

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

February 26, 2018
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (February 12, 2018)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayoral appointment.

Utility Rate Review Commission – Christopher Gates (Commercial Rep.) – exp. 12/31/18

Notices, communications and petitions.

Unfinished business.

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

Introduction and consideration of ordinances and resolutions.

Ord. 26-18

An Ordinance authorizing the expenditure of \$90,000.00 to Signal Service Company for various traffic signal and control services for the Street Department.
(emergency clause requested)

Ord. 27-18

An Ordinance authorizing the expenditure of \$26,104.00 to MNJ Technologies for a mail server upgrade to Microsoft Exchange 2016 for the City of Medina.

Ord. 28-18

An Ordinance authorizing the expenditure of \$64,029.78 to Emergitech, Inc. for the annual subscription fees and related expenses for the computer aided dispatch and records management system for the Police Department.

Ord. 29-18

An Ordinance authorizing the purchase of one (1) 2019 Freightliner XT Pro 60 Forestry Bucket Truck from Utility One Source Forestry Equipment, LLC to be used by the Forestry Department.

Ord. 30-18

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the Guilford Boulevard Bridge Replacement Project.

Ord. 31-18

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to accepting the revised job description for the Police Lieutenant Position.

Ord. 32-18

An Ordinance authorizing the expenditure of \$11,758.00 to TAMCO for the end of term buyout of the Mitel VOIP Phone Equipment for the City of Medina.
(emergency clause requested)

Ord. 33-18

An Ordinance authorizing the Mayor to enter into the Frontier Services Agreement with Frontier Communications for the Mitel Phone Equipment and Voice Mail System for the City of Medina, Ohio.
(emergency clause requested)

Res. 34-18

A Resolution supporting the Application by the Ohio Department of Transportation (ODOT) District 3 to the Ohio Transportation Review Advisory Council (TRAC) for funding for the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships.
(emergency clause requested)

Ord. 35-18

An Ordinance amending Ordinance No. 177-17, passed December 11, 2017. (Amendments to 2018 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, February 12th, 2018

Opening:

Medina City Council met in regular, open session on Monday, February 12, 2018. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on January 22, 2018 as prepared and presented by the Clerk be approved, seconded by Mr. Kolesar. The roll was called and the minutes were approved by the yea votes of J. Shields, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, and P. Rose.

Reports of Standing Committees:

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

Health, Safety & Sanitation Committee: Mr. Kolesar stated there is one item scheduled on the agenda this evening in reference to Health, Safety & Sanitation for the Police Department. No report or meeting scheduled.

Public Properties Committee: Mr. Shields stated they are trying to set up a meeting with the Cemetery Commission.

Special Legislation Committee: Mr. Lamb had no report but stated they have two meetings scheduled and one is Tuesday, February 20, 2018 at 7 p.m. to discuss term limits. The other meeting is Tuesday, February 27, 2018 at 7 p.m. to discuss a proposal to expand the Historic District.

Streets & Sidewalks Committee: Mr. Simpson was absent.

Water & Utilities Committee: Ms. Parnell-Cavy had no report.

Emerging Technologies Committee: Mr. Rose had no report.

Requests for Council Action:

Finance Committee

18-020-2/12 – Purchase 25 PC's for various Departments – MNJ Technologies – IT Dept.

18-021-2/12 – Mail Server Upgrade – IT Dept.

18-022-2/12 – Expenditure – Emergitech Maintenance & Expenses 1/1/18 – 12/31/18

18-023-2/12 – Expenditure Over \$15,000 – Signal Service – Street Dept.

18-024-2/12 – Purchase 2019 Freightliner Forestry Bucket Truck
18-025-2/12 – Then & Now – Cargill – Road salt purchases
18-026-2/12 – Fire District Advisory Committee
18-027-2/12 – Expenditure Over \$15,000 – Osborne Medina – Street Dept.
18-028-2/12 – Expenditure Over \$15,000 – Lake County Sewer Co. – Street Dept.
18-029-2/12 – Expenditure Over \$15,000 – Signal Service – Street Dept.
18-030-2/12 – Expenditure Over \$15,000 – Signal Service - Street Dept.
18-031-2/12 – Fund Advance – 001 to 821 – Cemetery/Mausoleum Fund
18-032-2/12 – Expenditure Over \$15,000 – Signal Service – Street Dept.
18-033-2/12 – Request to Rezone 1011 Wadsworth Rd. R-4 to SPD-3
18-034-2/12 – TRAC Funding for SR 18 Corridor Improvement Project
18-035-2/12 – Bids – Guilford Blvd. Bridge Replacement
18-036-2/12 – Revision to Police Lieutenant Job Description
18-037-2/12 – Buyout of Phone System Lease / New Maintenance Contract

Streets & Sidewalks Committee

18-019-1/22 – Mid-Street Crosswalk Safety in Historic District

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Bicentennial Events –
 - Saturday, February 10th at 1 p.m. at the Library - 3 residents shared how their respective homes were used for the Underground Railroad.
 - Thursday, February 22nd at 7 p.m. at 2nd Baptist Church - Black History through music and arts.
 - Saturday, February 24th at 1 p.m. at the Library - Local Black History talk/stories.
- 2) Annual Ice Festival - Medina Public Square - February 16-19, 2018.
- 3) Black History Month Celebration at Second Baptist Church, 451 Bronson St., Thursday, February 22nd at 7 p.m. overflow parking at corner of Medina Street and Bronson at High Voltage Indoor Karting.
- 4) Residents have been calling after receiving the latest letter from Armstrong Cable regarding a rate increase on their cable bills. I want to make it clear to the residents that the City of Medina has no regulatory control about who offers service to the City of Medina and what the rates are for such a service. The State of Ohio through the Department of Commerce handles all franchising of cable providers in the State of Ohio. This would also include the approval of any competitor service to the City. I urge all residents to express their questions or concerns to the Ohio Department of Commerce. Their phone number is 1-800-686-7826 and the email address is www.VSA@com.state.oh.us. The City of Medina will still explore every possible option to assist our residents with this evolving technology.

Keith Dirham, Finance Director, reminded residents they are required to file income tax returns

with the City. We have switched income tax collections from CCA to RITA and had a discussion of this in our Finance Committee earlier. The main points are there is no change in rates, no change in who has to pay, it's just a change in who is collecting the tax on behalf of the City of Medina. We will have RITA come down here to Medina and help out the tax payers and those dates will be in March and April.

Greg Huber, Law Director, had no report.

Chief Kinney, Police Chief, had no report.

Kimberly Marshall, Economic Development Director, stated that on February 6th the Medina County Career Center hosted the City's Economic Development Committee for the February meeting. Superintendent Steve Chrisman reviewed all the programs and building improvements completed to date. Kimberly stated it was very impressive to see all the improvements that they are making to bring this Career Center into the 21st Century.

On February 23rd the City of Medina, along with Main Street Medina and the Medina Chamber of Commerce will celebrate an expansion project for VCS Salon located at 410 S. Court Street. Ribbon cutting at 1 p.m. At 3 p.m. we will welcome RizTech to the City of Medina located at 215 S. Court Street.

Jonathon Mendel, Planning Community Director, had no report.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director,

The Medina Rec's 15th Anniversary Open House is next Monday, February 19th, President's Day, from 1 p.m. – 4 p.m. There will be inflatables, toddler open gym, swimming and lots of other activities including drawings for an iPad, Fitbit, gift cards, and more. For the entire day, non-members can bring a non-perishable food item to get in for free (ID policy enforced). Donated food will all go to Feeding Medina County. We will also be running a 15% discount sale for the day for all new memberships. Lastly, our next Rec Advisory Board meeting will be this Thursday, February 15th, at 7:30 a.m. at the Rec Center.

Jansen Wehrley, Parks and Recreation Director, stated they will be posting notifications along the Champion Creek Multi-Purpose Trail between Guilford Blvd. and Southport Drive advising the trail users that we will be closing the trail for a period of two days to permit a contractor to remove some dead and dying Ash trees along the trail and this project will probably start in the next two to three weeks and is entirely weather dependent.

The North East Ohio Areawide Coordinating Agency has been working on updating the bicycle transportation maps for several counties in Ohio. The maps should be available to area businesses in the city by the end of May.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, advised that the Board of Control awarded a contract for the

reconstruction of the North-South Taxiway at the Medina Municipal Airport. This was the third time we tried to bid this project. After the second one we did modify the scope and parameter of it, and this time we were successful. This project is primarily being funded both through the State and Federal FAA Grants.

Nino Piccoli, Service Director, stated there has been a recent salt shortage. We have a contract with Cargill Inc. We are being told there were weight restrictions put on a bridge going to and from the salt mine reducing weight volumes by 80%. Additionally, there were power transformer issues and lost power twice, political subdivisions were all ordering salt at the same time. These are some of the reasons that there has been a little bit of delay in deliveries of salt. We are not in panic mode. We do have a backup plan and have a good relationship with ODOT here at District 3 and are able to load at nearby facilities if necessary.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Jackie Pohorel resides at 638 Stratton Dr. in Medina. She is speaking in order to propose a ban on parking RV's and boats on driveways in residential neighborhoods in Medina City citing the following reasons: eyesore -- lowers property values, safety concerns - backing out of driveway, some even infringe on sidewalks. May prohibit firefighters from doing their job properly. She proposes that boats and RV's be parked on cement pad adjacent to home only and would like to work with Jonathon Mendel on amending the Zoning Code. Mr. Mendel stated that April 1 through October 31st boats and RV's may be parked in the driveway, side or backyard in the current code.

Kelly Low resides at 3949 Hedgewood in Montville Twp. She stated on behalf of the Medina Rotary Club she would like to thank everyone on Council for their consideration and approval of the Medina 911 Memorial, special thanks to Mayor Dennis Hanwell and Parks Director, Jansen Wehrley. She spoke of Flight 93 and how it flew over south western Medina County that morning as we all went about our day. Today's youth under the age of 19 either were not alive or don't remember and this memorial will be one way to show them a piece of history that changed our way of life. It is our hope that all communities throughout Medina County will recognize this memorial as a symbol of our perseverance and unity and it will honor those who perished, our first responders and our veterans. Our fundraiser platforms include: buy a brick program, sponsorships, Go-Fund-Me page and Community Fund. They will also have a custom Medina 911 Memorial coin which will be for sale soon. We are asking citizens of Medina County to email the Medina Rotary Club their own personal stories and memories as citizens of this county regarding September 11, 2001. With a collection of these stories, we plan to put together a booklet to be sold as a fundraiser in order to provide all future Medina County students with a copy. Please put July 28th on your calendar for the dedication ceremony.

Carol Cullin resides at 2478 Northland Dr. in Medina, she realizes that the City of Medina is not

responsible for the decision made by Judge Collier and Judge Kimble to serve alcohol at the Medina Recovery Center Restaurant, however, this restaurant is within the city limits. She stated when this recovery center was being put together, alcohol was never mentioned. Carol doesn't see in any way where serving alcohol will help the restaurant or help the recovery of addicts. She stated that one addiction leads to another.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 017-18

An Ordinance authorizing the Mayor to enter into an Agreement with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2018 through March 31, 2019. Mr. Shields moved for the adoption of Ordinance/Resolution No. 017-18, seconded by Mr. Kolesar. Mr. Dirham stated he is trying to avoid having an emergency clause added to this request by having it turned in early. The roll was called and Ordinance/Resolution No. 017-18 passed by the yea votes of J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, and J. Shields.

Ord. 018-18

An Ordinance authorizing the Mayor to enter into an Agreement between the City of Medina, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the RY17 Community Development Block Grant (CDGB) Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 018-18, seconded by Mr. Kolesar. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 018-18, seconded by Mr. Kolesar. Mr. Mendel stated Fair Housing Services are required as part of our CDBG grant through the State of Ohio. This is to continue our relationship that we've had with the Medina County Fair Housing Office. This would be for \$5,000.00 which is \$2,500.00 per year because our allocation grant is a 2 year grant. Emergency clause is requested due to contract running through February 28th, 2018. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, J. Coyne, and M. Kolesar. The roll was called and Ordinance/Resolution No. 018-18 passed by the yea votes of M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, and J. Coyne.

Ord. 019-18

An Ordinance authorizing the expenditure of \$40,000.00 to Wingfoot Commercial Tire Systems, LLC for the purchase of truck tires for the Sanitation Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 019-18, seconded by Mr. Kolesar. Mr. Piccoli stated Wingfoot has provided excellent service to the city for many years. They sell new and recap commercial tires at or below state bid pricing to the Sanitation Department. The roll was called and Ordinance/Resolution No. 019-18 passed by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, J. Coyne, M. Kolesar, and B. Lamb.

Ord. 020-18

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide Fixed Route Public Transportation

services within the City of Medina for the period of January 1, 2018 through December 31, 2019. Mr. Shields moved for the adoption of Ordinance/Resolution No. 020-18, seconded by Mr. Kolesar. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 020-18, seconded by Mr. Kolesar. Mayor Hanwell stated this is an agreement between the City and the County to provide the transit service in the City. It's a two year grant of \$90,000 (\$45,000 a year). The County has committed \$300,000 (\$150,000 a year). Emergency clause is needed due to this current year from January 1st to now we want to get our fair share to them to continue to provide the service as quickly as we can. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, and P. Rose. The roll was called and Ordinance/Resolution No. 020-18 passed by the yea votes of P. Rose, J. Shields, J. Coyne, M. Kolesar, B. Lamb, and L. Parnell-Cavey.

Ord. 021-18

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Police Department, Lieutenant and Sergeant positions. Mr. Shields moved for the adoption of Ordinance/Resolution No. 021-18, seconded by Mr. Kolesar. Chief Kinney is asking to promote a second Lieutenant and dissolve the resulting Sergeant vacancy. He needs this to dilute some of the responsibilities that the current Lieutenant has and spread it out evenly. Mr. Kolesar feels this move makes sense and is in support of. The roll was called and Ordinance/Resolution No. 021-18 passed by the yea votes of J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, and J. Shields.

Res. 022-18

A Resolution accepting the Medina Rotary Club donation of a 911 Memorial at Fire Station #1, located at 300 W. Reagan Parkway. Mr. Shields moved for the adoption of Ordinance/Resolution No. 022-18, seconded by Mr. Kolesar. Mayor Hanwell stated he asks for the Council's support for this, Dr. Low from the Rotary has already given you somewhat of an overview. Mayor Hanwell stated this project was started a little over 20 years ago and it has taken a long time finding the right location and to find support. There is actually a steel bar that was transported from New York City from one of the burned Twin Towers included in this memorial and we can't think of a better place to commemorate the sacrifices that were made and the terror that was bestowed on our country than this parcel next to Fire Station 1 where we have adequate parking and room for a pavilion. Mayor Hanwell thanked Dr. Low for her work on the 911 Memorial. Mr. Coyne expressed gratitude to the Medina Rotary and feels this is going to be a great addition to the City of Medina. Mr. Shields also thanked Dr. Low and he is aware of the promise made to Bill Cohen that you would see this through. Mr. Kolesar also expressed his gratitude. The roll was called and Ordinance/Resolution No. 022-18 passed by the yea votes of M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, and J. Coyne.

Ord. 023-18

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 023-18, seconded by Mr. Kolesar. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 023-18, seconded by Mr.

Kolesar. Mr. Dirham stated this is to pay for salt that was purchased already and the emergency clause is needed because we already received the salt. The roll was called on adding the emergency clause and was approved by the yea votes of L. Parnell-Cavey, P. Rose, J. Shields, J. Coyne, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 023-18 passed by the yea votes of B. Lamb, L. Parnell-Cavey, P. Rose, J. Shields, J. Coyne, and M. Kolesar.

Ord. 024-18

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 024-18, seconded by Mr. Kolesar. Mr. Dirham explained this is an advance to pay for a previously approved expenditure. The roll was called and Ordinance/Resolution No. 024-18 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, M. Kolesar, B. Lamb, and L. Parnell-Cavey.

Ord. 025-18

An Ordinance authorizing the Mayor, on behalf of the City of Medina, to engage the law firm of Walter Haverfield, LLC, jointly with the Regional Income Tax Agency (RITA) and other municipalities for the purposes of initiating litigation to challenge the constitutionality of amendments to Chapter 718 of the Ohio Revised Code relating to Municipal Income Tax. Mr. Shields moved for the adoption of Ordinance/Resolution No. 025-18, seconded by Mr. Kolesar. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 025-18, seconded by Mr. Kolesar. Mr. Huber explained that the State of Ohio recently passed legislation that takes away from local municipalities the right and ability to collect municipal income tax. Many local municipalities feel that this legislation oversteps the constitutional bounds and infringes upon local municipalities right of Home Rule. The agency RITA is willing to fund the litigation to challenge the constitutionality of this group of state statutes, they hired a law firm Walter Haverfield to initiate the litigation on our behalf and on behalf of a long list of municipalities in northeast Ohio. Litigation has been filed and is pending down in Franklin County. This statute allows the Mayor to sign an agreement that would allow the City to join with the lawsuit, and he recommends that we do that. Mr. Coyne adds that the reason we are doing this is mainly because the State is attempting to take away some of our powers as a City and that power relates to the collection of the income tax first and net profit tax related to businesses and then the next domino probably the Municipal Income Tax that we currently collect on behalf of our residents, most likely making it more difficult for us to get our money from the state of Ohio. Mr. Rose agreed and will vote in favor of this. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 025-18 passed by the yea votes of J. Shields, J. Coyne, M. Kolesar, B. Lamb, L. Parnell-Cavey, and P. Rose.

Council Comments:

Mr. Kolesar apologizes for leaving Jane Leaver out of the nods for making this community great and her work on the Medina 911 Memorial.

Mr. Kolesar agreed with the visitor who spoke about the boats and RV's and feels they can be overwhelming in some of the neighborhoods. He also stated he agrees with the visitor speaker on not having alcohol at a recovery center restaurant. The opportunity/temptation should not be right there in front of them.

Medina City Council
February 12th, 2018

Mr. Coyne reminded everyone that Wednesday is Valentine's Day so don't forget your significant other.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:17 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 26-18

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$90,000.00 TO SIGNAL SERVICE COMPANY FOR VARIOUS TRAFFIC SIGNAL AND CONTROL SERVICES FOR THE STREET DEPARTMENT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the expenditure of \$90,000.00 to Signal Service Company for various traffic signal and control services for the Street Department is hereby authorized.
- SEC. 2:** That the funds to cover this expenditure are available as follows: \$50,000.00 in Account No. 102-0145-53322, \$20,000.00 in Account No. 102-0145-53321, and \$20,000.00 in Account No. 115-0610-53321.
- 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 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 the vendor has completed portions of this work and is awaiting payment; 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. 27-18

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$26,104.00 TO MNJ TECHNOLOGIES FOR A MAIL SERVER UPGRADE TO MICROSOFT EXCHANGE 2016 FOR THE CITY OF MEDINA.

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

- SEC. 1:** That the expenditure of \$26,104.00 to MNJ Technologies for a mail server upgrade to Microsoft Exchange 2016 for the City of Medina is hereby authorized.
- SEC. 2:** That the funds to cover this expenditure are available in Account No. 388-0714-53315.
- 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 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. 28-18

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$64,029.78 TO EMERGITECH, INC. FOR THE ANNUAL SUBSCRIPTION FEES AND RELATED EXPENSES FOR THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM FOR THE POLICE DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$64,029.78 to Emergitech, Inc. for the annual contractual services for CAD, RMS, Fire and LST modules and software including related subscriptions and support for the period January 1, 2018 through December 31, 2018 for the Police Department is hereby authorized.
- SEC. 2:** That the funds to cover this expenditure are available in Account No. 106-0102-52215.
- 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 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

ZUERCHER

EmergiTech, Inc, a Zuercher Technologies Company

ORD. 28-18

Invoice	CA0000000611
Date	1/15/2018
Page	1

Remit to:
EmergiTech, Inc
4509 West 58th Street
Sioux Falls, SD 57108

Bill To:

Medina City PD (OH)
150 W. Friendship Street
Medina OH 44256

Ship To:

Medina City PD (OH)
Chief Patrick Berarducci
150 W. Friendship Street
Medina OH 44256

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	OH208			Net 30	1/15/2018	1,011

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000000871	MAINTENANCE	Period: 1/1/2018 - 12/31/2018	\$64,029.78	\$64,029.78
		ETI Hosting			
		ETI Hosting			

EPH
1/24/18

Subtotal	\$64,029.78
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$64,029.78

OK

ORDINANCE NO. 29-18**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2019 FREIGHTLINER XT PRO 60 FORESTRY BUCKET TRUCK FROM UTILITY ONE SOURCE FORESTRY EQUIPMENT, LLC TO BE USED BY THE FORESTRY DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in purchases through the National Joint Power Alliance (NJPA) Contract #042815-TER, Member #29417 for the purchase of supplies, services, equipment and certain materials; and

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

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

- SEC. 1:** That the purchase of one (1) 2019 Freightliner XT PRO 60 Forestry Bucket Truck is hereby authorized to be used by the Forestry 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 \$137,800.00, are available in Account No. 001-0420-54417.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



12660 E. Lynchburg Salem Turnpike, Forest VA 24551
Phone: 434-525-2929 • Fax: 434-525-0917

ORD. 29-18

DATE: December 28, 2017
Sales Quote #: JDean(1232)60F Medina OH3-NJPA
Quote Valid: 30 Days or Availability
Sales Rep: John Dean (jdean@u1source.com)

NJPA Contract 042815-TER

Quote Number QU05987-04

Terms: Net 20

Delivery 16 to 18 Weeks

Company: City of Medina
Contact: Curtis Wellock
Address: 132 N Elmwood Ave,
City, ST, Zip: Medina, OH 44256
Phone/Fax: (330) 722-9031 /
E-Mail: medinaforestry@medinaoh.org

List Price: \$166,417.00
FCA, Medina, OH: Delivery included
Base Line Price: 158,096.00
Sourced Features: \$20,296.00
Grand Total: \$137,800.00

FREIGHTLINER XT PRO 60 FORESTRY

2019 Freightliner Business Class M2 106 (Painted White)
Cummins ISB Diesel, 250 HP
Block Heater
141" CA
3500 Series Allison Automatic Transmission
Driver Controlled Exhaust Brake
Air Brakes with Heated Air Dryer
13,300 lb. Front Axle, 21,000 lb. Rear Axle
Factory De-Rated to 33,000 lb. GVWR
Aluminum Cab & Fuel Tank (Reduced Weight)
LH RH Grab Handles
Dust/Bug Screen Mounted Behind Grill
High Back Non-Suspension Driver's Seat
2-Man Non-Suspension Passenger Seat
Cruise Control
Air Conditioning
Weather Band AM/FM/AUX/USB/Bluetooth Radio
Mud Flaps

Terex Hi-Ranger XT PRO 60 Lift (Painted White)
65' Working Height
24" x 24" x 42" Platform & Liner with Scuff Pad
"3D" One Hand Control
33 Gallon Hydraulic Reservoir with Shut-Off Valve (Painted White)
Full Body Harness with Attached Lanyard
Upper Boom Rest Tie Down
Mechanical Platform Leveling
Manual Platform Tilt
Full Pressure, Open Center Hydraulic System
Self Locking Hydraulic Rotational Gear Box
Continuous Unrestricted Rotation

Dual Hydraulic Tool Outlets at Platform
(1) Set Hydraulic Outriggers (Painted White)
(1) Set Outtrigger Pads with Holders (Painted Black)
(2) Sets Outtrigger Controls/Electric over Hydraulic
Boom/Outtrigger Interlock with Motion Alarm
Full Hydraulic Pressure at 1100 RPM Engine Speed
10 Year Maintenance Free Leveling Chain
One Piece Molded Control Covers

12 1/2' Chip Box, Hoist Assembly & Holding Valve with Curb-Side
Ladder/Storage Compartment (Painted White)
48" L, 4-Door thru Box Assembly, (2) Keyed Padlocks Included (Painted
White)
Spring Loaded Cab Guard with Access Steps & Grab Handles (Painted
Black)
(2) Wheel Chocks with Underbody Storage (Painted Black)
Trailer Brake Controller
6-Prong Trailer Socket
PTO with Electric Dash Switch Installed in Cab
Rear Bumper (Painted Black) with PH30 Pintle Hook
Heavy Duty Front Construction Bumper with Scorpion Coating (Painted Black)

All Lights on Body Package to be LED
Lighting Kit to Meet FMVSS #108 Standards
4-Point LED Strobe Package
2.5 lb. ABC Fire Extinguisher
Triangle Reflector Kit
DOT Inspection
Parking Brake Interlock
Road Tested and Safety Inspected

Delivery: April 2018 *

Sourced Features Discounted for in Stock Chassis and Aerial Lift assembled in Forest, VA

*date is for 2019 model year chassis

Terms and Conditions:

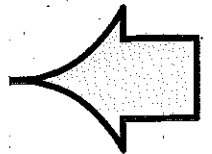
- If the Customer is to supply UTILITY ONE SOURCE, FORESTRY with a Chassis, the Chassis must meet all required specs.
- Customer to provide a complete copy of the Chassis specs for review prior to acceptance of PO.
- **DISCLAIMER:** For non-CDL vehicles the maximum gross vehicle weight is 26,000 U.S. pounds. The owner must consider for example, the weight of fuel, tools, number of vehicle occupants, equipment of board, cargo (such as chips), and any equipment towed (such as a chipper) when operating the vehicle on highways. The above is for example only and is by no means all-inclusive Utility One Source Forestry Equipment/UTILITY ONE SOURCE, FORESTRY assumes no responsibility for customer operation of its product in a manner that violates federal, state or local laws.
- Upon receipt of your purchase order, UTILITY ONE SOURCE, FORESTRY will send you an Order Acknowledgement via email or fax with standard Terms and Conditions of Sale which shall govern the transaction. This standard Order Acknowledgement allows UTILITY ONE SOURCE, FORESTRY to confirm receipt of your order and must be returned signed to schedule production and delivery.
- There is a \$0.00 processing fee.
- Price guarantee does not include government mandates and associated costs; taxes, tag nor title fees. UTILITY ONE SOURCE, FORESTRY does not collect taxes; local taxes are to be paid to the resident registrar at time of vehicle registration by purchaser.
- 30-Day tags will be supplied, with exception of a dealer to dealer sale.
- If the Federal Excise Tax (FET) has not been included (only applicable for vehicles 33,000 GVWR and higher) a current exemption/resale certificate must be on file and provided with purchase order for a tax exempt sale. FET will be added if certificate is not supplied with order.
- Other items not included: freight, vendor price increases, specification changes and components availability or model discontinuation, and material shortage surcharges.
- Above quoted price and delivery time are subject to change without notice. All dates given are subject to the receipt of vendor supplied parts. Every effort is made to meet or exceed quoted delivery dates.
- Quotes for in-stock units are valid while supplies last only.
- These terms and conditions are in response to situations that are beyond UTILITY ONE SOURCE, FORESTRY's control.

SIGNATURE CONFIRMS ACCEPTANCE OF QUOTE/ORDER – SIGN AND DATE:

SIGN* _____
Mayor Dennis Hanwell - City of Medina

Date: _____

JDean(1232)60F Medina OH3-NJPA



Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Utility One Source Forestry Equipment LLC	
2 Business name/disregarded entity name, if different from above Utility Forestry Equipment of VA	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) P	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 12660 E Lynchburg Salem Tpke	Requester's name and address (optional)
6 City, state, and ZIP code Forest, VA 24551	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7	-	2	8	2	9	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person 

Date **3/6/17**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

* Form 1099-C (canceled debt)

* Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



July 20, 2015

To Whom It May Concern:

Forestry Equipment of Virginia (FEVA), is authorized by Terex Utilities to sell the XTPro product under the NJPA contract.

If you have any questions, please do not hesitate to call me.

Best Regards,

P.P. Chad Rutledge

Stephanie Evans
Sales Operations Manager
TEREX Utilities
500 Oakwood Rd
Watertown, SD 57201
PH: 605.882.5604
Cell: 605.868.1740

ORDINANCE NO. 31-18

AN ORDINANCE AMENDING SECTION 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO ACCEPTING THE REVISED JOB DESCRIPTION FOR THE POLICE LIEUTENANT POSITION.

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

- SEC. 1:** In accordance with Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio the job description for the position of Police Lieutenant is hereby approved, marked Exhibit A, attached hereto and incorporated herein.
- SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

**THE CITY OF MEDINA
JOB DESCRIPTION**

REVISION

ORD. 31.18

TITLE: Police Lieutenant

REPORTS TO: Police Chief

DEPARTMENT/DIVISION: Police

CIVIL SERVICES STATUS: Classified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

CLASSIFICATION FEATURES: The individual in this classification serves as second in command and assists in supervision and direction of Police Department activities. Duties include assigning personnel to positions, evaluating work performances, instructing department personnel in new and approved police methods, enforcing the Manual of Rules and Regulations and inspecting Department activities. The individual in this classification may be responsible for auxiliary support services and their operation. Duties are performed in accordance with plans, policies and procedures formulated by the Medina Police Chief, with considerable independence to achieve the desired results.

ESSENTIAL JOB FUNCTIONS:

Directs and supervises the activities of Department personnel.

Interprets new laws, ordinances, rules and regulations for subordinate officers.

Prepares and implements new Department procedures.

Instructs subordinate officers as to work assignments and procedures.

Analyzes and evaluates performance of subordinate officers.

Instructs recruits in policies and practices of the Department.

Schedules and oversees Department in-service training.

Inspects personal appearance and equipment of subordinate officers.

Receives, investigates and resolves citizen complaints regarding traffic enforcement, the Department or Department personnel.

Serves as disciplinarian for the patrol division, conducting or directing internal investigations and issuing warnings, reprimands, commendations and other forms of discipline.

Assigns cases to detectives and reviews detective work.

Prepares and implements the Department annual budget.

Directs the safekeeping and storage of property and evidence.

Handles correspondence and prepares reports to the Police Chief noting deficiencies and recommending corrective action.

Oversees care, calibration and maintenance of BAC verifier for Department testing.

Certifies BAC verifier records for introduction in court proceedings.

Prepares and introduces new legislation to Medina City Council for consideration.

Arranges details and schedules officers for off-duty assignments.

Organizes and implements security plans for Medina Municipal Court on an individual case basis.

Acts as jail administrator and oversees Department jail operations.

Organizes and plans search warrant raids and arrest warrant details.

Organizes and carries out Department liquor stings in cooperation with City liquor establishments.

Schedules Department tours as requested by community groups and assigns officers to conduct such tours.

Organizes and arranges in-state prisoner transports and out-of-state extradition of prisoners.

Maintains regular and consistent attendance.

Assigns officers to speak at community functions as requested.

Oversees radio and vehicle maintenance and repairs.

Attends and testifies in court as required.

Handles department purchasing as required.

Processes purchase orders and invoicing for payment.

EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED, preferably supplemented by college level course work in law enforcement.

A Bachelor's degree in criminal justice or related field, attendance at the FBI National Academy, Southern Police Institute, Ohio Certified Law Enforcement Executive (CLEE), Ohio Police Executive Leadership College (PELC), Public Safety Leadership Academy (PSLA) or equivalent are encouraged.

Considerable experience at the level of Police Sergeant, ~~or Investigative Specialist.~~

Training at a state or national police training school or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

License:

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

Certification:

Ohio Peace Officer Certification

QUALIFICATIONS:**Knowledge of:**

- Approved principles and practices of police work;
- Police administration;
- Controlling laws and ordinances and of Department policy; and
- Geography of the City.

Skilled in:

- Commanding the respect of subordinate officers;
- Operating motor vehicles; and
- Directing and supervising the work of subordinates.

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Maintain cooperative relationships with other City officials and with the general public;
- Exercise sound judgment in emergencies;
- Demonstrate integrity and tact;
- Understand and follow complex oral and written instructions;
- Provide administrative and professional leadership and direction to Department personnel; and
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

PHYSICAL DEMANDS:

Physical ability to act quickly in emergency situations. This position also involves occasional standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching.

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend a majority of working hours in an office situation. The position includes a high incidence of interaction with fellow City employees, government officials and citizens often under difficult or emergency conditions.

WORKING CONDITIONS:

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

EQUIPMENT USED:

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

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____

ORDINANCE NO. 32-18**AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$11,758.00 TO TAMCO FOR THE END OF TERM BUYOUT OF THE MITEL VOIP PHONE EQUIPMENT FOR THE CITY OF MEDINA, AND DECLARING AN EMERGENCY.****BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the expenditure of \$11,758.00 to TAMCO for the end of term Buyout of Contract 603-0033457-001, the MITEL VOIP phone equipment for the City of Medina is hereby authorized.
- SEC. 2:** That the funds to cover this expenditure are available in Account No. 388-0714-54413.
- 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 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 the lease of this equipment is set to expire February 25, 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



TAMCO
28100 US Hwy 19 North, Suite 300
Clearwater, FL 33761
Fax: (727) 281-4041

TO: Medina, City of
132 North Elmwood Avenue
Medina, OH 44256

ORD. 32-18

Invoice Number: 50556

Number of Pages: ____

2/9/2018

End of term Buyout only on contract: 603-0033457-001

Description	Charges	Tax	Total
Purchase Option	\$11,758.00	\$0.00	\$11,758.00

GRAND TOTAL \$11,758.00

Due Date 4/29/18

Please Note: \$11,758.00 does not include any remaining payments owed on the contract, it is only the amount to purchase the equipment. Medina, City of is still liable for all unpaid charges: such as, personal property, use taxes, and/or outstanding rental charges. Your company shall remain liable for all personal property taxes or use taxes for the equipment, which accrue through the current applicable lien date which may be billed after the buyout expiration date. In addition, upon exercising this buyout you will need to arrange any maintenance/service agreement and payment for such maintenance/service directly with the vendor/servicing agent.

Please mail payment to the following address:

TAMCO
Attention: Maria Migueltorena
28100 US Hwy 19 North, Suite 300
Clearwater, FL 33761

THANK YOU FOR YOUR BUSINESS!

ORDINANCE NO. 33-18

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE FRONTIER SERVICES AGREEMENT WITH FRONTIER COMMUNICATIONS FOR THE MITEL PHONE EQUIPMENT AND VOICE MAIL SYSTEM FOR THE CITY OF MEDINA, OHIO, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute Frontier Services Agreement with Frontier Communications for the Mitel Phone Equipment and Voice Mail System for the City of Medina, Ohio for the period January 16, 2018 through December 31, 2022.
- SEC. 2:** That the funds to cover the agreement (\$3,969.59/year) are available in Account No. 388-0714-53321.
- SEC. 3:** That a copy of the Frontier Services Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found a 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 provide maintenance service without a lapse; 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



This is Schedule Number S-0000175935 to the Frontier Services Agreement dated 01/16/2018 ("FSA") by and between CITY OF MEDINA ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Primary Customer Premises:

Street Address: 132 N ELMWOOD AVE
City, State, Zip: MEDINA, Ohio, 44256-1827

Schedule Date: 01/16/2018

Service Term: 60

Payment Schedule: annually

Customer orders maintenance Services for the equipment identified in Attachment 1 to this Schedule ("Equipment"), incorporated herein by this reference.

Maintenance Services:	Qty	# of Equipped Ports	Payment Amount monthly, annually or pre-paid based on selected Payment Schedule
Basic Plan – 8x5 PBX & Key System		select	\$
Enhanced Plan – 8x5 PBX, Key System, all station equipment	1	0 - 99	\$ 3,969.59
Premium Plan - 24x7 PBX & Key System		select	\$
Premium Plus Plan – 24x7 PBX, Key System, all station equipment		select	\$
Software Assurance		select	\$
Monitoring & Notification		select	\$
On-Site Technician – full time		select	\$
On-Site Technician – part time (hours/)		select	\$
Voice Mail Systems			\$
Overhead Paging Systems			\$
Call Center Systems			\$
TOTAL:			\$ 3,969.59

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Yes (Additional Charge)	Yes (Additional Charge)	Yes (Additional Charge)	Yes (Additional Charge)		Yes (Additional Charge)
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day		

Service Limitations and Conditions:

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site
- "Response" means remote restoral efforts or technician dispatch
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.



VOICE MAINTENANCE SCHEDULE

Frontier Confidential

Supplemental Terms and Conditions

1. Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the locations identified in Attachment 1 ("Customer Premises(s)"). Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.
2. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.
3. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.
 - a. A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of attendant call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.
 - b. All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding Saturday, Sunday, and holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.
 - c. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.
4. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.
5. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Customer Premises to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
6. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.
7. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	CITY OF MEDINA
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name: Dennis Hanwell
Title:	Title: Mayor
Date:	Date: 2-18



VOICE MAINTENANCE SCHEDULE

Frontier Confidential

Attachment 1
Equipment List

Customer Premises: City Hall 132 N. Elmwood Avenue Medina, OH		
Maintenance Type: Enhanced		
Qty	Equipment	Description
1	Mitel MiVoice 250	
1	Phones Included	
	5 Years Software Assurance	
Customer Premises: Police Department 150 W. Friendship St. Medina, OH		
Maintenance Type:		
Qty	Equipment	Description
1	Mitel MiVoice 250	
1	Phones included	
	5 Years Software Assurance	
Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description
Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description
Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description

This Frontier Services Agreement ("FSA") is effective as of January 16th, 2018, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and City Of Medina, whose primary address is 132 N. Elmwood Ave, Medina Ohio 44256-1827 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for Installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation,

repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional monthly periods, subject to the terms and conditions of this FSA and at the then applicable term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.



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3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the

above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

[Intentionally Deleted]

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the



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Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation

controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.



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16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

Frontier Communications of America, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

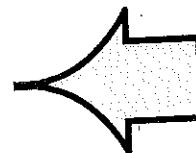
21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

City Of Medina

Signature: _____
Printed Name: Dennis Hanwell
Title: Mayor
Date: _____

Contractual Notice: City Of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256-1827
Attn: Darin Zaremba



RESOLUTION NO. 34-18

A RESOLUTION SUPPORTING THE APPLICATION BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) DISTRICT 3 TO THE OHIO TRANSPORTATION REVIEW ADVISORY COUNCIL (TRAC) FOR FUNDING FOR THE RECONSTRUCTION AND WIDENING OF SR 18 FROM ALBER DRIVE IN MEDINA CITY TO NETTLETON ROAD IN MEDINA AND MONTVILLE TOWNSHIPS, AND DECLARING AN EMERGENCY.

WHEREAS: The Ohio Department of Transportation (ODOT) District 3 is submitting an application to the Ohio Transportation Review Advisory Council (TRAC) for funding for the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships; and

WHEREAS: The Ohio Transportation Review Advisory Council (TRAC) funding guidelines and Northeast Ohio Area-wide Coordinating Agency (NOACA) Regional Transportation Investment Strategy policies give higher priority to those highway projects where local and private sponsors contribute significant funds for their construction; and

WHEREAS: The Ohio Department of Transportation (ODOT) District 3 has estimated the Total Project Cost to be approximately \$31.8 million with expected contribution coming from the City of Medina, Medina Township, Montville Township and Medina County; and

WHEREAS: In Resolution 66-16, passed May 9, 2016, the City of Medina endorsed the proposed application by ODOT for this project and committed a total of \$250,000 toward the project.

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

SEC. 1: That the City of Medina strongly endorses the proposed application to the Ohio Transportation Review Advisory Council (TRAC) to complete the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships

SEC. 2: That the City of Medina hereby reaffirms its financial commitment of \$250,000 for the SR 18 (E. Washington Street) Improvement Project. This commitment will be applied to the right of way acquisition phase of the SR 18 project, and shall be submitted to ODOT in two (2) separate payments, \$125,000 payable in 2018, and \$125,000 payable in 2019.

SEC. 3: That the City of Medina understands that the \$250,000 commitment to ODOT represents the City's entire commitment to this project; the City will not be expected to provide any additional financial resources toward this project in the future.

SEC. 4: 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. 5:

That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; 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

ORDINANCE NO. 30-18

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE GUILFORD BOULEVARD 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 advertise for competitive bids and to award a contract to the successful bidder for the Guilford Boulevard Bridge Replacement Project in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$664,281.00, is available as follows: \$58,941.00 in Account No. 108-0610-54411 and \$605,340.00 in Account No. 386-0661-54414.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 35-18

**AN ORDINANCE AMENDING ORDINANCE NO. 177-17,
PASSED DECEMBER 11, 2017. (Amendments to 2018 Budget)**

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

SEC. 1: That Ordinance No. 177-17, passed December 11, 2017, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-54417 (Parks)	6,940.26 *
902-0355-52215 (Bicentennial Donations)	2,167.00 *

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

SEC. 3: That this Ordinance shall be 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