with the healthcare numbers are distributed and we will be meeting on those soon to finalize that.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Chief, stated on November 2nd, Sergeant Brian Wagner was promoted to the position of Sergeant he is assuming command of the weekend day shift. A position was offered to Omar Vasquez, and he was sworn in and he has started his position in FTO and he will be training for the next 12 weeks. Chief Kinney stated they had no issues or problems during the Candle Light Walk this past weekend. He thanked the Specials Unit, they were out all three days helping direct traffic as well as the Citizens Police Academy Alumni Association members.

Kimberly Marshall, Economic Development Director, had no report.

Jonathon Mendel, Planning Community Director, had no report.

Chief Painter, Fire Department, had no report.

Mike Wright, Recreation Center Director, reminded seniors in the community that they may already be qualified for a free membership and Silver Sneakers programming at the Medina Rec through the Tivity Health Program (formerly known as Healthways). Over 2,000 seniors already registered for this program and there are still a lot more eligible in the County. To see if you are eligible, call the front desk at 330-721-6900 or stop in at the rec and they can assist you. The last Rec Advisory Committee meeting of the year will be Thursday, December 21st, at 7:30 a.m.

Dan Gladish, Building Official, reported the Building Dept. is extremely busy for this time of the year, there are currently under some phase of construction, 12 large commercial and industrial projects. They consist of 8 new buildings and 4 additions to existing buildings, and the construction costs for these projects range from \$1 million up to \$15 million dollars.

Jansen Wehrley, Parks and Recreation Director, absent.

Patrick Patton, City Engineer, stated that ODOT's US 42 project (North Court Street) north of Reagan Parkway is essentially complete, there is some lighting work to be done still.

South of Reagan, they are still installing the storm sewer by Highland and will continue until early January and resume in March to finish the entire southern section.

The Sidewalk Repair Program is nearly complete. Contractor should finish this week. Invoices should be distributed in January.

North Harmony Bridge is expected to open later this week if everything goes as planned.

West Smith Bridge will not open until mid-December.

Mr. Patton stated he will give an update on the South Prospect Street Waterline Project, which he will address during the Ordinance.

Nino Piccoli, Service Director, was absent and had no report.

Confirmation of Mayor's Appointments

Uptown Park Advisory Committee:

Melanie Kasten-Krouse (exp. 12/31/20)
Mike Laribee (exp. 12/31/20)
Roger Smalley (exp. 12/31/20)

Mr. Shields moved to confirm the Mayor's appointments for Uptown Park Advisory Committee, seconded by Mr. Simpson. The roll was called and passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Shade Tree Commission: Dale Weygandt (exp. 12/31/21)

Mr. Shields moved to confirm the Mayor's appointment for Shade Tree Commission, seconded by Mr. Simpson. The roll was called and passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Economic Development Committee: Julie McNab (exp. 12/31/21)

Mr. Shields moved to confirm the Mayor's appointment for the Economic Development Committee, seconded by Mr. Simpson. The roll was called and passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 167-17

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. Mr. Shields moved for the adoption of Ordinance/Resolution No. 167-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 167-17, seconded by Mr. Simpson. Mayor Hanwell stated that due in part to the wellness initiative that the City and Schools both participate in with collaboration with Medina Hospital, as well as an improved claims history, we saw no increase this past year. Medical Mutual came in at greater than 7% less than what we paid in 2016 and 2017, saving the City greater than \$150,000.00, and we respectfully ask Council to approve the move to Medical Mutual. Emergency clause is needed to get plans out to the employees and get insurance cards issued. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 167-17 passed by the yea votes

of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 168-17

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio, relative to the job description for the Building & Properties Custodian position. Mr. Shields moved for the adoption of Ordinance/Resolution No. 168-17, seconded by Mr. Simpson. Mayor Hanwell stated they had a position at City Hall for a Building and Properties Custodian position and that position was eliminated, and the job description went along with it. It was recently determined through Civil Service that there was still a position with the same job description and the same pay rate at the Municipal Court, so we need to reinstate that job description and position.. The roll was called and Ordinance/Resolution No. 168-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 169-17

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Police Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 169-17, seconded by Mr. Simpson. Mayor Hanwell stated all of the department heads appointed by the Mayor are also confirmed by Council with the exception of the Police Chief. With our recent promotion of Chief Kinney, it was determined that it is very important that the Mayor and Council be on the same page for a position of this importance. The roll was called and Ordinance/Resolution No. 169-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 170-17

An Ordinance authorizing the Mayor to solicit Requests for Proposals (RFP's) for Drug Screening and Associated Professional Services for the employees of the City of Medina. Mr. Shields moved for the adoption of Ordinance/Resolution No. 170-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 170-17, seconded by Mr. Simpson. Mayor Hanwell stated that annually we go back out to accept quotes to get the best price for the City for our drug free work place, both training and testing, and we need to do this as quickly as possible because the current contract runs out December 31st. Emergency is needed due to the short time frame. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 170-17 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 171-17

An Ordinance authorizing the expenditure of \$75,000.00 to various vendor/contractors for the emergency transfer of water service laterals on S. Prospect Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 171-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 171-17, seconded by Mr. Simpson. Mr. Patton stated this project consists of the transfer of several water service laterals on South Prospect Street from an old 4 inch waterline to a newer 8 inch waterline. As an update the project was started last Monday. There are a total of 45 customers on S. Prospect and of those 45, thirty-one were on the old 4 inch and need to be transferred over. As of this afternoon 21 of the 31

have already been transferred and there are 10 more to go. We expect the project to be completed later this week. There are only 5 that have galvanized waterlines between our main and their house. Most of them, if not all of them, will be transferring waterlines to copper. Emergency clause is needed so we can get this done as quickly as possible due to discolored water. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 171-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 172-17

An Ordinance authorizing the increase of expenditure to Lake County Sewer Co. to \$55,000 for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 172-17, seconded by Mr. Simpson. Mr. Patton stated the City Street Department and the contractor are working together in an effort to repair numerous storm sewer issues throughout the city. Passing this ordinance will allow the Streets Department to continue that effort with many pipes needing attention. The roll was called and Ordinance/Resolution No. 172-17 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 173-17

An Ordinance authorizing the Mayor to enter into an Agreement with the property owner of MCL #5934 to share the costs to install sidewalk abutting the property on Foundry Street. Mr. Shields moved for the adoption of Ordinance/Resolution No. 173-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 173-17, seconded by Mr. Simpson. We've completed part of the sidewalk down to Bronson with the recent reconstruction project on Foundry and they started to pull together the effort to complete the rest of that which is about 1,300 foot of sidewalk. They came to find out that one of the large property owners in that section is planning to do a project in the relatively near future to develop the property, and it occurred to us that at that time we would require them to install these sidewalks. We met with the property owners and came to an agreement which will allow us to get these sidewalks done as soon as possible, weather permitting, and also save both of us money. They have agreed to share 50% of the cost for the sidewalk along their frontage. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 173-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 174-17

An Ordinance amending Ordinance No. 167-16, passed December 12, 2016. (Amendments to 2017 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 174-17, seconded by Mr. Simpson. Mr. Dirham stated most of these are donations that we have received and in order to spend the money that we received in donations, we have to have it appropriated by the council. The big one is for the court's new case management system and comes from court funds. The roll was called and Ordinance/Resolution No. 174-17 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 175-17

An Ordinance authorizing the Mayor to accept a Contract for Sale and Purchase of Real Property and an Easement Agreement for the Guilford Boulevard Bridge Rehabilitation Project (Parcels #1 WD and #1 CH) Mr. Shields moved for the adoption of Ordinance/Resolution No. 175-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 175-17, seconded by Mr. Simpson. Mr. Patton stated the emergency clause is needed because this is a key part to our getting approval through ODOT for our Guilford Blvd. Bridge Reconstruction, we need to close on this acquisition by the end of this week. Mr. Patton and Mr. Kolesar thanked Mrs. McKee for her cooperation and quick response to us. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 175-17 passed by the yeas votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Council Comments:

Mr. Lamb thanked the Scouts for being here tonight.

The annual Holiday Home Tour sponsored by the Community Design Committee is Sunday, December 3rd. Tickets sales are at Al Root, Miss Molly's, Cool Beans, Boyert's Greenhouse and the Medina County Visitor's Bureau. There are five houses. One of them is a carriage house that was converted to a home sometime about the 1940's.

Mr. Simpson commended the Department Heads who were involved with the success of the past candle light walk.

The Leaf Program is such an asset to our residents, but also it's important to know when you rake those leaves to the curb, please make sure they don't overflow into the street. We need to keep them out of our storm water system.

Mr. Coyne stated the final budget meeting is Tuesday, December 5th at 5:30 p.m.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:07 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

RESOLUTION NO. 176-17

**A RESOLUTION CONGRATULATING MICHAEL
ROSS ON ATTAINING THE RANK OF EAGLE
SCOUT.**

WHEREAS: *Michael Ross* is currently a member of Boy Scout Troop 514,
Great Trail Council; and

WHEREAS: As a result of considerable hard work in the areas of citizenship,
physical fitness, character and leadership development, *Michael
Ross* received his Eagle Scout Award, the highest award attainable
in scouting; and

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

SEC. 1: That the Medina City Council hereby commends *Michael Ross* for
his outstanding contribution to his community and Boy Scout
Troop 514 in attaining the prestigious rank of Eagle Scout.

SEC. 2: That a signed copy of this Resolution shall be presented to
Michael Ross in recognition of his hard work and dedication in
obtaining this award.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 177-17

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF
THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR
ENDING DECEMBER 31, 2018.**

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

SEC. 1: That to provide for the current expenses and other expenditures of the City of Medina, Ohio for the fiscal year ending December 31, 2018, the following appropriations are hereby authorized as follows:

That there is hereby appropriated from the General Fund:

001-0101 – Police Department

52215	Contractual Service	<u>10,000.00</u>
		10,000.00

001-0140 - Street Lighting

52212	Utilities/Communications	172,500.00
53322	Maintenance of Facilities	<u>27,000.00</u>
		199,500.00

001-0210 – Cemetery

50111	Straight Time	94,261.00
50112	Overtime	3,000.00
50114	Holiday Time	1,869.00
50115	Vacation	2,803.00
50116	Sick Time	1,869.00
50117	Longevity	576.00
51121	Employee Retirement	14,613.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	3,132.00
51126	Medicare	1,514.00
51131	Uniform/Clothing Allowance	700.00
52212	Utilities/Communications	13,000.00
52213	Insurance/Taxes	1,500.00
52215	Contractual Services	7,500.00
52226	Professional Services	200.00
52232	Rental of Equipment	400.00
53311	Office Supplies	400.00
53313	Operating Supplies	6,000.00
53314	Gasoline and Oil	6,350.00
53315	Tools & Minor Equipment	2,500.00
53321	Maintenance of Equipment	16,150.00

53322	Maintenance of Facilities	2,500.00
54413	Equipment	6,500.00
54417	Vehicles	<u>7,500.00</u>
		215,893.00

001-0410 - Planning & Zoning

50111	Straight Time	112,013.00
50114	Holiday Time	3,289.00
50115	Vacation Time	4,933.00
50116	Sick Time	3,289.00
50117	Longevity	324.00
50141	Boards & Commissions	800.00
51121	Employee Retirement	17,451.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	3,740.00
51126	Medicare	1,808.00
51131	Uniform Allowance	300.00
52211	Education and Travel	3,300.00
52212	Utilities and Communications	1,600.00
52213	Insurance and Taxes	800.00
52214	Advertising Expense	1,500.00
52215	Contractual Service	16,500.00
52226	Professional Services	3,500.00
53311	Office Supplies	2,000.00
53315	Tools and Minor Equipment	210.00
53321	Maintenance of Equipment	<u>210.00</u>
		198,623.00

001-0420 - Forestry/Shade Tree

50111	Straight Time	73,258.00
50112	Overtime	2,500.00
50114	Holiday Time	2,008.00
50115	Vacation	3,011.00
50116	Sick Time	2,008.00
51121	Employee Retirement	11,590.00
51122	Employee Hospitalization	8,504.00
51123	Workers' Compensation	2,484.00
51126	Medicare	1,201.00
51131	Uniform and Clothing Allowance	700.00
52211	Education/Travel	2,000.00
52212	Utilities/Communications	1,000.00
52213	Insurance/Taxes	1,000.00
52215	Contractual Services	28,000.00
52226	Professional Services	125.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	300.00

53313	Operating Supplies	5,000.00
53314	Gasoline and Oil	8,600.00
53315	Tools & Minor Equipment	3,500.00
53321	Maintenance of Equipment	17,000.00
54411	Land and Improvements	<u>20,000.00</u>
		194,789.00

001-0430 -- Building

50111	Straight Time	227,494.00
50114	Holiday Time	8,917.00
50115	Vacation	13,374.00
50116	Sick Time	8,917.00
50117	Longevity	648.00
51121	Employee Retirement	36,309.00
51122	Employee Hospitalization	63,168.00
51123	Workers' Compensation	7,781.00
51126	Medicare	3,761.00
51131	Clothing Allowance/Uniform	800.00
52211	Education/Travel	8,750.00
52212	Utilities/Communications	8,240.00
52213	Insurance/Taxes	7,725.00
52214	Advertising Expenses	200.00
52215	Contractual Service	6,180.00
52226	Professional Services	6,200.00
53311	Office Supplies	5,700.00
53314	Gasoline & Oil	3,900.00
53315	Tools and Minor Equipment	2,450.00
53321	Maintenance of Equipment	7,000.00
54417	Vehicles	9,130.00
56612	Refunds	<u>750.00</u>
		437,394.00

Building Official's vehicle approved to go home.

001-0510 -- Utility Rate Review Commission

50141	Board & Commissions	1,000.00
51121	Employee Retirement	140.00
51123	Workers' Compensation	30.00
51126	Medicare	<u>15.00</u>
		1,185.00

001-0701 -- Council

50111	Straight Time	119,932.00
50114	Holiday Time	2,209.00
50115	Vacation	3,314.00
50116	Sick Time	2,209.00

50117	Longevity	324.00
51121	Employee Retirement	17,919.00
51122	Employee Hospitalization	4,936.00
51123	Workers' Compensation	3,840.00
51126	Medicare	1,856.00
51129	Miscellaneous Personal	600.00
52211	Education and Travel	3,500.00
52212	Utilities and Communications	2,876.00
52213	Insurance/Taxes	1,537.00
52214	Advertising Expenses	4,000.00
53311	Office Supplies	3,400.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>2,000.00</u>
		175,452.00

001-0702 -- Mayor

50111	Straight Time	115,058.00
50114	Holiday Time	5,114.00
50115	Vacation Time	7,671.00
50116	Sick Time	5,114.00
51121	Employee Retirement	18,614.00
51122	Employee Hospitalization	42,112.00
51123	Workers' Compensation	3,989.00
51126	Medicare	1,928.00
52211	Education and Travel	1,800.00
52212	Utilities/Communications	2,500.00
52213	Insurance/Taxes	2,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	800.00
53321	Maintenance of Equipment	<u>400.00</u>
		208,300.00

001-0703 -- Finance

50111	Straight Time	184,982.00
50112	Overtime	35,000.00
50114	Holiday Time	5,332.00
50115	Vacation	7,998.00
50116	Sick Time	5,332.00
50117	Longevity	900.00
51121	Employee Retirement	33,537.00
51122	Employee Hospitalization	38,988.00
51123	Workers' Compensation	7,187.00
51126	Medicare	3,474.00
52211	Education/Travel	5,500.00
52212	Utilities/Communications	5,500.00

52213	Insurance/Taxes	4,450.00
52215	Contractual Services	25,000.00
53313	Operating Supplies	125.00
53315	Tools and Minor Equipment	<u>1,268.00</u>
		364,573.00

001-0704 – Law

50111	Straight Time	329,327.00
50114	Holiday Time	2,214.00
50115	Vacation	3,321.00
50116	Sick Time	2,214.00
50117	Longevity	1,080.00
50119	Miscellaneous	25,659.00
51121	Employee Retirement	50,935.00
51122	Employee Hospitalization	47,048.00
51123	Workers' Compensation	10,915.00
51126	Medicare	5,276.00
52211	Education/Travel	7,800.00
52212	Utilities/Communications	7,400.00
52213	Insurance/Taxes	5,000.00
52215	Contractual Services	3,800.00
52225	Legal Services	32,397.00
53311	Office Supplies	5,200.00
53315	Tools and Minor Equipment	3,700.00
53321	Maintenance of Equipment	<u>2,400.00</u>
		545,686.00

001-0705 - Municipal Court

50111	Straight Time	893,431.00
50112	Overtime	500.00
50114	Holiday Time	32,879.00
50115	Vacation Time	49,319.00
50116	Sick Time	32,879.00
50117	Longevity	10,188.00
50119	Miscellaneous	138,837.00
50141	Boards & Commissions	3,000.00
51121	Employee Retirement	162,545.00
51122	Employee Hospitalization	246,976.00
51123	Workers' Compensation	34,831.00
51125	Insurance Benefits	2,500.00
51126	Medicare	16,835.00
51127	Muni Court SS FICA	600.00
51131	Uniform Allowance	1,500.00
52211	Education and Travel	15,000.00
52212	Utilities and Communications	45,000.00

52213	Insurance and Taxes	10,000.00
52214	Advertising Expense	5,000.00
52215	Contractual Service	5,000.00
52226	Professional Services	30,000.00
52232	Rental of Equipment	2,000.00
53311	Office Supplies	25,000.00
53313	Operating Supplies	5,000.00
53314	Gasoline and Oil	3,600.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	5,000.00
53322	Maintenance of Facilities	10,000.00
54417	Vehicles	<u>28,000.00</u>
		1,820,420.00

001-0707 - General Administration

51121	Employee Retirement	1,500.00
52211	Education/Travel	7,500.00
52212	Utilities/Communications	20,000.00
52213	Insurance/Taxes	25,000.00
52214	Advertising Expense	1,000.00
52215	Contractual Services	155,000.00
52221	State Examiner	1,000.00
52222	County Auditor	32,500.00
52223	Election Expenses	10,500.00
52224	Engineering Services	2,500.00
52225	Legal Services	1,000.00
52226	Professional Services	74,250.00
52232	Rental of Equipment	2,000.00
52234	Rental of Facilities	500.00
53311	Office Supplies	10,000.00
53313	Operating Supplies	2,000.00
53315	Tools and Minor Equipment	2,500.00
53321	Maintenance of Equipment	5,000.00
53322	Maintenance of Facilities	1,500.00
54413	Equipment	13,000.00
56611	Transfers	<u>112,500.00</u>
		480,750.00

001-0708 - Cash Control

50111	Straight Time	15,233.00
50112	Overtime	575.00
50114	Holiday Time	555.00
50115	Vacation	832.00
50116	Sick Time	555.00
50117	Longevity	173.00

51121	Employee Retirement	2,510.00
51122	Employee Hospitalization	4,471.00
51123	Workers' Compensation	538.00
51126	Medicare	260.00
52211	Education/Travel	109.00
52212	Utilities/Communications	196.00
52213	Insurance/Taxes	269.00
52215	Contractual Services	2,390.00
52226	Professional Services	14.00
53311	Office Supplies	6,953.00
53313	Operating Supplies	14.00
53315	Tools and Minor Equipment	282.00
53321	Maintenance of Equipment	1,092.00
54413	Equipment	<u>308.00</u>
		37,329.00

001-0710 – Clerk Municipal Court

50111	Straight Time	457,822.00
50114	Holiday Time	13,367.00
50115	Vacation Time	20,050.00
50116	Sick Time	13,367.00
50117	Longevity	4,536.00
50119	Miscellaneous	35,769.00
51121	Employee Retirement	76,288.00
51122	Employee Hospitalization	175,304.00
51123	Workers' Compensation	16,348.00
51126	Medicare	7,902.00
52211	Education and Travel	3,000.00
52213	Insurance and Taxes	5,473.00
52214	Advertising Expense	250.00
52215	Contractual Service	28,000.00
52232	Rental of Equipment	7,400.00
53311	Office Supplies	77,600.00
53315	Tools and Minor Equipment	650.00
53321	Maintenance of Equipment	2,700.00
56612	Refunds	<u>300.00</u>
		946,126.00

001-0711 - Income Tax

52214	Advertising Expense	500.00
52215	Contractual Service	327,070.00
53311	Office Supplies	5,500.00
56612	Refunds	<u>15,000.00</u>
		348,070.00

001-0723 - Civil Service

50111	Straight Time	54,903.00
50112	Overtime	2,500.00
50114	Holiday Time	2,441.00
50115	Vacation	3,661.00
50116	Sick Time	2,441.00
50117	Longevity	828.00
50141	Boards & Commissions	1,500.00
51121	Employee Retirement	9,559.00
51122	Employee Hospitalization	4,936.00
51123	Workers' Compensation	2,049.00
51126	Medicare	990.00
51127	Social Security	100.00
52211	Education and Travel	500.00
52212	Utilities/Communications	2,300.00
52213	Insurance/Taxes	540.00
52214	Advertising Expenses	14,500.00
52215	Contractual Services	8,960.00
53311	Office Supplies	2,700.00
53313	Operating Supplies	50.00
53315	Tools and Minor Equipment	180.00
53321	Maintenance of Equipment	<u>850.00</u>
		116,488.00

001-0741 - Service Director

50111	Straight Time	96,664.00
50114	Holiday Time	4,297.00
50115	Vacation	6,445.00
50116	Sick Time	4,297.00
50117	Longevity	828.00
51121	Employee Retirement	15,755.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	3,376.00
51126	Medicare	1,632.00
52211	Education/Travel	330.00
52212	Utilities/Communications	3,600.00
52213	Insurance/Taxes	4,000.00
52214	Advertising Expenses	150.00
52215	Contractual Services	2,750.00
52226	Professional Services	150.00
53311	Office Supplies	2,500.00
53314	Gasoline and Oil	3,300.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		173,130.00

Service Director's vehicle approved to go home.

001-0742 – Engineering

50111	Straight Time	333,119.00
50112	Overtime	3,000.00
50114	Holiday Time	14,806.00
50115	Vacation	22,209.00
50116	Sick Time	14,806.00
50117	Longevity	4,392.00
50119	Miscellaneous	28,964.00
51121	Employee Retirement	58,982.00
51122	Employee Hospitalization	52,704.00
51123	Workers' Compensation	12,639.00
51126	Medicare	6,109.00
51131	Uniform and Clothing Allowance	700.00
52211	Education/Travel	3,000.00
52212	Utilities/Communications	6,000.00
52213	Insurance/Taxes	5,200.00
52214	Advertising Expenses	300.00
52215	Contractual Services	1,000.00
52224	Engineering Services	3,000.00
52226	Professional Services	4,500.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	9,000.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	4,000.00
54417	Vehicles	<u>23,000.00</u>
		617,930.00

001-0743 - Maintenance of Public Buildings

50111	Straight Time	68,298.00
50112	Overtime	3,000.00
50114	Holiday Time	1,869.00
50115	Vacation	2,803.00
50116	Sick Time	1,869.00
50117	Longevity	1,080.00
51121	Employee Retirement	11,049.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	2,368.00
51126	Medicare	1,145.00
51131	Uniform Allowance	500.00
52212	Utilities/Communications	144,000.00
52213	Insurance/Taxes	5,000.00
52214	Advertising Expense	100.00

52215	Contractual Services	5,000.00
52232	Rental Equipment	100.00
53313	Operating Supplies	14,000.00
53322	Maintenance of Facilities	20,000.00
54414	Street Resurfacing/Maintenance	<u>10,000.00</u>
		313,237.00

001-0748 - Economic Development

50111	Straight Time	103,893.00
50114	Holiday Time	4,619.00
50115	Vacation Time	6,927.00
50116	Sick Time	4,619.00
50117	Longevity	1,152.00
51121	Employee Retirement	16,970.00
51122	Employee Hospitalization	14,640.00
51123	Workers' Compensation	3,637.00
51126	Medicare	1,758.00
51129	Misc. Personal Services	1,000.00
52211	Education & Travel	8,000.00
52212	Utilities/Communications	2,000.00
52213	Insurance/Taxes	2,400.00
52214	Advertising Expense	10,000.00
52215	Contractual Services	12,000.00
53311	Office Supplies	1,200.00
53315	Tools and Minor Equipment	700.00
53321	Maintenance of Equipment	<u>500.00</u>
		196,015.00

001-0749 - Grants for Economic Development

56630	Economic Development Grants	<u>73,000.00</u>
		73,000.00

GRAND TOTAL GENERAL FUND: \$7,673,890.00

SEC. 2: That there is hereby appropriated from the Street M&R Fund:

102-0145 - Traffic Control

50111	Straight Time	31,281.00
50112	Overtime	1,000.00
50118	Shift Premium	300.00
51121	Employee Retirement	4,562.00
51123	Workers' Compensation	978.00
51126	Medicare	473.00
52212	Utilities/Communications	20,000.00

53311	Office Supplies	100.00
53313	Operating Supplies	3,000.00
53315	Tools and Minor Equipment	250.00
53321	Maintenance of Equipment	7,000.00
53322	Maintenance of Facilities	<u>12,550.00</u>
		81,494.00

102-0190 – Weigh Station

52212	Utilities and Communications	3,000.00
52215	Contractual Service	1,500.00
53321	Maintenance of Equipment	<u>630.00</u>
		5,130.00

102-0545 - Leaf Program

50111	Straight Time	70,667.00
50112	Overtime	1,850.00
51121	Employee Retirement	10,153.00
51123	Workers' Compensation	2,176.00
51126	Medicare	1,052.00
52212	Utilities and Communications	400.00
52213	Insurance and Taxes	174.00
53311	Office Supplies	100.00
53313	Operating Supplies	80.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>10,000.00</u>
		96,852.00

102-0610 - Street Maintenance and Repair

50111	Straight Time	127,187.00
50112	Overtime	19,000.00
50114	Holiday Time	23,021.00
50115	Vacation	34,531.00
50116	Sick Time	23,021.00
50117	Longevity	7,776.00
51121	Employee Retirement	32,836.00
51123	Workers' Compensation	7,037.00
51126	Medicare	3,401.00
52211	Education and Travel	200.00
52212	Utilities/Communications	3,400.00
52214	Advertising Expense	50.00
52215	Contractual Service	1,000.00
52226	Professional Services	500.00
53311	Office Supplies	500.00
53313	Operating Supplies	1,900.00

53314	Gasoline and Oil	56,000.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	26,000.00
53322	Maintenance of Facilities	3,000.00
54414	Street Resurfacing/Maintenance	<u>8,700.00</u>
		380,060.00

Street Superintendent's vehicle authorized to go home.

102-0615 - Street Cleaning

50111	Straight Time	52,932.00
50112	Overtime	26,000.00
51121	Employee Retirement	11,051.00
51123	Workers' Compensation	2,368.00
51126	Medicare	1,145.00
52213	Insurance/Taxes	1,100.00
53311	Office Supplies	100.00
53312	Chemicals	180,000.00
53315	Tools and Minor Equipment	1,000.00
53321	Maintenance of Equipment	<u>105,000.00</u>
		380,696.00

102-0620 - Storm Sewer Maintenance

50111	Straight Time	156,675.00
50112	Overtime	1,600.00
51121	Employee Retirement	22,159.00
51123	Workers' Compensation	4,749.00
51126	Medicare	2,295.00
52213	Insurance and Taxes	1,300.00
52215	Contractual Service	30,000.00
52234	Rental of Facilities	400.00
53313	Operating Supplies	5,000.00
53315	Tools and Minor Equipment	400.00
53321	Maintenance of Equipment	18,000.00
53322	Maintenance of Facilities	<u>24,400.00</u>
		266,978.00

GRAND TOTAL STREET M & R FUND: \$1,211,210.00

SEC. 3: That there is hereby appropriated from the State Highway Fund:

103-0610 - Street Maintenance

50111	Straight Time	24,644.00
50112	Overtime	6,000.00

51121	Employee Retirement	4,291.00
51123	Workers' Compensation	920.00
51126	Medicare	445.00
53312	Chemicals (Salt)	<u>55,210.00</u>
		91,510.00

GRAND TOTAL STATE HIGHWAY FUND: \$91,510.00

SEC. 4: That there is hereby appropriated from the Parks & Recreation Fund:

104-0301 - Park Maintenance

50111	Straight	433,006.00
50112	Overtime	6,000.00
50114	Holiday Time	9,396.00
50115	Vacation	14,094.00
50116	Sick Time	9,396.00
50117	Longevity	2,736.00
50119	Miscellaneous	24,456.00
51121	Employee Retirement	69,872.00
51122	Employee Hospitalization	71,672.00
51123	Workers' Compensation	14,973.00
51126	Medicare	7,237.00
51131	Uniform and Clothing Allowance	3,400.00
52211	Travel and Education	2,000.00
52212	Utilities/Communications	30,000.00
52213	Insurance/Taxes	9,000.00
52214	Advertising Expenses	50.00
52215	Contractual Services	35,000.00
52224	Engineering Services	1,500.00
52226	Professional Services	1,000.00
52232	Rental of Equipment	1,500.00
52234	Rental of Facilities	6,000.00
53311	Office Supplies	1,000.00
53313	Operating Supplies	23,000.00
53314	Gasoline and Oil	28,000.00
53315	Tools and Minor Equipment	9,000.00
53321	Maintenance of Equipment	33,000.00
53322	Maintenance of Facilities	30,000.00
54412	Building and Structures	5,000.00
54413	Equipment	15,000.00
54417	Vehicles	5,000.00
56612	Refunds	<u>400.00</u>
		901,688.00

104-0303 - Municipal Pool

50111	Straight Time	7,283.00
50112	Overtime	200.00
51121	Employee Retirement	1,048.00
51123	Workers' Compensation	225.00
51126	Medicare	109.00
52212	Utilities and Communication	3,000.00
52213	Insurance and Taxes	200.00
52215	Contractual Services	1,100.00
53312	Chemicals	3,500.00
53313	Operating Supplies	1,000.00
53315	Tools and Minor Equipment	150.00
53321	Maintenance of Equipment	3,000.00
53322	Maintenance of Facilities	<u>2,000.00</u>
		22,815.00

104-0305 - Uptown Park

50111	Straight Time	18,932.00
50112	Overtime	4,500.00
51121	Employee Retirement	3,281.00
51123	Workers' Compensation	703.00
51126	Medicare	340.00
52212	Utilities and Communications	3,200.00
52213	Insurance and Taxes	180.00
52215	Contractual Services	15,700.00
53313	Operating Supplies	8,000.00
53322	Maintenance of Facilities	<u>4,000.00</u>
		58,836.00

104-0309 - Sport Field Maintenance

50111	Straight Time	34,618.00
50112	Overtime	3,500.00
51121	Employee Retirement	5,337.00
51123	Workers' Compensation	1,144.00
51126	Medicare	553.00
52212	Utilities and Communications	20,000.00
52232	Rental of Equipment	1,000.00
52234	Rental of Facilities	1,000.00
53313	Operating Supplies	24,000.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facilities	10,000.00
54412	Building and Structures	8,000.00
54413	Equipment	<u>12,000.00</u>
		137,152.00

GRAND TOTAL PARKS & RECREATION FUND:

\$1,120,491.00

SEC. 5: That there is hereby appropriated from the Local License Fee Fund:

105-0610 - Street Maintenance/Repair

52213	Insurance and Taxes	1,000.00
54417	Vehicles	<u>247,525.00</u>
		248,525.00

GRAND TOTAL LOCAL LICENSE FEE FUND: **\$248,525.00**

SEC. 6: That there is hereby appropriated from the Police Special Fund:

106-0101- Police

50111	Straight Time	2,684,530.00
50112	Overtime	237,000.00
50114	Holiday Time	111,508.00
50115	Vacation	167,262.00
50116	Sick Time	111,508.00
50117	Longevity	20,880.00
50118	Shift Premium	6,000.00
50119	Miscellaneous	61,318.00
51121	Employee Retirement	32,526.00
51122	Employee Hospitalization	538,064.00
51123	Workers' Compensation	102,001.00
51126	Medicare	49,301.00
51131	Uniform/Clothing Allowance	51,000.00
52211	Education/Travel	32,000.00
52212	Utilities/Communications	10,000.00
52213	Insurance/Taxes	24,000.00
52215	Contractual Services	5,000.00
52226	Professional Services	11,000.00
53311	Office Supplies	9,000.00
53313	Operating Supplies	12,000.00
53314	Gasoline and Oil	78,000.00
53315	Tools & Minor Equipment	45,000.00
53321	Maintenance of Equipment	62,000.00
53322	Maintenance of Facilities	12,000.00
54413	Equipment	12,000.00
54417	Vehicles	<u>60,000.00</u>
		4,544,898.00

106-0102- Police Communications

50111	Straight Time	529,534.00
50112	Overtime	38,000.00

50114	Holiday Time	23,535.00
50115	Vacation	35,303.00
50116	Sick Time	23,535.00
50117	Longevity	5,868.00
50118	Shift Premium	4,000.00
51121	Employee Retirement	92,369.00
51122	Employee Hospitalization	158,152.00
51123	Workers' Compensation	19,794.00
51126	Medicare	9,567.00
51131	Uniform/Clothing Allowance	13,722.00
52211	Education/Travel	5,000.00
52212	Utilities/Communications	26,000.00
52213	Insurance/Taxes	6,800.00
52215	Contractual Service	50,000.00
52226	Professional Services	10,000.00
53311	Office Supplies	3,000.00
53313	Operating Supplies	1,500.00
53315	Tools and Minor Equipment	6,000.00
53321	Maintenance of Equipment	<u>12,000.00</u>
		1,073,679.00

106-0103 - Special Police Unit

51123	Workers' Compensation	1,000.00
51125	Insurance Benefits	1,000.00
51131	Uniform/Clothing Allowance	10,000.00
52211	Education/Travel	1,000.00
52213	Insurance and Taxes	<u>1,000.00</u>
		14,000.00

106-0190 - Weigh Station

50111	Straight Time	26,907.00
51121	Employee Retirement	3,767.00
51123	Workers' Compensation	808.00
51126	Medicare	<u>391.00</u>
		31,873.00

GRAND TOTAL POLICE SPECIAL FUND: \$5,664,450.00

SEC. 7: That there is hereby appropriated from the Fire Special Fund:

107-0110 - Fire Special

50111	Straight Time	515,000.00
50112	Overtime	10,000.00

50114	Holiday Time	8,443.00
50115	Vacation	12,664.00
50116	Sick Time	8,443.00
50117	Longevity	1,980.00
51121	Employee Retirement	77,915.00
51122	Employee Hospitalization	63,168.00
51123	Workers' Compensation	16,696.00
51126	Medicare	8,070.00
51131	Uniform and Clothing Allowance	8,000.00
52211	Travel and Education	18,000.00
52212	Utilities/Communications	83,000.00
52213	Insurance/Taxes	12,000.00
52215	Contractual Services	15,000.00
52226	Professional Services	8,000.00
52232	Rental of Equipment	1,000.00
53311	Office Supplies	4,500.00
53313	Operating Supplies	20,000.00
53314	Gasoline and Oil	25,000.00
53315	Tools and Minor Equipment	16,000.00
53321	Maintenance of Equipment	40,000.00
53322	Maintenance of Facilities	25,000.00
54413	Equipment	<u>15,000.00</u>
		1,012,879.00

GRAND TOTAL FIRE SPECIAL FUND: \$1,012,879.00

SEC. 8: That there is hereby appropriated from the Street M & R Special Fund:

108-0610 – Street Maintenance

50111	Straight Time	80,624.00
51121	Employee Retirement	11,288.00
51122	Employee Hospitalization	219,064.00
51123	Workers' Compensation	2,419.00
51126	Medicare	1,170.00
54411	Land and Improvements	<u>2,115,000.00</u>
		2,429,565.00

108-0808 – Debt Service

55511	Payment of Principal	508,233.00
55512	Payment of Interest	<u>232,915.00</u>
		741,148.00

GRAND TOTAL STREET M & R SPECIAL FUND: \$3,170,713.00

SEC. 9: That there is hereby appropriated from the County Local License Fee Fund:

115-0610 - Street Maintenance/Repair

53313	Operating Supplies	36,000.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	<u>14,427.00</u>
		60,427.00

GRAND TOTAL COUNTY LOCAL LICENSE FEE FUND: **\$60,427.00**

SEC. 10: That there is hereby appropriated from the Police & Fire Disability/Pension Fund:

126-0120 - Police & Fire Pension

51121	Employee Retirement	642,901.00
52213	Insurance and Taxes	3,500.00
52215	Contractual Service	1,000.00
52222	County Auditor/Treasurer	<u>15,000.00</u>
		662,401.00

GRAND TOTAL POLICE & FIRE DISABILITY/PENSION FUND: **\$662,401.00**

SEC. 11: That there is hereby appropriated from the Emergency Medical Service Fund:

135-0130 - Emergency Medical Service

52212	Utilities and Communications	750.00
52213	Insurance and Taxes	3,750.00
52215	Contractual Service	1,450,000.00
52222	County Auditor/Treasurer	<u>27,000.00</u>
		1,481,500.00

GRAND TOTAL EMERGENCY MEDICAL SERVICE FUND: **\$1,481,500.00**

SEC. 12: That there is hereby appropriated from the Parking Fund:

140-0640 - On Street Meters

50111	Straight Time	5,052.00
51121	Employee Retirement	708.00
51123	Workers' Compensation	152.00

51126	Medicare	<u>74.00</u>
		5,986.00

140-0641 - OPNB Lot #1

50111	Straight Time	5,052.00
51121	Employee Retirement	708.00
51123	Workers' Compensation	152.00
51126	Medicare	74.00
52234	Rental of Facilities	<u>17,925.00</u>
		23,911.00

140-0642 - Baptist Church Lot #2

50111	Straight Time	5,052.00
51121	Employee Retirement	708.00
51123	Workers' Compensation	152.00
51126	Medicare	<u>74.00</u>
		5,986.00

140-0643 - Feckley Lot #3

50111	Straight Time	5,052.00
51121	Employee Retirement	708.00
51123	Workers' Compensation	152.00
51126	Medicare	<u>74.00</u>
		5,986.00

140-0644 - Town Square Commons Lot #4

50111	Straight Time	5,052.00
51121	Employee Retirement	708.00
51123	Workers' Compensation	152.00
51126	Medicare	74.00
52234	Rental of Facilities	<u>8,400.00</u>
		14,386.00

140-0645 - Parking Deck

50111	Straight Time	1,871.00
50112	Overtime	300.00
51121	Employee Retirement	304.00
51123	Workers' Compensation	66.00
51126	Medicare	32.00
52212	Utilities and Communications	13,750.00
52213	Insurance and Taxes	1,000.00
53313	Operating Supplies	1,000.00
53322	Maintenance of Facility	<u>1,450.00</u>
		19,773.00

GRAND TOTAL PARKING FUND: **\$76,028.00**

SEC. 13: That there hereby appropriated from the Economic Development Fund:

143-0748 – Economic Development Fund

52215	Contractual Service	<u>26,000.00</u>
		26,000.00

GRAND TOTAL ECONOMIC DEVELOPMENT FUND: **\$26,000.00**

SEC. 14: That there is hereby appropriated from the Cable TV Fund:

144-0730 - Cable TV Fund

50111	Straight Time	194,870.00
50112	Overtime	5,000.00
50114	Holiday Time	7,181.00
50115	Vacation Time	10,771.00
50116	Sick Time	7,181.00
50117	Longevity	1,656.00
51121	Employee Retirement	31,733.00
51122	Employee Hospitalization	38,064.00
51123	Workers' Compensation	6,800.00
51126	Medicare	3,287.00
52211	Education and Travel	500.00
52213	Insurance and Taxes	2,000.00
52215	Contractual Service	20,000.00
53311	Office Supplies	2,000.00
53313	Operating Supplies	3,000.00
53314	Gasoline and Oil	500.00
53315	Tools and Equipment	30,000.00
53321	Maintenance of Equipment	<u>1,000.00</u>
		365,543.00

GRAND TOTAL CABLE TV FUND: **\$365,543.00**

SEC. 15: That there is hereby appropriated from the Railroad Renovation Fund:

145-0630 – Railroad Renovation Fund

52213	Insurance and Taxes	13,000.00
52215	Contractual Service	30,000.00
54411	Land and Improvements	<u>47,000.00</u>
		90,000.00

GRAND TOTAL RAILROAD FUND: **\$ 90,000.00**

SEC. 17: That there is hereby appropriated from the Computer Legal Research Fund:

160-0705 - Municipal Court Computer Legal Research

53321	Maintenance of Equipment	<u>37,500.00</u>
		37,500.00

GRAND TOTAL COMPUTER LEGAL RESEARCH FUND: \$37,500.00

SEC. 18: That there is hereby appropriated from the Municipal Court Probation Service Fund:

161-0705 - Municipal Court Probation Service

50111	Straight Time	115,588.00
50114	Holiday Time	1,097.00
50115	Vacation Time	1,645.00
50116	Sick Time	1,097.00
50119	Miscellaneous	4,795.00
51121	Employee Retirement	17,392.00
51123	Workers' Compensation	3,727.00
51126	Medicare	1,802.00
52211	Education and Travel	3,000.00
52226	Professional Services	<u>12,000.00</u>
		162,143.00

GRAND TOTAL MUNICIPAL COURT PROBATION SERVICE FUND: \$162,143.00

SEC. 19: That there is hereby appropriated from the Indigent Driver Alcohol Treatment Fund:

165-0705 - Municipal Court Indigent Driver

52215	Contractual Service	<u>90,000.00</u>
		90,000.00

GRAND TOTAL INDIGENT DRIVER FUND: \$ 90,000.00

SEC. 20: That there is hereby appropriated from the Indigent Driver Interlock Monitoring Fund:

166-0705 - Municipal Court Indigent Driver Interlock Monitoring

52226	Professional Services	<u>30,000.00</u>
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30,000.00

**GRAND TOTAL MUNICIPAL COURT INDIGENT DRIVER
INTERLOCK MONITORING FUND:**

\$ 30,000.00

SEC. 21: That there is hereby appropriated from the Municipal Court Clerk Computer Fund:

167-0705 - Municipal Court Clerk Computer

50111	Straight Time	56,191.00
50114	Holiday Time	2,498.00
50115	Vacation Time	3,747.00
50116	Sick Time	2,498.00
50119	Miscellaneous	9,574.00
51121	Employee Retirement	10,432.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	2,236.00
51126	Medicare	1,081.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	<u>5,000.00</u>
		119,313.00

GRAND TOTAL COURT CLERK FUND:

\$119,313.00

SEC. 23: That there is hereby appropriated from the General Purpose Capital Fund:

301-0707 – General Purpose Capital

54412	Building and Structures	300,000.00
55511	Payment of Principal	195,000.00
55512	Payment of Interest	87,070.00
56615	Advances	<u>500,000.00</u>
		1,082,070.00

GRAND TOTAL GENERAL PURPOSE CAPITAL FUND:

\$ 1,082,070.00

SEC. 24: That there is hereby appropriated from the Fire Capital Replacement Fund:

307-0110 – Fire Capital Replacement Fund

54413	Equipment	35,000.00
56615	Advances	<u>100,000.00</u>
		135,000.00

GRAND TOTAL FIRE CAPITAL REPLACEMENT FUND:

\$ 135,000.00

SEC. 25: That there is hereby appropriated from the Computer/Electronic Technology Fund:

388-0714 -- Computer/Electronic Technology

53315	Tools and Minor Equipment	47,500.00
54413	Equipment	<u>135,000.00</u>
		182,500.00

GRAND TOTAL COMPUTER/ELECTRONIC TECHNOLOGY FUND: \$182,500.00

SEC. 26: That there is hereby appropriated from the Special Assess Projects Fund:

428-0201 -- Weed Control

52215	Contractual Service	8,500.00
52222	County Auditor/Treasurer	<u>150.00</u>
		8,650.00

GRAND TOTAL SPECIAL ASSESS PROJECTS FUND: \$ 8,650.00

SEC. 27: That there is hereby appropriated from the Water Fund:

513-0531 - Water Office

50111	Straight Time	44,544.00
50114	Holiday Time	1,822.00
50115	Vacation	2,732.00
50116	Sick Time	1,822.00
50117	Longevity	324.00
51121	Employee Retirement	7,175.00
51122	Employee Hospitalization	21,056.00
51123	Workers' Compensation	1,538.00
51126	Medicare	744.00
52211	Education and Travel	300.00
52212	Utilities/Communications	900.00
53311	Office Supplies	700.00
53315	Tools & Minor Equipment	200.00
53321	Maintenance of Equipment	4,000.00
56612	Refunds	<u>7,000.00</u>
		94,857.00

513-0533 - Water Treatment Plant

50111	Straight Time	504,820.00
50112	Overtime	112,000.00
50114	Holiday Time	22,437.00

50115	Vacation	33,655.00
50116	Sick Time	22,437.00
50117	Longevity	5,364.00
50119	Miscellaneous	20,941.00
51121	Employee Retirement	101,032.00
51122	Employee Hospitalization	190,392.00
51123	Workers' Compensation	21,650.00
51126	Medicare	10,464.00
51131	Uniform/Clothing Allowance	4,000.00
52211	Education/Travel	2,200.00
52212	Utilities/Communications	2,100,000.00
52213	Insurance and Taxes	14,000.00
52214	Advertising Expense	100.00
52215	Contractual Services	26,000.00
52226	Professional Services	250.00
53311	Office Supplies	1,500.00
53312	Chemicals	1,500.00
53313	Operating Supplies	300,000.00
53314	Gasoline and Oil	25,000.00
53315	Tools and Minor Equipment	5,000.00
53321	Maintenance of Equipment	35,000.00
53322	Maintenance of Facilities	50,000.00
54412	Building and Structures	30,000.00
54417	Vehicles	<u>25,000.00</u>
		3,664,742.00

One (1) vehicle authorized to go home.

513-0708 – Water-Cash Control

50111	Straight Time	74,642.00
50112	Overtime	2,818.00
50114	Holiday Time	2,716.00
50115	Vacation Time	4,074.00
50116	Sick Time	2,716.00
50117	Longevity	688.00
51121	Employee Retirement	12,272.00
51122	Employee Hospitalization	18,328.00
51123	Workers' Compensation	2,630.00
51126	Medicare	1,271.00
52211	Education and Travel	535.00
52212	Utilities and Communications	961.00
52213	Insurance and Taxes	1,319.00
52215	Contractual Service	11,711.00
52226	Professional Services	67.00
53311	Office Supplies	34,068.00
53313	Operating Supplies	67.00

53315	Tools and Minor Equipment	1,380.00
53321	Maintenance of Equipment	5,351.00
54413	Equipment	<u>1,510.00</u>
		179,124.00

513-0813 -- Water Debt Retirement

55511	Payment of Principal	463,434.96
55512	Payment of Interest	<u>56,861.82</u>
		520,296.78

GRAND TOTAL WATER FUND: \$4,459,019.78

SEC. 28: That there is hereby appropriated from the Sanitation Fund:

514-0541 - Sanitation Office

50111	Straight Time	30,468.00
51121	Employee Retirement	4,266.00
51123	Workers' Compensation	915.00
51126	Medicare	442.00
52212	Utilities and Communications	500.00
52213	Insurance and Taxes	500.00
53311	Office Supplies	300.00
53321	Maintenance of Equipment	3,200.00
56612	Refunds	<u>1,000.00</u>
		41,591.00

514-0543 - Sanitation Collection

50111	Straight Time	780,886.00
50112	Overtime	55,000.00
50114	Holiday Time	25,373.00
50115	Vacation	38,059.00
50116	Sick Time	25,373.00
50117	Longevity	8,280.00
50119	Miscellaneous	17,196.00
51121	Employee Retirement	133,024.00
51122	Employee Hospitalization	201,296.00
51123	Workers' Compensation	28,506.00
51126	Medicare	13,778.00
51131	Uniform and Clothing Allowance	7,771.00
52212	Utilities and Communications	2,500.00
52213	Insurance and Taxes	15,000.00
52215	Contractual Services	1,300,000.00
52226	Professional services	500.00

53311	Office Supplies	400.00
53313	Operating Supplies	3,500.00
53314	Gasoline and Oil	110,000.00
53315	Tools & Minor Equipment	26,000.00
53321	Maintenance of Equipment	290,000.00
53322	Maintenance of Facilities	1,000.00
54417	Vehicles	<u>225,000.00</u>
		3,308,442.00

514-0708 - Utility Billing

50111	Straight Time	62,456.00
50112	Overtime	2,358.00
50114	Holiday Time	2,273.00
50115	Vacation Time	3,409.00
50116	Sick Time	2,273.00
50117	Longevity	576.00
51121	Employee Retirement	10,269.00
51122	Employee Hospitalization	15,372.00
51123	Workers' Compensation	2,201.00
51126	Medicare	1,064.00
52211	Education and Travel	447.00
52212	Utilities and Communications	804.00
52213	Insurance and Taxes	1,103.00
52215	Contractual Service	9,799.00
52226	Professional Services	56.00
53311	Office Supplies	28,506.00
53313	Operating Supplies	56.00
53315	Tools and Minor Equipment	1,155.00
53321	Maintenance of Equipment	4,478.00
54413	Equipment	<u>1,263.00</u>
		149,918.00

GRAND TOTAL SANITATION FUND: \$ 3,499,951.00

SEC. 29: That there is hereby appropriated from the Water Capital Improvement Fund:

546-0530 - Water Capital Improvements

55511	Payment of Principal	380,000.00
55512	Payment of Interest	163,500.00
56615	Advances	<u>500,000.00</u>
		1,043,500.00

GRAND TOTAL WATER CAPITAL IMPROVEMENT FUND: \$1,043,500.00

SEC. 30: That there is hereby appropriated from the Municipal Airport Fund:

547-0650 - Municipal Airport

52212	Contractual Services	1,000.00
52213	Insurance and Taxes	7,500.00
52215	Contractual Service	2,000.00
53314	Gasoline and Oil	<u>66,500.00</u>
		77,000.00

547-0656 - Municipal Airport FY02-07-12-17

54411	Land and Improvements	<u>15,000.00</u>
		15,000.00

GRAND TOTAL MUNICIPAL AIRPORT FUND: \$92,000.00

SEC. 31: That there is hereby appropriated from the Rec. Center Administration Fund:

574-0303 - Municipal Pool

50111	Straight Time	38,959.00
50112	Overtime	1,000.00
51121	Employee Retirement	5,595.00
51123	Workers' Compensation	1,199.00
51126	Medicare	580.00
51131	Uniform Allowance	250.00
52212	Utilities and Communications	5,000.00
52213	Insurance and Taxes	150.00
52215	Contractual Service	800.00
52226	Professional Services	500.00
53311	Office Supplies	100.00
53312	Chemicals	7,000.00
53313	Operating Supplies	3,100.00
53315	Tools and Minor Equipment	1,200.00
53321	Maintenance of Equipment	700.00
53322	Maintenance of Facilities	2,000.00
56612	Refunds	<u>300.00</u>
		68,433.00

574-0350 - Administration

50111	Straight Time	382,697.00
50112	Overtime	4,000.00
50114	Holiday Time	17,010.00
50115	Vacation	25,514.00
50116	Sick Time	17,010.00
50117	Longevity	5,544.00
51121	Employee Retirement	63,249.00

51122	Employee Hospitalization	115,152.00
51123	Workers' Compensation	13,554.00
51126	Medicare	6,551.00
51131	Uniform Allowance	500.00
52211	Education/Travel	1,000.00
52212	Utilities/Communications	140,000.00
52213	Insurance/Taxes	10,000.00
52214	Advertising Expense	20,000.00
52215	Contractual Services	38,000.00
52226	Professional Services	2,500.00
53311	Office Supplies	6,000.00
53313	Operating Supplies	2,000.00
53315	Tools & Minor Equipment	10,000.00
53321	Maintenance of Equipment	13,000.00
56611	Transfers	<u>140,000.00</u>
		1,033,281.00

574-0351 – Facilities

50111	Straight Time	99,867.00
51121	Employee Retirement	13,982.00
51123	Workers' Compensation	2,997.00
51126	Medicare	1,449.00
53311	Office Supplies	300.00
53313	Operating Supplies	3,000.00
53315	Tools & Minor Equipment	35,000.00
53321	Maintenance of Equipment	16,000.00
53322	Maintenance of Facility	212,000.00
56612	Refunds	<u>500.00</u>
		385,095.00

574-0352 - Rascal Room

50111	Straight Time	34,919.00
51121	Employee Retirement	4,889.00
51123	Workers' Compensation	1,048.00
51126	Medicare	507.00
53313	Operating Supplies	500.00
53315	Tools & Minor Equipment	500.00
56612	Refunds	<u>300.00</u>
		42,663.00

574-0353 – Café

52213	Insurance and Taxes	400.00
52215	Contractual Services	600.00
53313	Operating Supplies	2,100.00
53315	Tools and Minor Equipment	200.00
53321	Maintenance of Equipment	<u>100.00</u>

3,400.00

574-0356 – Aquatics

50111	Straight Time	307,104.00
51121	Employee Retirement	42,995.00
51123	Workers' Compensation	9,214.00
51126	Medicare	4,453.00
51131	Uniform Allowance	800.00
52211	Education/Travel	1,000.00
52215	Contractual Services	40,000.00
53312	Chemicals	22,000.00
53313	Operating Supplies	4,000.00
53315	Tools & Minor Equipment	4,500.00
53321	Maintenance of Equipment	2,500.00
53322	Maintenance of Facility	500.00
56612	Refunds	<u>2,000.00</u>
		441,066.00

574-0357 – Programs

50111	Straight Time	95,166.00
51121	Employee Retirement	13,324.00
51123	Workers' Compensation	2,855.00
51126	Medicare	1,380.00
52215	Contractual Services	42,000.00
53313	Operating Supplies	15,000.00
53314	Gasoline and Oil	500.00
53315	Tools & Minor Equipment	8,000.00
53321	Maintenance of Equipment	2,000.00
56612	Refunds	<u>2,000.00</u>
		182,225.00

574-0364 - Guest Services

50111	Straight Time	92,663.00
51121	Employee Retirement	12,973.00
51123	Workers' Compensation	2,780.00
51126	Medicare	1,344.00
52213	Insurance and Taxes	2,000.00
53313	Operating Supplies	6,000.00
56612	Refunds	<u>3,000.00</u>
		120,760.00

574-0874 - Debt Service

55511	Payment of Principal	450,000.00
55512	Payment of Interest	<u>71,625.00</u>
		521,625.00

GRAND TOTAL REC. CENTER ADMINISTRATION: **\$2,798,548.00**

SEC. 32: That there is hereby appropriated from the MCRC Capital Fund:

575-0350 – MCRC Capital

54412	Building and Structures	<u>140,000.00</u>
		140,000.00

GRAND TOTAL MCRC CAPITAL FUND: **\$ 140,000.00**

SEC. 33: That there is hereby appropriated from the Section 125 Fund:

616-0915 - Section 125 Fund

59938	Section 125	<u>40,000.00</u>
		40,000.00

GRAND TOTAL SECTION 125 FUND: **\$40,000.00**

SEC. 34: That there is hereby appropriated from the Payroll Fund:

625-0915 – Payroll

59911	Net Payroll	8,829,609.00
59912	Federal Withholding Taxes	1,376,790.00
59913	Police Disability	300,702.00
59915	Public Employee Retirement	982,308.00
59916	Medical Mutual of Ohio	166,667.00
59918	OML Group Accident Insurance	459.00
59919	Garnishments	61,812.00
59922	State Withholding	344,101.00
59923	Local Withholding	169,244.00
59924	OPBA	17,145.00
59925	Colonial Life Insurance	40,944.00
59928	Deferred Compensation	444,166.00
59929	Employee Share Medicare	176,325.00
59930	City Share Medicare	176,325.00
59931	Teamsters	34,448.00
59932	School District Income Tax	8,863.00
59933	Medina County Credit Union	336,392.00
59935	Employee Share FICA	9,729.00
59936	City Share FICA	14,362.00
59937	Guardian Life Insurance	24,124.00
59938	IWS/Section 125 Plan	<u>35,298.00</u>

13,549,813.00

GRAND TOTAL PAYROLL FUND:

\$13,549,813.00

SEC. 35: That there is hereby appropriated from the Agency Revolving Fund:

637-0920 – Agency

52211	Education and Travel	350.00
52212	Utilities and Communications	1,000.00
52215	Contractual Service	5,500.00
53311	Office Supplies	750.00
53313	Operating Supplies	1,000.00
53321	Maintenance of Equipment	1,500.00
53322	Maintenance of Facilities	5,500.00
56612	Refunds	4,000.00
56613	Reimbursements	<u>200,000.00</u>
		219,600.00

GRAND TOTAL AGENCY REVOLVING FUND:

\$219,600.00

SEC. 36: That there is hereby appropriated from the Auto Mechanics Revolving Fund:

676-0746 - Auto Mechanic

50111	Straight Time	213,295.00
50112	Overtime	3,000.00
50114	Holiday Time	9,480.00
50115	Vacation Time	14,220.00
50116	Sick Time	9,480.00
50117	Longevity	1,476.00
51121	Employee Retirement	35,134.00
51122	Employee Hospitalization	84,224.00
51123	Workers' Compensation	7,529.00
51126	Medicare	3,639.00
51131	Uniform Allowance	3,500.00
52211	Education and Travel	1,000.00
52212	Utilities and Communications	1,100.00
52213	Insurance and Taxes	4,000.00
52215	Contractual Service	500.00
52226	Professional Services	400.00
53311	Office Supplies	300.00
53313	Operating Supplies	5,379.00
53314	Gasoline and Oil	12,000.00
53315	Tools and Minor Equipment	10,000.00
53321	Maintenance of Equipment	<u>4,000.00</u>
		423,656.00

GRAND TOTAL AUTO MECHANIC REVOLVING FUND: **\$423,656.00**

SEC. 37: That there is hereby appropriated from the Developer Deposits Fund:

723-0983 – Grading Deposits

56612	Refunds	<u>17,000.00</u>
		17,000.00

GRAND TOTAL DEVELOPER DEPOSITS FUND: **\$17,000.00**

SEC. 38: That there is hereby appropriated from the Friends of the Cemetery Fund:

736-0210 – Cemetery

53313	Operating Supplies	<u>750.00</u>
		750.00

GRAND TOTAL FRIENDS OF THE CEMETERY FUND: **\$750.00**

SEC. 39: That there is hereby appropriated from the Utility Deposit Fund:

741-0945 - Utility Deposits

56612	Refunds	<u>30,000.00</u>
		30,000.00

GRAND TOTAL UTILITY DEPOSIT FUND: **\$30,000.00**

SEC. 40: That there is hereby appropriated from the Cemetery Endowment Fund:

819-0220 – Cemetery Endowment

53313	Operating Supplies	<u>1,500.00</u>
		1,500.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: **\$1,500.00**

SEC. 41: That there is hereby appropriated from the Cemetery Investment Fund:

820-0225 – Cemetery Investment

56612	Refunds	<u>5,000.00</u>
		5,000.00

GRAND TOTAL CEMETERY ENDOWMENT FUND: \$5,000.00

SEC. 42: That there is hereby appropriated from the Law Library Fund:

924-0930 - Law Library

56612	Refunds	<u>50,000.00</u>
		50,000.00

GRAND TOTAL LAW LIBRARY FUND: \$50,000.00

SEC. 43: That there is hereby appropriated from the Bid & Performance Bond Fund:

938-0940 – Bid & Performance Bond

56612	Refunds	<u>50,000.00</u>
		50,000.00

GRAND TOTAL BID & PERFORMANCE BOND FUND: \$50,000.00

SEC. 44: That there is hereby appropriated from the Board of Building Standards Fund:

939-0430 - Board of Building Standards

52213	Insurance and Taxes	<u>5,000.00</u>
		5,000.00

GRAND TOTAL BOARD OF BUILDING STANDARDS FUND: \$5,000.00

GRAND TOTAL ALL FUNDS: \$51,228.080.78

SEC. 45: That all expenditures against the appropriation hereinabove authorized shall be made in accordance with the Code of Accounts set forth in the 2018 Annual City Budget.

SEC. 46: That no department head is permitted to transfer funds into or out of **Line Item 50119, Miscellaneous (Retirement/Termination Payouts)**, Line Item 51122, Employee Hospitalization or line item 51123, Workers Compensation, without the legislative authority of Council.

SEC. 47: That the Finance Director is hereby authorized to draw his warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefor, approved by the Board of Officers

authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures in accordance with the Code of Accounts of the 2018 Annual City Budget.

SEC. 48: That the Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Medina County Auditor.

SEC. 49: 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. 50: 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

RESOLUTION NO. 178-17

**A RESOLUTION ADOPTING A FIVE-YEAR BUDGET FOR
THE CITY OF MEDINA, OHIO FOR THE PERIOD
BEGINNING JANUARY 1, 2018 THROUGH DECEMBER 31,
2022.**

WHEREAS: Resolution No. 98-08, passed May 27, 2008 adopted the 2008 Strategic Plan Update for the City of Medina to formulate a clear, concise and comprehensive vision of the desired future for the City; and

WHEREAS: As part of the planning process, the City has also prepared a Five-Year Budget for each department to serve as a planning tool to identify and prepare for future needs and funding; and

WHEREAS: While the Plan incorporates the ability to carry forward unspent funds for the purpose of future planning for each department, with the exception of **Line Item 50119 – Miscellaneous (Retirement/Termination Payouts)**, Line Item 51121-Employee Hospitalization and Line Item 51123-Workers Compensation, Council reserves the authority to annually review and discuss the carry forward balances as set forth in a separate process to be established and adopted.

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

SEC. 1: That the Medina City Council hereby adopts the financial report entitled Five-Year Budget for the period beginning January 1, 2018 through December 31, 2022.

SEC. 2: That a full copy of said Five-Year Budget including projected revenues and estimates shall be kept on file in the Council Offices for official use and reference.

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

SEC. 4: That this Resolution shall be 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. 179-17**AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE (3) 2018 FORD K8A ALL WHEEL DRIVE POLICE INTERCEPTORS AND ONE (1) 2017 FORD FUSION FROM LEBANON FORD FOR THE POLICE DEPARTMENT AND DETECTIVE BUREAU, AND DECLARE AN EMERGENCY**

WHEREAS: In accordance with H.B 204, the Police Department has requested authority to purchase police cruisers without competitive bidding or participation in the state cooperative purchase contracts provided they can verify that the political subdivision can purchase the supplies or services from another party upon equivalent terms, conditions, and specification but at a lower price than it can through those contracts; and

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

SEC. 1: That the purchase of three (3) 2018 Ford K8A All Wheel Drive Police Interceptors and one (1) 2017 Ford Fusion from Lebanon Ford, State Contract No. RS90153, is hereby authorized for the Police Department.

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

SEC. 3: That the funds to cover this purchase, in the amount of \$102,000.00, are available in Account No. 106-0101-54417.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to purchase before the end of the year; 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. 180-17

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF NOT TO EXCEED \$30,000.00 TO HALL PUBLIC SAFETY CO. FOR THE UP-FITTING OF THREE (3) POLICE INTERCEPTORS FOR THE POLICE DEPARTMENT.

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

SEC. 1: That the expenditure of not to exceed \$30,000.00 to Hall Public Safety Co. is hereby authorized for the up-fitting of three (3) Police Interceptors for the Police Department.

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

SEC. 3: That the funds to cover this purchase are available in Account No. 106-0101-53315.

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

RESOLUTION NO. 181-17

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH THE MEDINA COUNTY COMMISSIONERS AND THE MEDINA COUNTY PUBLIC DEFENDER COMMISSION SO AS TO PROVIDE LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH A VIOLATION OF THE CITY'S ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS: The City of Medina, Ohio, is required to provide legal counsel to indigent persons charged with serious offenses and loss of liberty offenses in the Medina Municipal Court pursuant to the State of Ohio Constitution and the laws of the State of Ohio; and

WHEREAS: The City of Medina, Ohio, desires that legal services be delivered to the City's indigent citizens and others so situated; and

WHEREAS: Ordinance 135-11, passed September 27, 2011 authorizing agreements to provide the aforesaid legal services; and

WHEREAS: Section 3.2 of the contract states that the contract may be extended by one year upon passage of a Resolution which will then be forwarded to the Ohio Public Defender's Office.

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

SEC. 1: That the Mayor be and hereby is authorized and directed to enter into agreements with the Medina County Commissioners and the Medina County Public Defender Commission so as to provide for the appointment of legal counsel to defend indigent persons charged with a serious violation of the City's ordinances;

SEC. 2: That the contract is hereby extended until December 31, 2018.

SEC. 3: That the Clerk of Council is hereby directed to send a certified copy of this Resolution to the Medina County Public Defender's Office.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health, and safety, and for the further reason that indigent citizens and others so situated shall immediately be afforded their constitutional right to counsel; wherefore, this Resolution shall be in full force and effect from and immediately upon its passage and upon signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

I hereby certify that the foregoing Ordinance No. 181-17 as duly published by title only in the *Medina County Gazette* on the _____ day of December 2017, and the _____ day of December 2017.

Clerk of Council

ORDINANCE NO. 182-17

AN ORDINANCE AMENDING SECTION 31.02(E) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SALARY SCHEDULE FOR PART-TIME EMPLOYEES OF THE MEDINA COMMUNITY RECREATION CENTER AFFECTED BY THE OHIO MINIMUM WAGE INCREASE, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That Section 31.02(E) of the Salaries and Benefits Code of the City of Medina shall amended as follows effective January 1, 2018 for all part-time employees of the Medina Community Recreation Center affected by the Ohio Minimum Wage increase.
- SEC. 2:** That a copy of the pay scale 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 the new pay scale goes into effect on January 1, 2018; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Recreation Center 2018

Part Time Pay Scale

CPI increase of 1.9% or 15 cents over 2017 minimum wage.

Position	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
RC1: Café Attendants	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
Field House Attendants															
Fitness Room Attendants															
Office Aides															
Program Aides															
Recreation Aides															
Tour Guides															
RC2:	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC3:	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC4: Counselors	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC5:	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC6:	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC7: Youth Specialists	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC8: Activity Leaders	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC9: Lifeguards	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70
RC10:	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70	\$9.80
RC11:	\$8.53	\$8.63	\$8.73	\$8.83	\$8.93	\$9.03	\$9.13	\$9.23	\$9.33	\$9.43	\$9.53	\$9.63	\$9.73	\$9.83	\$9.93
RC12: Café Supervisor	\$8.67	\$8.77	\$8.87	\$8.97	\$9.07	\$9.17	\$9.27	\$9.37	\$9.47	\$9.57	\$9.67	\$9.77	\$9.87	\$9.97	\$10.07
Front Desk Attendants															
Head Counselors															
Lead Teacher															
RC13: WSI Aide	\$9.00	\$9.10	\$9.20	\$9.30	\$9.40	\$9.50	\$9.60	\$9.70	\$9.80	\$9.90	\$10.00	\$10.10	\$10.20	\$10.30	\$10.40
RC14: Team Leaders	\$9.46	\$9.56	\$9.66	\$9.76	\$9.86	\$9.96	\$10.06	\$10.16	\$10.26	\$10.36	\$10.46	\$10.56	\$10.66	\$10.76	\$10.86
RC15: Office Assistant	\$9.72	\$9.82	\$9.92	\$10.02	\$10.12	\$10.22	\$10.32	\$10.42	\$10.52	\$10.62	\$10.72	\$10.82	\$10.92	\$11.02	\$11.12
WSI															
RC16: Building Monitor	\$9.98	\$10.08	\$10.18	\$10.28	\$10.38	\$10.48	\$10.58	\$10.68	\$10.78	\$10.88	\$10.98	\$11.08	\$11.18	\$11.28	\$11.38
League Supervisor															
Rascal Room Supervisor															
Receptionist															
Recreation Leaders															
RC17:	\$10.24	\$10.34	\$10.44	\$10.54	\$10.64	\$10.74	\$10.84	\$10.94	\$11.04	\$11.14	\$11.24	\$11.34	\$11.44	\$11.54	\$11.64
RC18:	\$10.35	\$10.45	\$10.55	\$10.65	\$10.75	\$10.85	\$10.95	\$11.05	\$11.15	\$11.25	\$11.35	\$11.45	\$11.55	\$11.65	\$11.75
RC19:	\$10.51	\$10.61	\$10.71	\$10.81	\$10.91	\$11.01	\$11.11	\$11.21	\$11.31	\$11.41	\$11.51	\$11.61	\$11.71	\$11.81	\$11.91
RC20: After Before School Supervisor	\$10.77	\$10.87	\$10.97	\$11.07	\$11.17	\$11.27	\$11.37	\$11.47	\$11.57	\$11.67	\$11.77	\$11.87	\$11.97	\$12.07	\$12.17
Front Desk Supervisor															
Head Lifeguard															
Rental Coordinator															
Day Camp Supervisor															
RC21:	\$11.03	\$11.13	\$11.23	\$11.33	\$11.43	\$11.53	\$11.63	\$11.73	\$11.83	\$11.93	\$12.03	\$12.13	\$12.23	\$12.33	\$12.43
RC22: Deck Supervisor	\$11.56	\$11.66	\$11.76	\$11.86	\$11.96	\$12.06	\$12.16	\$12.26	\$12.36	\$12.46	\$12.56	\$12.66	\$12.76	\$12.86	\$12.96
RC23: Marketing Coordinator / Travel Aide	\$12.61	\$12.71	\$12.81	\$12.91	\$13.01	\$13.11	\$13.21	\$13.31	\$13.41	\$13.51	\$13.61	\$13.71	\$13.81	\$13.91	\$14.01
RC24:	\$13.13	\$13.23	\$13.33	\$13.43	\$13.53	\$13.63	\$13.73	\$13.83	\$13.93	\$14.03	\$14.13	\$14.23	\$14.33	\$14.43	\$14.53
RC25:	\$13.66	\$13.76	\$13.86	\$13.96	\$14.06	\$14.16	\$14.26	\$14.36	\$14.46	\$14.56	\$14.66	\$14.76	\$14.86	\$14.96	\$15.06
RC26:	\$14.18	\$14.28	\$14.38	\$14.48	\$14.58	\$14.68	\$14.78	\$14.88	\$14.98	\$15.08	\$15.18	\$15.28	\$15.38	\$15.48	\$15.58
RC27: Senior Activities Coordinator	\$14.71	\$14.81	\$14.91	\$15.01	\$15.11	\$15.21	\$15.31	\$15.41	\$15.51	\$15.61	\$15.71	\$15.81	\$15.91	\$16.01	\$16.11
RC28:	\$15.23	\$15.33	\$15.43	\$15.53	\$15.63	\$15.73	\$15.83	\$15.93	\$16.03	\$16.13	\$16.23	\$16.33	\$16.43	\$16.53	\$16.63
RC29: Pool Manager A	\$15.76	\$15.86	\$15.96	\$16.06	\$16.16	\$16.26	\$16.36	\$16.46	\$16.56	\$16.66	\$16.76	\$16.86	\$16.96	\$17.06	\$17.16
RC30: Pool Manager B	\$16.28	\$16.38	\$16.48	\$16.58	\$16.68	\$16.78	\$16.88	\$16.98	\$17.08	\$17.18	\$17.28	\$17.38	\$17.48	\$17.58	\$17.68
RC31:	\$16.81	\$16.91	\$17.01	\$17.11	\$17.21	\$17.31	\$17.41	\$17.51	\$17.61	\$17.71	\$17.81	\$17.91	\$18.01	\$18.11	\$18.21
RC32:	\$17.88	\$17.98	\$18.08	\$18.18	\$18.28	\$18.38	\$18.48	\$18.58	\$18.68	\$18.78	\$18.88	\$18.98	\$19.08	\$19.18	\$19.28
WSI / LTS Private Lessons	\$18.00	\$18.10	\$18.20	\$18.30	\$18.40	\$18.50	\$18.60	\$18.70	\$18.80	\$18.90	\$19.00	\$19.10	\$19.20	\$19.30	\$19.40
Group Exercise Instructor A															
WSI / LTS Semi-Private Lessons	\$22.00	\$22.10	\$22.20	\$22.30	\$22.40	\$22.50	\$22.60	\$22.70	\$22.80	\$22.90	\$23.00	\$23.10	\$23.20	\$23.30	\$23.40
Group Exercise Instructor B															

31.02 (E)
Ord 182-17
Exh. A

ORDINANCE NO. 183-17

AN ORDINANCE AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$66,500.00 TO EPIC AVIATION LLC FOR THE PURCHASE OF JET-A FUEL AT THE MEDINA MUNICIPAL AIRPORT.

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the expenditure of not to exceed \$66,500.00 is hereby authorized to Epic Aviation LLC for the purchase of Jet-A fuel at the Medina Municipal Airport.

SEC. 3: That the funds to cover this expenditure are available in Account No. 547-0650-53314.

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

ORDINANCE NO. 184-17**AN ORDINANCE AMENDING SECTIONS 943.04(K) AND 943.11, SCHEDULE OF CHARGES AND FEES OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO INTERMENTS OF MUNICIPAL CEMETERIES.**

WHEREAS: That 943.04(k) of the codified ordinances of the City of Medina, Ohio presently reads, in part, as follows:

943.04 INTERMENTS.

(k) No interments are permitted on Sundays, legal holidays, or holidays observed by the City of Medina except as required by law or to conform to religious requirements or regulations of the Health Department.

WHEREAS: That 943.11 off the codified ordinances of the City of Medina, Ohio presently reads as follows:

943.11 SCHEDULE OF CHARGES AND FEES. (2012)

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$550.00	\$650.00
B	per grave	\$750.00	\$850.00
C	per grave	\$650.00	\$750.00
Cremains Section	per grave	\$200.00	\$250.00
Baby Section	per grave	\$200.00	\$250.00
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8			
Baby Section: Single grave only, available in sequential order			
INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered)
Adult	\$500.00	\$650.00	\$750.00
Cremains Section	\$250.00	\$350.00	\$500.00
Baby Section	\$250.00	\$350.00	\$500.00
Crypt Sealing	\$150.00	\$250.00	\$400.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$1,050.00	\$300.00	\$400.00
FOUNDATION FEES:			
A fee of \$0.50 shall be charged per square inch of surface material of concrete. All footers shall			

have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.

COLUMBARIUM/NICHE WALL: (cremains interments only)

One (1) Niche - \$950.00

Interment - \$250.00 per opening (max. two (2) per Niche)

Engraving - actual cost

ADDITIONAL SERVICES:

1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules.
2. There shall be a \$50.00 charge for chapel use for a funeral or memorial service.
3. Endowment Fee. There shall be a one (1) time Special Lot Endowment Fee of \$1,000.00 to provide for special care of a grave or lot on Memorial Day and Christmas.
4. There shall be a \$30.00 Transfer of Lot Fee for all lot transfers.

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

SEC. 1: That Section 943.04(k) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

943.04 INTERMENTS.

(k) No interments are permitted on Sundays, legal holidays, or holidays observed by the City of Medina except as required by law or to conform to religious requirements or regulations of the Health Department or as approved by the Director of Public Service.

SEC. 2: That Section 943.11 of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

943.11 SCHEDULE OF CHARGES AND FEES. (2018)

LOT FEES PER GRAVE			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$550.00	\$650.00
B	per grave	\$750.00	\$850.00
C	per grave	\$650.00	\$750.00
Cremains Section	per grave	\$200.00	\$250.00
Baby Section	per grave	\$200.00	\$250.00
DESCRIPTION OF SALEABLE LOTS			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8			
Baby Section: Single grave only, available in sequential order			
INTERMENT FEES			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered), and Approved Holidays

Adult	\$500.00	\$650.00	\$750.00
Cremains Section	\$250.00	\$350.00	\$500.00
Baby Section	\$250.00	\$350.00	\$500.00
Crypt Sealing	\$150.00	\$250.00	\$400.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$1,050.00	\$300.00	\$400.00
FOUNDATION FEES:			
A fee of \$0.50 shall be charged per square inch of surface material of concrete. All footers shall have a two inch (2") border around the entire base. Flush markers shall not have a mandatory border.			
COLUMBARIUM/NICHE WALL: (cremains interments only)			
One (1) Niche - \$950.00 Interment - \$250.00 per opening (max. two (2) per Niche) Engraving - actual cost			
ADDITIONAL SERVICES:			
1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules. 2. There shall be a \$50.00 charge for chapel use for a funeral or memorial service. 3. Endowment Fee. There shall be a one (1) time Special Lot Endowment Fee of \$1,000.00 to provide for special care of a grave or lot on Memorial Day and Christmas. 4. There shall be a \$30.00 Transfer of Lot Fee for all lot transfers. Ord. 187-17			

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: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

Effective date:

ORDINANCE NO. 185-17

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH
EMH&T TO CONDUCT ENVIRONMENTAL SERVICES FOR
THE CHAMPION CREEK MULTI-PURPOSE PATH.**

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 an Agreement with EMH&T to conduct environmental services for the Champion Creek Multi-Purpose Path.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That the funds to cover this Agreement, in the amount of \$10,200.00 are available in Account No. 108-0610-54411.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

Clerk of Council

APPROVED: _____

SIGNED: _____

Mayor



Ord. 185-17
EXH. A

November 22, 2017

Mr. Patrick Patton, PE
City Engineer
City of Medina
132 N. Elmswood Avenue
Medina, Ohio 44256

Subject: Proposal for Environmental Services for the MED-Champion Creek (PID 95489), City of Medina Project #968

Dear Mr. Patton,

EMH&T is pleased to submit our proposal to conduct environmental services for the proposed Champion Creek bicycle and streetscape enhancements in the City of Medina, Medina County, Ohio. The project consists of the installation of approximately 0.95 miles of 5-foot wide bike lanes within the existing paved surface of S. Court Street; the installation of approximately 0.49 miles of signed, shared use path along S. Court Street, Lafayette Road, S. Broadway Street, and Grant Street; Installation of Streetscape

The project has funding through the Ohio Department of Transportation (ODOT) and must follow the ODOT-Local Public Agency (LPA) process. As such, the project must follow the applicable laws and regulations of the National Environmental Policy Act (NEPA), following ODOT's environmental process. In order to obtain "environmental clearance" from ODOT, EMH&T will perform the following services, adhering to ODOT's procedures, protocols and guidance documents:

*Note that the services below generally follow the SCOPE OF SERVICES document provided to EMH&T on November 17, 2017. In order to satisfy ODOT's NEPA requirements, a Property Owner Notification/Public Involvement Letter (following ODOT's minimal Public Involvement standards) and an Ecological Exempt Form (to document no ecological resource impacts) must also be completed.

C2 Level Categorical Exclusion Document

Based on the *Programmatic Categorical Exclusion Agreement* between FHWA and ODOT (February 13, 2015), it is assumed the project can be cleared as a Level C2 Categorical Exclusion. As such, EMH&T will prepare a C2 Form for the project using ODOT's EnviroNet platform. Efforts include ensuring that appropriate documentation (i.e. location mapping, photo log, drinking water mapping, FEMA mapping, EJ/UP mapping, etc.) will be uploaded to the on-line Project File as necessary. A full Purpose and Need statement is not required, but a brief statement of the project's purpose will be included in the project description. Details about utilities and right-of-way must also be included in the project description, per recent direction by ODOT. Per our discussion with ODOT-District 3 environmental staff, the project description also needs to include a discussion regarding how this proposed project has "independent utility" (i.e. that is a single and complete project that can be constructed absent the construction of other projects in the project area).

November 22, 2017

Public Involvement

Property Owner Notification/Public Involvement Letters

Following ODOT's *Public Involvement Manual*, a project of this type must include mailing of a property owner notification letter with the standard ODOT public involvement (PI)/request for public input language. The letters must be mailed to all property owners adjacent to the project area. EMH&T will prepare these letters, a mailing address list, and project location aerial mapping (for inclusion with the letters). The letters will include the required ODOT NEPA Assignment language. The draft letters will be provided to the City for their review and to put on City letterhead. EMH&T will be responsible for mailing the letters.

Newspaper Advertisement

Per the provided SCOPE OF SERVICES document, and in keeping with ODOT's PI requirements, the City will run a newspaper advertisement about the project and will allow for the 30 days of public comment. EMH&T will prepare the project description for the newspaper advertisement, which will include the required ODOT NEPA Assignment language. The City will be responsible for posting and paying for the news ad.

Regulated Materials Review (RMR)

EMH&T will perform a Regulated Materials Review (RMR) following ODOT's *Regulated Materials Review Guidelines* (July, 2017) and any subsequent updates that are expected in January 2018. This scope and fee covers the existing database review and preparation of the RMR Form.

If any sites are identified that require a Phase I or II Environmental Site Assessment (ESA), EMH&T can provide a separate proposal for this service.

Section 106 Scoping Request Form

EMH&T will prepare a Section 106 Scoping Request Form (SRF) package per ODOT standards. This document will include sufficient photographs to accurately document the existing conditions of the project corridors.

The project is located in the Medina Public Square Historic District. Based on our conversation with ODOT-District 3 environmental staff, the SRF must also include documentation of coordination with the local historic office, and written confirmation that the office has no concerns about this project. EMH&T will draft the letter for the local historic office and provide it to the City. The City will be responsible for getting the appropriate signatures on the letter from the local historic office (since it is expected this will be the quickest route to getting the necessary written confirmation).

This scope and fee does not cover any cultural resources surveys or documentation beyond the scope discussed above. If any additional Historic/Architecture surveys or other cultural resources documentation is required, EMH&T can provide a separate proposal for these services.

****The Historic District is a Section 4(f) resource and will be subject to Section 4(f) coordination and documentation. It is assumed that ODOT will handle all Section 4(f) coordination/documentation for this project. If EMH&T needs to assist in any Section 4(f) coordination, a separate proposal can be provided for this service.***

November 22, 2017

Ecological Exempt Form

ODOT will require that the necessary documentation for ecological resources and impacts be prepared for this project. Based on the urban nature of the project area, it is anticipated that ODOT's Ecological Exempt Form will apply to this project. This assumes that no impacts (temporary or permanent) to Champion Creek will occur as a result of this project. EMH&T will conduct the necessary agency coordination (for Threatened and Endangered species record reviews) and a site investigation to confirm the absence of sensitive ecological resources in the project area. This will be documented on the Ecological Exempt Form, which will be uploaded to the EnviroNet Project File.

This scope and fee does not cover any ecological investigations beyond the scope discussed above. If any additional ecological documentation is required, EMH&T can provide a separate proposal for these services.

FEES

We propose to furnish the above-described services for the following not to exceed fees (these fees include reimbursable direct costs, such as mileage, reprography costs, etc.):

<u>Scope of Services</u>	
C2 Level Categorical Exclusion Document	\$ 3,900
Public Involvement	\$ 1,000
Regulated Materials Review (RMR)	\$ 1,200
Section 106 Scoping Request Form	\$ 2,400
Ecological Exempt Form	\$ 1,700
Total	\$ 10,200

INVOICING

Invoices for the aforementioned services shall be due and payable within thirty (30) days of issuance. In the event that payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month.

RIGHT-OF-ENTRY

It is understood that the Client hereby grants EMH&T, Inc. or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject project.

TERMS AND CONDITIONS OF PROFESSIONAL SERVICE

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall

City of Medina
Environmental Services: MED-Champion Creek (PID 95489)
City of Medina Project # 968

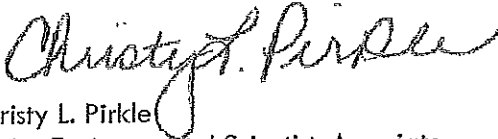
November 22, 2017

constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me directly at (614) 775-4516.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



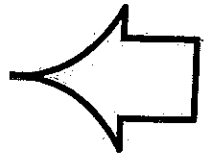
Christy L. Pirkle
Senior Environmental Scientist, Associate

Acceptance and Authorization to Proceed

Authorized Signature

Client Name

Print Name and Date



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ORDINANCE NO. 186-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO MODIFICATION #1 TO THE ENGINEERING SERVICES AGREEMENT WITH DLZ-OHIO, INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE SOUTH ELMWOOD BRIDGE REPLACEMENT PROJECT.

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 Modification #1 to the Engineering Services Agreement with DLZ-Ohio, Inc. (Reference Ord. No. 121-13, passed July 8, 2013) for engineering and design services for the South Elmwood Bridge Replacement Project.
- SEC. 2:** That that a copy of Modification #1 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That the funds to cover the modification, in the estimated amount of \$35,242.00 are available in Account No. 108-0610-54411.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

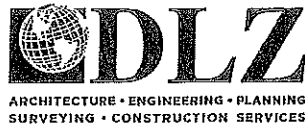
PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

ORD. 186-17
Exh. A

November 8, 2017

Mr. Patrick Patton, P.E., City Engineer
City of Medina
132 North Elmwood Drive
Medina, OH 44256-1894

Re: City of Medina Project #925
2013 Bridge Replacement and Repair Program
Engineering Services Proposal/Agreement – modification #1

Dear Mr. Patton:

We are pleased to submit this proposal for modification to our Engineering Services agreement for the above referenced project as further defined below.

GENERAL

The project includes the replacement of the South Elmwood Avenue Bridge. DLZ's most recent efforts on this project include the Stage 3 Plan submittal on November 24, 2014.

SCOPE OF WORK

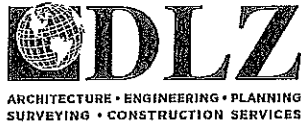
1. Based on comments received from the City of Medina on November 2, 2017, the following tasks are anticipated to complete the proposed work:
2. Refer to the "**Exhibit B**" for the Scope of Services for this project.

The City shall provide:

- Coordination with the City's police department and other pertinent city services.

SCHEDULE

Refer to the "**Exhibit B**" for the anticipated schedule for this project.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Medina Project #925
Engineering Services Proposal/Agreement -- modification #1
Page 2 of 3

FEE

The engineering services described in this agreement will be performed for the following lump sum amounts, which shall constitute the additional fee:

TASK DESCRIPTION	FEE
South Elmwood Ave. Bridge	
Investigative Phase	
Update Hydraulic and Scour Analysis	\$ 3,365
Subtotal Investigative Phase	\$ 3,365
Detailed Design Phase	
Modify Detailed Bridge Design & Plans	\$ 31,877
Subtotal Detailed Design Phase	\$ 31,877
Total South Elmwood Ave. Bridge	\$ 35,242

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions enclosed in "Exhibit A" are incorporated into and made part of this Proposal. The "Owner" referred to in the Standard Terms and Conditions means "City of Medina".

CLOSING STATEMENT

If the scope of work and fee contained herein meets with your approval, DLZ will commence work upon receipt of a signed agreement and written authorization to proceed.

Thank you for the opportunity to submit this proposal. Please do not hesitate to call should you have any questions or comments or require any clarifications.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Medina Project #925
Engineering Services Proposal/Agreement -- modification #1
Page 3 of 3

Respectfully submitted,

DLZ OHIO, INC.

Vickie L. Wildeman, P.E.
Vice President

11/8/2017

(Date)

Matthew J. Lawler, P.E.
Project Manager

11/8/2017

(Date)

AGREED AND ACCEPTED:

Honorable Dennis Hanwell
Mayor, City of Medina

(Date)

Exhibit(s): Exhibit A - Standard Terms and Conditions
 Exhibit B - Scope of Services

EXHIBIT [A]
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. **CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. **MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. **INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. **LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

15. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. **STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. **SHOP DRAWINGS:** DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.

Exhibit B - SCOPE OF SERVICES

**Engineering Design Services – Modification #1
for
City of Medina
Project #925
2013 Bridge Replacement and Repair Program**

SECTION I – BASIC SCOPE OF SERVICES

The following constitutes the basic scope of services for the project to provide detailed design for the South Elmwood Avenue Bridge.

1. The work will include the following work tasks:

Investigative Phase (Lump Sum)

- a. Perform a revised hydrologic and hydraulic analysis and scour analysis for revised bridge. Prepare a letter report to present the results of these analyses.
- b. Modify and supplement the previously submitted design and construction plans per the November 2, 2017 letter from the City. Update the plans from 2013 Specifications to 2016 Specifications. Provide an updated construction cost estimate. Perform an internal review of the submittal prior to submittal to the City.
- c. Submit the following items to the City for review and approval:
 - i. Hydraulic report (1-PDF emailed)
 - ii. Stage 2 Plan Set (1-PDF emailed)

Detailed Design Phase (Lump Sum)

- d. Redesign the 3-sided bridge to include a pedestrian sidewalk on the east side of the bridge, to be 6-feet wide with an 8-inch high curb. The bridge width, previously 32-feet out-to-out, will increase to 38-feet out-to-out. Design will utilize Load and Resistance Factor Design (LRFD) based on the results of the previously completed subsurface investigation report.
- e. Design new revised superstructure using LRFD and provide a hydraulic opening that complies with the results of the updated hydraulic report.
- f. The following plan sheets are anticipated:
 - i. Replace/redo the ODOT style Title sheet with the City's requested sheet style (1-sheet).

- ii. Revise the Site Plan sheet
 - iii. Revise the General Notes; expand the MOT notes to include requirements for maintaining two-way traffic on W. Smith Rd. during construction
 - iv. Revise the Estimated Quantity Sheet
 - v. Add a Detour Plan and Detour Notes Sheet
 - vi. Add a Removal Details sheet; include details for removal of the existing pedestrian bridge, removal of existing railings, and any related repairs to tops of existing channel walls to remain
 - vii. Revise the Culvert Layout Sheet and possibly split into two sheets
 - viii. Revise the Culvert Footing Details Sheet and possibly split into two sheets
 - ix. Revise the Culvert Elevation & Details Sheet
 - x. Revise the Culvert Pavement Details Sheet and possibly split into two sheets to include details of sidewalk and curb
 - xi. Revise the Approach Pavement Details; add details for curb returns and curb ramp for sidewalk
 - xii. Add a Railing Details Sheet; include details for replacement of existing railing atop existing channel walls with new steel tube railing similar to the railing on the bridge
 - xiii. Add a Miscellaneous Details Sheet; include details for construction of a cast-in-place junction chamber at the northeast corner of the bridge; junction chamber will tie the existing three (3) 18-inch storm sewers into a single outlet pipe oriented downstream and include a standard manhole casting up top for access and maintenance
- g. Prepare an updated construction cost estimate for the proposed work.
- h. Complete an internal review of the submittal items prior to submittal.
- i. Submit the following items to the City for review and approval:
- i. 95% Plans, Specs, & Cost Estimate (1-PDF emailed)
 - ii. 100% Plans, Specs, & Cost Estimate (1-PDF emailed)

SECTION II - SCHEDULE

The following table shows the anticipated duration for the task order's submittal and its occurrence from receipt of the official Notice to Proceed (NTP). DLZ assumes 20-business day review periods by the City.

Milestone	Estimated Duration	Business Days from NTP
Notice to Proceed (NTP)	0	0
Investigative Services - submittal	30	30
Detailed Design (95%) - submittal <i>includes design & City review time</i>	30	60
Detailed Design (100%) - submittal	10	70

ORDINANCE NO. 187-17

**AN ORDINANCE AMENDING ORDINANCE NO. 167-16,
PASSED DECEMBER 12, 2016.** (Amendments to 2017 Budget)

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

SEC. 1: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0420-55215 (Shade Tree)	779.28 *
901-0920-56612 (Refunds-CCA)	21,208.71 *
150-0101-53315	1,726.00 *
109-0705-50111 (Probation Supervision Grant)	30,000.00 *
109-0705-51121 (Probation Supervision Grant)	6,500.00 *
109-0705-52211 (Probation Supervision Grant)	500.00 *
110-0302-56615 (ODNR-NatureWorks Grant)	40,000.00 *
386-0661-54414 (Guilford Bridge Grant)	148,854.00 *
938-0940-56612 (Bid/Performance Bonds-Refunds)	104,826.00 *
301-0303-54412 (General Purpose Capital)	10,000.00 *
301-0720-53322 (General Purpose Capital-Eng House)	20,000.00 *
301-0720-53322 (General Purpose Capital-Eng House)	10,000.00 *
301-0707-54411 (General Purpose Capital-Land/Imp)	10,000.00 *
139-0456-52215 (HOME-CHIP CFDA-Contr Services)	208,000.00 *
138-0456-50111 (CDBG-CHIP CFDA-Salaries)	2,000.00 *
138-0456-51121 (CDBG-CHIP CFDA-Retirement)	250.00 *
138-0456-52215 (CDBG-CHIP CFDA-Contractual Service)	258,000.00 *
138-0404-52215 (PY 14 Contractual Services)	26,000.00 *
819-0220-52215 (Cemetery Endowment)	500.00 *
820-0225-56612 (Cemetery Investment)	500.00 *
902-0355-52214 (Bicentennial-Advertising)	6,000.00
902-0355-53311 (Bicentennial-Office Supplies)	6,000.00
637-0920-56612 (Agency-Refunds – Gazebo Rentals)	12,000.00 *
547-0670-54411 (FY16-21 Land Improvements)	10,000.00 *
676-0746-54413 (Mechanic)	15,000.00
676-0746-54413 (Mechanic)	5,500.00
102-0145-53322 (Traffic Control)	15,000.00
102-0145-53322 (Traffic Control)	15,000.00
102-0610-50111 (Salaries)	30,000.00
102-0610-50111 (Salaries)	30,000.00
001-0707-56615 (Gen Admin-Advances Out)	4,858,079.00 *
301-0707-56615 (Gen Purp Cap-Advances Out)	800,000.00 *
307-0707-56615 (Fire Cap-Advances Out)	360,000.00 *
428-0210-56615 (Special Assess-Advances Out)	8,000.00 *

547-0650-56615 (Airport-Advances Out)	535,000.00 *
125-0404-56615 (PY14 CDBG-Advance Out)	675,000.00 *
129-0405-56615 (PY14 CHIP-Advance Out)	100,000.00 *
138-0404-56615 (CDBG-CHIP Fund-Advance Out)	305,500.00 *
139-0404-56615 (HOME-CHIP (#139)-Advance Out)	794,500.00 *
109-0670-56615 (Grants (#109)-Advance Out)	844,504.00 *
380-0502-56615 (Issue 2 Projects Fund-Advance Out)	250,000.00 *
386-0673-56615 (Issue 2 Projects Fund-Advance Out)	406,000.00 *
386-0673-56615 (Fed Hwy Grant Fund-Advance Out)	742,500.00 *

SEC. 2: That Ordinance No. 167-16, passed December 12, 2016, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
301-0720-54412 (General Purpose Capital)	20,000.00
902-0355-53313 (Bicentennial Operating)	6,000.00
902-0355-53313 (Bicentennial Operating)	6,000.00
676-0746-53315 (Mechanic)	15,000.00
676-0746-53321 (Mechanic)	5,500.00
102-0615-50111 (Traffic Control)	15,000.00
102-0615-50112 (Traffic Control)	15,000.00
102-0615-53311 (Salaries)	30,000.00
102-0615-53321 (Salaries)	30,000.00

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. 188-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR DENTAL AND LIFE INSURANCE BENEFITS 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 with Medical Mutual of Ohio to provide dental and life insurance for the employees of the City of Medina, Ohio for the year 2018.
- SEC. 2:** That a copy of the 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 so that employees may receive new insurance cards before the beginning of 2018; 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



MEDICAL MUTUAL®

Proposal For:

City of Medina (Akron Chamber of Commerce)

Effective Date: 1/1/2018

End Date: 12/31/2018

County: Medina

State: Ohio

Quote ID: 0055600-05

Tuesday, November 28, 2017

10:04 AM



MEDICAL MUTUAL®

Group Name: City of Medina (Akron Chamber of Commerce)
Effective Date: January 1, 2018

Benefit Highlights & Premium Rates		
Product / Network	SuperMed Plus	
HSA Option	No	
Includes Major Med. Rx?	No	
Deductible Type	NETWORK	NON-NETWORK
	Embedded	
Single Deductible	\$500	\$1,000
Family Deductible	\$1,000	\$2,000
Employer Coinsurance %	80%	60%
Single Out of Pocket (Excludes Deductible)	\$500	\$2,000
Family Out of Pocket (Excludes Deductible)	\$1,000	\$4,000
Single Maximum Out of Pocket	\$1,000	\$3,000
Family Maximum Out of Pocket	\$2,000	\$6,000
Office Visit	\$20	80% After Deductible
Specialist Office Visit	\$40	80% After Deductible
Urgent Care Office Visits	\$20	60% After Deductible
Emergency Room Visits**	\$100	
Inpatient Services	80% After Deductible	60% After Deductible
Comments		

Rates Effective 1/1/2018 - 12/31/2018:		
Single	Enrolled	Rates
Family	38	\$635.10
Total	87	\$1,587.75
	125	\$1,947.217

*Medical rates do not include Rx for Non Major Medical Rx plans.

Rates include broker commission of \$11.00 PEPM based on Medical LOB only.

Group Official Plan/Rate Selections:	Initial Here
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MEDICAL MUTUAL®

Group Name: City of Medina (Akron Chamber of Commerce)
Effective Date: January 1, 2018

Prescription Drug Card Benefit Highlights	
Single Deductible	
Family Deductible	
Generic Copay	RETAIL \$15.00
Formulary Copay	\$30.00
Non-Formulary Copay	\$50.00
4th Tier Copay	
Generic Copay	MAIL \$30.00
Formulary Copay	\$60.00
Non-Formulary Copay	\$100.00
4th Tier Copay	
Comments	OTHER

Rates Effective 1/1/2018 - 12/31/2018:		
Single	Enrolled	Rates
Family	38	\$141.78
Total	87	\$354.45
	125	\$434.697

Rates include broker commission of \$1.00 PEPM based on Medical LOB only.

Group Official Plan/Rate Selections	Initial Here
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MEDICAL MUTUAL®

Group Name: City of Medina (Akron Chamber of Commerce)
Effective Date: January 1, 2018

Dental Benefit Highlights & Premium Rates	
Product	Traditional
General Benefits	
Benefit Period Maximum	
Benefit Period Deductible Single	NETWORK \$1,000 NON-NETWORK \$1,000
Benefit Period Deductible Family	NETWORK \$25 NON-NETWORK \$25
Employer Coinsurance % - Preventive	NETWORK 80% NON-NETWORK 80%
Employer Coinsurance % - Basic	NETWORK 80% NON-NETWORK 80%
Employer Coinsurance % - Major	NETWORK 80% NON-NETWORK 80%
Orthodontics	
Orthodontics coverage included?	NETWORK NON-NETWORK
Ortho Lifetime Maximum	Child \$1,000
Ortho Employer Coinsurance %	60%
Other Benefit Descriptions	

Rates Effective 1/1/2018 - 12/31/2018:	
Single	Enrolled Rates
Family	38 \$32.08
Total	87 \$91.45
	125 \$110.177

Rates include broker commission of \$11.00 PEPM based on Medical LOB only.

Group Official Plan/Rate Selections	Initial Here
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Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

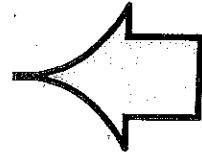
Date: _____

* Some non-network services will be covered at a coinsurance less than what is shown.

** Emergency room visits that do not qualify as an emergency may be covered at a lesser amount. Coverage for emergency visits and emergency services may vary. In accordance with Ohio law, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans. 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. Rates reflect the federally mandated fees. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period.

Rates and premiums for periods beginning January 1, 2020 do not include potential or actual exposure due to section 4680 of the Internal Revenue Code - Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

The limiting age for dependent children is 26, except in the case of physical or intellectual disability.



City of Medina (Akron Chamber of Commerce)

1/1/2018

Disclaimers & Contingencies

- 1 Proposal expires in 60 days or upon effective date.
- 2 Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- 3 Rates are subject to change if enrollment varies by more than 10% from 125 contracts quoted.
- 4 Ancillary coverages will be packaged with Medical coverage and not sold separately.
- 5 Final rates are subject to underwriting approval, based on benefit plans, contribution, participation, and medical data for members exceeding 50% of specific deductible or pooling limit which must be received no later than 20 days before effective date.
- 6 Disclosure of disabled participants is required.
- 7 Misrepresentation may result in rescission of coverage.
- 8 Rates include standard reporting and administration.
- 9 Alternate Funding programs (Administrative Services or Minimum Premium) require minimum average enrollment of 100 contracts.
- 10 Upon termination, a run-out processing fee equal to three months of administration fees will be charged.
- 11 Quote is contingent on group joining the Akron Chamber of Commerce.
- 12 Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 13 Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 14 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.
- 15 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.
- 16 This offer includes wellness funds in the amount of \$3,000 for this contract period. Wellness funds must be spent during this contract period and do not carry-over to subsequent contract periods. Refer to the contract for more specifics regarding the wellness fund.
- 17 The addition of a specialty drug copay of 25% up to a maximum of \$250 to any Rx Card that does not have a specialty drug copay currently would reduce fully-insured rates and/or self-funded claims projection up to 3.50% for the drug line of business.
- 18 The limiting age for dependent children is 26, except in the case of physical or intellectual disability.
- 19 Compound drugs are excluded from coverage under stop loss when the plan sponsor does not participate in the Pharmacy Benefit Managers compound drug management program or for drugs that are compounded using bulk chemicals that do not have any clinical efficacy and that would have been excluded under MMO's compound management program.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

November 28, 2017

Dear Group Official,

Thank you for the opportunity to tell you about Consumers Life Insurance Company. Medical Mutual of Ohio, Consumers Life Insurance Company's parent company, is one of the oldest and most respected health insurance companies in the nation, recognized as an early pioneer of the concept of prepaid health insurance. As a leader and innovator, Medical Mutual has adapted to the changing needs of the healthcare industry, and Consumers Life carries this mission on by partnering with its customers to understand their business issues and needs in the life and disability arena. And, as a mutual insurance company, Medical Mutual is owned and operated for the benefit of our members, with products and services designed in your best interests. Unlike publicly traded insurance companies that must operate to maximize their financial return, we do not answer to stockholders and Wall Street analysts.

The following pages show how Consumers Life can customize an insurance program to provide the most benefits to CITY OF MEDINA and its Employees. No matter what your needs may be, Consumers Life and your broker will work with you to find the best coverage options. If you have any questions regarding the enclosed Materials, please contact your Consumers Life representative or broker.

Sincerely,

Abby O'Brien
Director of Sales



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

Schedule of Benefits

Class	Benefit Classification	Life and AD&D Benefit
1	ALL ELIGIBLE FULL-TIME EMPLOYEES WORKING 30 HOURS PER WEEK	\$25,000

Basic Life and AD&D

1. Benefits reduce by 50% upon the Employee's attainment of age 70. Benefits terminate at retirement.
2. Benefits are rounded to the next higher multiple of \$1,000.
3. Evidence of insurability is required on amounts which exceed \$25,000 and on all Late Applicants for Contributory coverage.
4. All Life and AD&D Coverage is 24 hour coverage.
5. A Waiver of Premium benefit is included with this Life Insurance quote.
6. An Accelerated Death Benefit is available for benefit amounts of \$20,000 or higher.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

Schedule of Benefits

Supplemental Life Benefit

Employee	Increments of \$25,000, to a maximum of \$100,000, not to exceed five times Base Annual Salary.
Dependent Spouse	Increments of \$5,000, to a maximum of \$50,000 not to exceed 50% of the Employee amount.
Dependent Child	Increments of \$2,000, to a maximum of \$10,000 not to exceed 50% of the Employee amount.

Supplemental Life

- Benefits reduce by 35% upon the Employee's attainment of age 65, and further reduce to 50% of the face amount upon the Employee's attainment of age 70. Benefits terminate at retirement.
- Benefits are rounded to the next higher multiple of \$1,000.
- Evidence of insurability is required on amounts which exceed the amount listed below and on all Late Applicants for Contributory coverage.

Employee	\$50,000
Dependent Spouse	\$20,000
Dependent Child	\$10,000
- Consumers Life will provide Supplemental coverage, without evidence of insurability, for the current benefit amounts in effect on the day immediately preceding Our Policy effective date for the Insured, spouse, and Dependent child(ren) who were eligible and insured under the prior carrier's plan as of that date. All other benefit amounts, including benefit amount increases effective on or after that date, are subject to satisfactory evidence of insurability and the terms of the Consumers Life Policy.
- All Life and AD&D Coverage is 24 hour coverage.
- A Waiver of Premium benefit is included with this Life Insurance quote.
- An Accelerated Death Benefit is available for benefit amounts of \$20,000 or higher.
- Includes Portability for Supplemental Life up to a maximum of \$100,000 for the Employee, \$50,000 for the Dependent Spouse and \$10,000 for the Dependent Child.
- Premium for Supplemental Life for the Dependent spouse is calculated based on the Employee's date of birth.
- Age banded rates are adjusted on the Employee's date of birth.
- Employees may only elect the Supplemental benefits for the Dependent Spouse and Dependent Child if they have elected and are approved for the Supplemental Life benefit

Dependent Life

- Dependent Child benefit shown above is for children age 14 days and over.
- Dependent Child benefit for children from live birth to age 14 days shall be \$0.
- Benefits will terminate at Employee retirement.



Group Name: CITY OF MEDINA
 Proposal Effective Date: 01/01/2018
 Proposal Number: 5731305
 Channel: SPCH

Cost Summary

Benefit	Number of Lives	Monthly Rate	Volume	Monthly Cost
Basic Life Insurance	125	\$0.19 per \$1,000	\$3,100,000	\$589.00
Basic Accidental Death and Dismemberment	125	\$0.02 per \$1,000	\$3,100,000	\$62.00
TOTAL MONTHLY COST:				\$651.00

Supplemental Life – Employee and Dependent Spouse

Employee Age	Monthly Rate per \$1,000
Under 20	\$ 0.07
20 - 24	\$ 0.07
25 - 29	\$ 0.07
30 - 34	\$ 0.08
35 - 39	\$ 0.10
40 - 44	\$ 0.18
45 - 49	\$ 0.33
50 - 54	\$ 0.52
55 - 59	\$ 0.86
60 - 64	\$ 1.22
65 - 69	\$ 2.11
70 - 74	\$ 3.15
75 and over	\$ 5.75

Dependent Child - \$0.17 per \$1,000 per family unit



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

General Provisions

1. The rates shown will be guaranteed for the initial 24 months following the Policy effective date. This proposal was prepared on 11/28/2017 and will expire on the Proposal Effective date. If a later effective date is desired, rates may be subject to change.
2. Rates are based on the schedule of benefits and census provided. All coverages quoted, except Dependent Life and Supplemental/Voluntary coverages, are Noncontributory and require 100% of the eligible Employees to enroll.
3. If the employer contribution selected on the Application/Participation Agreement is less than 100%, a 34% participation requirement must be met.
4. This proposal illustrates the cost of the insurance program and is based upon the census data provided. This cost may change if there is a significant difference between the initial census data provided and the final census data.
5. This proposal provides only basic information on the features of the Policy. It is not intended to be a complete representation of all terms and provisions of our Policy. In case of conflict between this proposal and the Policy, the terms of the Policy will govern.
6. All actively at Work full-time Employees are eligible for coverage. Actively at Work on a full-time basis means that the Employee is a) performing the Material and Substantial duties of His occupation at the employer's usual place of business or at a location the employer has authorized the Employee to work; b) working a minimum of 30 hours per week on a regularly scheduled basis and c) paid full-time salary or wage.
7. Base Annual Salary means the gross annual compensation prior to before-tax payroll deductions, if any, which an Employee earns from His occupation with His employer; and which was used in the calculation and remittance of premium. It does not include salary from overtime, or any other form of extra pay. If an Employee's salary is based in whole or in part on commissions Base Annual Salary will include the amount paid in commissions. Commissions will be the lesser of the average annual commissions received during the immediately preceding 12 calendar month period of employment with His employer or the average annual commissions received during the period of actual employment with His employer, if employed less than 12 months.
8. This proposal assumes all quoted coverages will be sold.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

About Consumers Life

Consumers Life Insurance Company is a wholly owned subsidiary of Medical Mutual of Ohio, the oldest and largest insurer in the state of Ohio for over 70 years. The 2,700 Consumers Life and Medical Mutual employees provide outstanding customer service to our Policyholders, members, brokers, and benefit managers. We look forward to serving your life and disability insurance needs for many years.

General Provisions

Actively at Work

Being Actively at Work is a requirement for coverage, except as indicated below in the "Transition of Coverage" provision. If an Employee is not Actively at Work on the day His coverage would otherwise be effective, the effective date of His coverage will be the date of His return to Active Work. If an Employee does not return to Active Work, He will not be covered.

Transition of Coverage

Consumers Life Insurance Company agrees to waive the Actively at Work provision for Life, Accidental Death and Dismemberment and Dependent Life Insurance, on a premium paying basis, for Employees:

- a) who are not disabled; and
- b) who are on lay-off, Leave of Absence, or Sabbatical Leave; and
- c) who are being covered by an extension of benefits provision under the prior carrier's policy on the day immediately preceding our Policy effective date; and
- d) who are no longer eligible for coverage under the prior carrier's policy.

Life Insurance, Accidental Death and Dismemberment and Dependent Life will continue under this provision for the balance of the time provided for under the prior carrier's policy, but not to exceed a total of 3 months.

Employees who are disabled prior to the effective date of the Consumers Life Policy should either file and get approved for Waiver of Premium benefits under the prior carrier's policy or exercise their Conversion privilege under the prior carrier's policy in order for their coverage to continue.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

Group Term Life Insurance

Beneficiary

The Employee may name His own beneficiary and may change the beneficiary at any time. The Employee may specify the manner in which He desires the proceeds to be paid.

Conversion Privilege

The Policy contains a Conversion privilege provision which gives an Employee whose Life Insurance terminates or reduces the right to convert to an individual life insurance policy without furnishing evidence of insurability, provided certain conditions are met. The individual Conversion policy will be a whole life policy. It will not contain any disability benefits or AD&D. The request to convert must be made within 31 days following termination of coverage.

Waiver of Premium

Consumers Life may continue the Employee's Life Insurance benefit without the further payment of premium provided:

1. The Employee is insured under the Policy and Actively at Work on or after the effective date of the Policy; and
2. The Employee is under the age of 60; and
3. The Employee provides Consumers Life with satisfactory written Proof of Total Disability within 12 months after the date the Employee became Totally Disabled; and
4. The Employee's Total Disability has continued without interruption for at least 6 months; and
5. The Employee's Total Disability is not caused by an intentionally self-inflicted injury (whether sane or insane); and
6. The Employee's Total Disability does not occur as a result of the commission of, or attempt by the Employee to commit a felony; and
7. The Employee's Total Disability does not result from the Employee driving a Motorized Vehicle while Intoxicated; and
8. The Employee's Total Disability does not result from the Employee riding in a Motorized Vehicle driven by a driver who was Intoxicated; and
9. The Employee is still Totally Disabled when Proof of disability is submitted; and
10. All required premium has been paid.

If Waiver of Premium is approved, the amount of continued insurance is subject to any reduction of benefits as a result of age or amendment to the Policy.

Life Insurance coverage will continue without payment of premium until the Employee is no longer disabled or reaches age 65, whichever occurs first.

Extension of Coverage

If an eligible Employee is no longer Actively at Work as a result of a disability, layoff, Leave of Absence or Sabbatical Leave, he may continue to be eligible for group insurance coverage, except Short Term Disability coverage, as follows:

Disability	Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due
Layoff	Until the end of the month following the month in which the layoff began, provided all premiums are paid when due.
Leave of Absence	Until the end of the month following the month in which the Leave of Absence began, provided all premiums are paid when due.
FMLA	Family Medical Leave of Absence (FMLA)-Until the end of a 12 week period, or longer if required by state law, following the date a Leave of Absence, in compliance with the Family and Medical Leave Act of 1993, began, provided all premiums are paid when due.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

Accelerated Death Benefit

The Accelerated Death Benefit is 75% of the Employee's Group Term Life Insurance amount in force on the date Consumers Life receives Proof the Employee is Terminally Ill. This sum is limited to a maximum of \$225,000 and a minimum of \$15,000. For this benefit, Terminally Ill shall mean an Employee has a life expectancy of 6 months or less, due to a medical condition.

If the Employee's Group Term Life Insurance benefit is subject to an age reduction within 12 months after the date Consumers Life receives Proof, the Accelerated Death Benefit will be 75% of the reduced Group Term Life Insurance benefit.

Consumers Life will pay the benefit during the Employee's lifetime if the Employee or His legal representative elects the benefit and provides Consumers Life with satisfactory Proof that the Employee is Terminally Ill. The benefit is payable in one sum to the Employee. This benefit does not apply to Accidental Death and Dismemberment benefits.

The benefit will not be payable:

1. for any amount of Group Term Life Insurance which is less than \$20,000; or
2. if the Employee's Group Term Life Insurance benefit has been assigned; or
3. if the Employee's Group Term Life Insurance benefit is payable to an irrevocable beneficiary, including notification to Consumers Life that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
4. to retirees.



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
Proposal Number: 5731305
Channel: SPCH

Group Accidental Death & Dismemberment (AD&D)

Consumers Life will pay up to the Principal Sum set forth in the Application/Participation Agreement if an Employee loses His life or a member of His body as a result of an Accident, while insured under the Policy. The amount payable is shown in the table below. The loss must occur within 365 days of the Accident; and the loss must be the direct and sole result of the Accident and independent of all other causes.

TABLE OF LOSSES	% OF PRINCIPAL SUM PAYABLE
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Speech and Hearing	100%
Quadriplegia	100%
Paraplegia	75%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Loss of Thumb and Index Finger (on same hand)	25%
Uniplegia	25%

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to sight, speech and hearing, Loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

Quadriplegia means total Paralysis of both arms and legs. Paraplegia means total Paralysis of both legs. Hemiplegia means total Paralysis of one arm and one leg on the same side of the body. Uniplegia means total Paralysis of one limb.

Paralysis means loss of use without severance of a limb which resulted from an Accident. Paralysis must be determined by a Medical Provider to be permanent, total and irreversible.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum set forth in the Application/Participation Agreement.

Consumers Life will pay benefits for loss of life to the same beneficiary(ies) named to receive Life Insurance benefits. Benefits for all other losses will be paid to the Employee.

The Employee may name His own beneficiary and may change the beneficiary at any time. The Employee may specify the manner in which He desires the proceeds to be paid



Group Name: CITY OF MEDINA
Proposal Effective Date: 01/01/2018
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Channel: SPCH

Group Accidental Death & Dismemberment (AD&D)

Seat Belt Benefit

Pays an additional benefit if an Employee dies as a result of a covered Accident while wearing a seatbelt.

Air Bag Benefit

Pays an additional benefit if an Employee dies while driving or riding in an automobile, provided that the Employee was positioned in a seat equipped with a factory-installed Air Bag.

Repatriation Benefit

Pays an additional benefit for the preparation and transportation of an Employee's body to a mortuary if the Employee dies as a result of a covered Accident away from His principal residence.

Dependent Education Benefit

If the Principal Sum is payable under the AD&D benefit for the Employee's loss of life, each Employee child who qualifies will receive reimbursement for incurred educational expenses in a School of Higher Education beyond the 12th grade. The maximum Dependent Education Benefit for each Student shall equal the least of the following amounts:

- 1) 3% of the Principal Sum per year for each Dependent Child;
- 2) \$5,000 per year for each Dependent Child;
- 3) \$30,000 for all Dependent Children and all years;
- 4) The amount of expense actually incurred.

Exposure and Disappearance Benefit

If, as a result of an Accident while insured for this benefit, an Employee is unavoidably exposed to the elements and suffer a loss as a result of that exposure, the loss will be covered. If the Employee's body has not been found within one (1) year of an Accidental disappearance resulting from a, forced landing, sinking or wrecking of a conveyance in which the Employee was an occupant, the Employee will be deemed to have suffered loss of life.

Coma Benefit

If an Injury occurs as a result of an Accident, Consumers Life will pay the Employee or the Employee's legal representative an additional benefit if the Employee becomes Comatose within 31 days of the Accident and remains Comatose beyond the Waiting Period.

Limitations

Consumers Life will not pay any Accidental Death & Dismemberment benefits for a loss caused by or connected with:

1. suicide or attempted suicide;
2. intentionally self-inflicted Injury, including but not limited to Russian roulette;
3. bodily or mental disease or treatment of these;
4. the Employee's participation in, or as a result of His having participated in the commission of an assault or felony;
5. bacterial infection except pyogenic infection which occurs through or with an Accidental cut or wound;
6. war or any act of war, whether declared or undeclared;
7. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft;
8. the Employee being under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a Medical Provider and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence;
9. voluntary poisoning;
10. the Employee's being Intoxicated (conviction is not necessary for determination of intoxication);
11. any loss or Injury as a result of autoerotic asphyxiation;
12. any period which an Employee is confined to a penal or correctional institution;
13. riding, driving or testing a Motorized Vehicle used in a race or speed contest;
14. taking part in the sports of scuba diving, bungee jumping, sky diving, parachuting, hang gliding or ballooning.



Group Name: CITY OF MEDINA
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Dependent Term Life Insurance

Dependent Term Life Insurance benefits are payable in the event of the death of an insured Dependent at any time and from any cause

Dependent means:

1. the Employee's lawful spouse;
2. the Employee's Dependent Child, which means the Employee's unmarried child who is:
 - a. the Employee's biological child, stepchild or adopted child;
 - b. within the age limits shown in the SCHEDULE OF BENEFITS; and
 - c. not in active military service.

The Employee will be the beneficiary of the insured Dependent.

If a Dependent is hospital confined, insurance will not become effective until the date the Dependent is no longer hospital confined

The Policy contains a Conversion privilege provision which gives the Dependent the right to convert to an individual life insurance policy without furnishing evidence of insurability, provided certain conditions are met. The request to convert must be made within 31 days following termination of coverage.

ORDINANCE NO. 189-17**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.****BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$197,075.00 from (001) General Fund to (134) Sec 319(h) Grant – Champion Creek Restoration Project
- \$675,000.00 from (001) General Fund to (125) CDBG Fund –PY14 CDBG Allocation Grant
- \$100,000.00 from (001) General Fund to (129) Ohio Housing Trust Fund – PY14 OHTF CHIP Grant
- \$305,500.00 from (001) General Fund to (138) CDBG-CHIP Fund – PY14 CDBG-CHIP Grant
- \$794,500.00 from (001) General Fund to (139) PY14 HOME-CHIP Grant
- \$494,000.00 from (001) General Fund to (109) Airport N-S Taxiway
- \$267,000.00 from (001) General Fund to (109) Airport-Transient Apron
- \$82,604.00 from (001) General Fund to (109) Airport-Administrative Services Transient Apron
- \$250,000.00 from (001) General Fund to (380) Issue 2 Projects Fund – Wadsworth Waterline, City Job #1007
- \$406,000.00 from (001) General Fund to (380) Issue 2 Projects Fund – W. Smith Rd., Phase 1, City Job #818
- \$742,500.00 from (001) General Fund to (386) Federal Highway Administration Grant Fund – W. Smith Rd., Phase 1, City Job #818

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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.

ASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 190-17**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH THE MEDINA PORT AUTHORITY FOR FIBER TRANSPORT SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS: Ordinance No. 118-10, Passed August 12, 2010, authorized the Mayor to enter into an Agreement with the County of Medina for participation in the Medina County Port Authority Fiber Network; and

WHEREAS: The Agreement is for the renewal of the Master Services Agreement for a term of 3 years at \$500.00/month.

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 Services Agreement with the Medina Port Authority for Fiber transport services.

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

SEC. 3: That the funds to cover this agreement, in the amount of \$18,000.00 are available in Account No. 001-0070-52212.

SEC. 4: That a copy of the Master Services Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to have in place prior to January 1, 2018; 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

MASTER SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

- (f) **"Circuit"** shall mean a transport service between an originating and terminating location with a defined bandwidth and class of service.
- (g) **"Confidential Information"** shall have the definition set forth in Section 9.
- (h) **"Connection Notice"** shall have the definition set forth in Exhibit C.
- (i) **"Customer Reseller"** shall have the definition set forth in Section 12.1.
- (j) **"Default"** shall have the definition as set forth in Section 8.
- (k) **"Design Layout Record"** or "DLR" means a document containing technical information which specifies MCPA's circuit identification and appropriate interconnection information.
- (l) **"Emergency Maintenance"** shall mean maintenance which, if not accomplished promptly by MCPA, could result in a serious degradation or loss of Service to Customer.
- (m) **"End User"** means an end user of Customer whose traffic Customer will carry via the Service.
- (n) **"Firm Order Confirmation"** or "FOC" shall mean an order confirmation document in which MCPA commits to the Start of Service Date or other date agreed upon by the Parties and other terms of the ASR.
- (o) **"Firm Order Confirmation/FOC Date"** shall mean the date that has been identified as the installation date in the FOC.
- (p) **"Market"** shall mean the MCPA geographic service area as set forth in the applicable ASR.
- (q) **"Monthly Recurring Charges"** or "MRC" shall mean a charge for Services to be invoiced and paid on a monthly basis.
- (r) **"Network"** shall mean the communications network of one of the Parties, as the context of the provision requires or as contemplated under this Agreement.
- (s) **"Non-Recurring Charges"** or "NRC" shall mean a charge for Services to be invoiced and paid on a one-time basis.
- (t) **"Planned Service Outage"** shall mean any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to MCPA's Network and either (i) agreed to in writing by Customer's operations group via e-mail or other means, such agreement not to be unreasonably withheld, provided the scheduled maintenance or planned enhancements or upgrades are performed within the hours of 12:00 midnight and 6:00 AM local time, unless otherwise agreed by the Parties, or (ii) in the case of Emergency Maintenance, MCPA's operations group provides as much prior notice as practicable, via e-mail or other means.
- (u) **"Point of Termination"** shall mean the particular location within the applicable Customer Mobile Switching Center ("MSC") or other Site within the Market to be served, as specified in the applicable ASR, where MCPA's responsibility to provide MCPA Equipment and Service ends and where Customer's Network and Customer's responsibilities begin.

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

2. ORDERING, PROVISION AND USE OF SERVICES

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

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

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

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

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

3. BILLING AND PAYMENT

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

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

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

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

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

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

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

4. TAXES

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

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

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

5. TERM AND RENEWAL OPTIONS

5.1 Term of Agreement. The term of this Agreement ("Term") shall commence on January 1, 2018 and shall terminate five (5) years thereafter, unless earlier terminated as provided herein. This Agreement shall continue thereafter unless terminated by written notice by one of the Parties giving at least one hundred eighty (180) days prior written notice to the other Party. Notwithstanding the foregoing, in the event the period of time for a particular Service or Services to be provided by MCPA to Customer pursuant to the applicable ASR(s) extends beyond the expiration or other termination of this Agreement, the Term shall automatically be deemed extended for the duration of the provision of that Service, subject to specific Service termination provisions set forth herein.

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

5.3 Early Termination.

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

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

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

6. INSURANCE

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

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

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

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

Bodily injury to any one person	\$1,000,000
Bodily injury aggregate	\$1,000,000
Property damage in any one accident	\$2,000,000
Property damage aggregate	\$2,000,000.

Umbrella, or excess liability, coverage in the amount of \$5,000,000.

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

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

7. WARRANTIES AND NETWORK STANDARDS FOR SERVICES

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

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

8. DEFAULT

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

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

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

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

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

9. CONFIDENTIAL INFORMATION

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

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

10. LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

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

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

11. REGULATORY

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

12. FORCE MAJEURE

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

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

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

13. ASSIGNABILITY

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

14. TROUBLE TICKET PROCEDURE FOR SERVICE OUTAGE

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

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

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

15. BUILDING AND EQUIPMENT ACCESS

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

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

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

the MCPA Equipment with Customer's, the Customer Reseller's or the End User's equipment will be performed by Customer. MCPA Equipment shall not be removed or relocated by Customer, a Customer Reseller or any End User. MCPA shall have the right, but not the obligation, to upgrade, modify and enhance the MCPA Equipment (including related firmware) and the Service and take any action that MCPA deems appropriate to protect the Service and its facilities.

16. NOTICES

16.1 All notices, demands, requests, or other communications under this Agreement shall be in writing and delivered by hand delivery (including overnight mail delivery service or courier), postage prepaid, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt by the receiving Party:

If to MCPA: Ron Paydo
144 N. Broadway
Medina, OH 44256

with a copy to: David Corrado
144 N. Broadway
Medina, OH 44256

If to Customer: Darin Zarembo
132 N. Elmwood
Medina, OH 44256

with a copy to: Mayor Dennis Hanwell
132 N. Elmwood
Medina, OH 44256

16.2 Each Party may designate by notice in writing a new person and/or address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or facsimile transmission confirmation being deemed conclusive, but not exclusive evidence of such delivery) or at such time as delivery is refused by the address upon presentation.

17. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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


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

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

[Signature page follows]

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

Medina County Port Authority

By: 
Its: Board Chairman – Medina County Port Authority
Dated: 11/01/17 _____

By: _____
Its: _____
Dated: _____

List of Exhibits

Exhibit A: Services

Exhibit B: Service Level Agreement

Exhibit C: Acceptance Testing

Exhibit D: Access Service Request

EXHIBIT A

SERVICES

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

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

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

EXHIBIT B
SERVICE LEVEL AGREEMENT

Service Level Agreement Fiber Services

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

- Standard Fiber Service Level Agreement – 99.999%

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

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

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

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

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

Definition and Classification of Service Outages

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

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

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

EXHIBIT C
ACCEPTANCE TESTING

The following acceptance tests will be conducted:

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

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

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

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

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

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

EXHIBIT D
ACCESS SERVICE REQUEST

I. Services:

Lit Fiber: X Dark Fiber: Lateral Construction: Existing

Fiber count: 12 X 24 48 72 96 144

Bandwidth Agreement [Insert guaranteed minimum bandwidth]: NA

Leased Pair: IRU Pair:

Point-to-Point: Loop Fiber: X

Single-Entry: X Dual Entry:

II. Subscriber Locations:

A. MCFN Head-End: A-Site: MCFN Backbone Fiber

B. Subscriber Circuit Address: Z-Site : 132 N. Elmwood, Medina, OH 44256

III. Demarcation Point: 132 N. Elmwood, Medina, OH 44256

IV. MCFN Equipment: Existing

V. Fiber Installation at Subscriber Locations:

A. A-Site : Extend street fiber into City of Medina data center

B. Z-site : Terminated fiber at 132 N. Elmwood, Medina, OH 44256

VI. Site Connection, Service and Equipment:

Charges		
	One-Time	Monthly
Installation Fee	\$0.00	\$0.00
Transport – 40 Mbps	\$0.00	\$500.00
Total	\$0.00	\$500.00

Contract total (36 months) - \$18,000.00

ORDINANCE NO. 191-17**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.****BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$250,000.00 from (301) General Purpose Capital to (307) Fire Capital Fund
- \$8,000.00 from (001) General Fund to (428) Special Assessment Projects Fund
- \$550,000.00 from (301) General Purpose Capital to (546) Water Capital Improvement
- \$235,000.00 from (001) General Fund to (547) Airport Fund
- \$300,000.00 from (001) General Fund to (547) Airport Fund – Jet Fuel Tank

SEC. 2: That the Clerk of Council is hereby authorized to forward a certified copy of this Ordinance to the Medina County Auditor.

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: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor