

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 8, 2017  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 24, 2017)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

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

**Introduction and consideration of ordinances and resolutions.**

Res. 62-17

A Resolution commending Dawn Conwill for her dedicated years of service to the City of Medina as Administrative Office Manager to the Mayor.

Ord. 63-17

An Ordinance authorizing the Job Creation Grant Agreement for Carlisle Brake & Friction, Inc.

Ord. 64-17

An Ordinance amending Ordinance No. 101-16, passed July 11, 2016, authorizing the increase of the expenditure to Johnson-Laux Construction for the demolition of the Masonic Temple and Medina Theatre building.

Ord. 65-17

An Ordinance authorizing the purchase of one (1) 2017 GMC Sierra 4WD Crew Cab Pickup Truck from Medina Auto Mall to be used by the Sanitation Department.

Ord. 66-17

An Ordinance authorizing the Mayor to enter into Amendment No. 8 to the Agreement with Delta Airport Consultants, Inc. for the re-bidding services for the North-South Taxiway Reconstruction Project at the Medina Municipal Airport.  
(emergency clause requested)

Ord. 67-17

An Ordinance amending Section 31.02 (A)(1) of the Salaries and Benefits Code of the City of Medina, Ohio relative to Seasonal Employees in the Recreation Department.  
(emergency clause requested)

Ord. 68-17

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

**Council comments.**

**Adjournment.**

## MEDINA CITY COUNCIL

Monday, April 24th, 2017

### **Opening:**

Medina City Council met in regular, open session on Monday, April 10th, 2017. 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 present J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

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

### **Minutes:**

Mr. Shields moved that the minutes from the regular meeting on April 10<sup>th</sup>, 2017 meeting as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

### **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 had no report.

Public Properties Committee: Mr. Shields states no report but there is one item that was assigned.

Special Legislation Committee: Mr. Lamb stated they had a meeting last week with a solid discussion about a number of issues regarding zoning. They will be on the Finance agenda next meeting. He stated he appreciates the work that the Planning Commission has done to make clarifications and clean up areas in the code.

Streets & Sidewalks Committee: Mr. Simpson had no report.

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

Emerging Technologies Committee: Mr. Rose had no report.

### **Requests for Council Action:**

#### **Finance Committee**

- 17-068-4/24 -- Elected Official Salary Review Committee Recommendation
- 17-069-4/24 -- Parking Over Sidewalks/Overnight Street Parking Discussion
- 17-070-4/24 -- PY14 CHIP Grant Private Rehab Project -- 1037 Oak Street
- 17-071-4/24 -- State Bid -- Purchase 2017 GMC Sierra for Sanitation Dept.
- 17-072-4/24 -- Amend S&B Code 31.02 & Accept MCRC P/T Pay Scale (Muni Pool)
- 17-073-4/24 -- Job Creation Grant -- Carlisle Brake & Friction, Inc.
- 17-074-4/24 -- ODOT 2017-2018 Salt Purchasing Program
- 17-075-4/24 -- N/S Taxiway Reconstruction -- Amendment #8 -- Delta Airport Consultants

17-076-4/24 – Amend Ord. 101-16 re: Masonic Temple / Theatre Demolition  
17-077-4/24 – Discussion - Amend Expenditure to Crossroads Asphalt – Castle Noel Lot

**Reports of Municipal Officers:**

Dennis Hanwell, Mayor, reported the following:

- 1) Children's Center of Medina County event on Square Sunday, April 23rd 1 p.m. to 3 p.m. - 466 pinwheels were placed in the front yard of St. Francis Church to draw awareness of the number of reported cases of child abuse in Medina County during 2016.
- 2) Arbor Day for City of Medina is designated as Thursday, April 27th. Trees will be presented to third graders in Medina City Schools
- 3) Dr. Tom Tulisiak will resign as Medina Hospital President effective May 1st. I would like to thank Dr. Tulisiak for his leadership and collaboration with the city during his tenure. Thankful he will remain in private practice in Medina. Medina Hospital has improved services under his leadership.
- 4) National Day of Prayer Events Thursday, May 4th:
  - 7 a.m. Prayer Breakfast Williams On the Lake - \$15 tickets available at Medina Community Church & Mayor's office. Speaker Rev. Arthur Ruffin, Second Baptist Church.
  - Noon Prayer Service on the Square. Rain Location - United Church of Christ Congregation
  - 7 p.m. Evening Service at Heartland Community Church, 3400 Weymouth Rd.
- 5) Thursday, May 11th noon to 3 p.m. - National Drug Court Awareness event on Medina Public Square. Free hotdogs will be served.

**Keith Dirham, Finance Director**, stated they are having their first budget hearing for the 2018 to 2022 5-Year Plan this week. The second group of budgets are being worked on by the department heads.

Keith also thanked, on behalf of the Kiwanis Club that he is a member of, the Mayor and the Parks Department for their help potting the 600 trees they will be giving out to the 3<sup>rd</sup> graders later this week.

**Greg Huber, Law Director**, expressed his own observations with respect to Dr. Tulisiak who has been required to meet with him to solve a number of different problems that have come up with LST or issues with the helicopter problem we had. He has been such fine leader for the Medina Hospital. He is going to be missed.

**Lt. Birckbichler, Acting Police Chief**, had no report.

**Kimberly Marshall, Economic Development Director**, stated this Friday, April 28<sup>th</sup> there are a few ribbon cutting ceremonies. The first one is 9 a.m. to celebrate the Easter Seals of Northern Ohio have leased a space at 124 N. Court Street and at 4 p.m. the Grand Reopening for Snap Fitness at 919 N. Court St.

**Jonathon Mendel, Planning Community Director**, had no report.

**Chief Painter, Fire Chief**, had no report.

**Mike Wright, Recreation Center Director**, stated that the new outdoor Memorial Pool presale for season passes started Saturday, April 15<sup>th</sup> at the Rec. Center. They are currently running a 10% off sale through Sunday, April 30<sup>th</sup> and have an opening date scheduled for Memorial Day weekend!

The next Rec. Advisory Committee meeting is Thursday, May 18<sup>th</sup>, at 7:30 a.m. at the Rec. Center.

**Jansen Wehrley, Parks and Recreation Director**, stated that the Forestry Dept. is still in the process of planting a number of trees throughout town. Please be patient with us during this process. We had a very successful Bagatway Lacrosse Tournament this past weekend and this weekend is another very large travel baseball tournament at Reagan Park and Ray Mellert Park for Hot Stove.

**Dan Gladish, Building Official**, had no report.

**Patrick Patton, City Engineer**, notified the residents that Tuesday & Wednesday evenings they will be doing concrete pour on West Smith Rd. This will be overnight starting at 7 p.m. and lasting until 6 or 7 a.m.

**Nino Piccoli, Service Director**, stated there is a company known by Home ID USA that has been taping flyers to mailboxes in residential neighborhoods throughout the city. The company is soliciting residents offering to paint their addresses on the curbs in front of their homes as well as flag logos on the curb. They have not secured a solicitors permit from the Police Department which is required, and secondly, no person or company is permitted to paint on city streets or curbs without approval of the city, and this group does not have such approval.

The City Sanitation Department will be implementing a new yard waste program and they are hopeful to start on May 22<sup>nd</sup> of this year. Yard waste consists of grass clippings, leaves, twigs, branches and shrubbery. We will not pick up rocks, dirt, sod, plastic bags, food waste or gravel. There will be additional information on the cable channels as well as on the city website.

**Notices, Communications and Petitions:**

There were none.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

There were none.

**Introduction and Consideration of Ordinances and Resolutions:**

**Ord. 49-17**

**An Ordinance authorizing the payment of \$28,000 to GB Hawk construction Co., for the Private Home Rehabilitation of 409 E. North Street, Medina as part of the PY16 CHIP Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 049-17, seconded by Mr. Simpson. Mr. Mendel stated this is for a CHIP Grant Project for a private rehabilitation for \$28,000. Emergency is requested due to the nature of the CHIP Program. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 049-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 50-17**

**An Ordinance authorizing the expenditure of \$64,000.08 to Emergitech, Inc. for the annual subscription fees and related expenses for the Computer Aided Dispatch and Records Management System for the Police Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-17, seconded by Mr. Simpson. Lt. Birchbickler stated this is for 2017 maintenance fees for the Police computer system and all of the software including the support for the mobile applications. The roll was called and Ordinance/Resolution No. 050-17 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Res. 51-17**

**A Resolution authorizing the Mayor to file an application for grant assistance with the Lowe's Charitable and Educational Foundation for a grant in the amount of \$25,000 for the purpose of subsidizing the renovation of the upstairs room of the Engine House on Public Square.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 051-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 051-17, seconded by Mr. Simpson. Mr. Mendel states this is an application for \$25,000 to the Lowe's Charitable Educational Foundation for a grant to help pay for the continued cost of the renovation at the Engine House. Emergency is requested so that we can get the application in by the deadline. Mr. Lamb stated he appreciates the work done by the administration helping put the grant together. Mr. Lamb said they have a little over \$40,000 already contributed through the CDC and a donation from the Van Epp family. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb. The roll was called and Ordinance/Resolution No. 051-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Ord. 52-17**

**An Ordinance authorizing the Mayor to sign the Letter of Arrangement with the Auditor of State Dave Yost for the preparation of the annual audit for the City of Medina for the fiscal period ending December 31, 2016.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 052-17, seconded by Mr. Simpson. Mr. Dirham stated this is for their annual audit. The Auditor of State's Office is doing the audit themselves. We don't have a lot of choice, we are required to have an audit. The roll was called on adding the emergency clause and was approved by the yeas of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 052-17 passed by the yeas of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Ord. 53-17**

**An Ordinance authorizing the Mayor to enter into Sponsorship and Sponsor Agreements with Partner Marketing LLC for the purpose of finding persons and companies which desire to place sponsorships inside the Medina Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 053-17, seconded by Mr. Simpson. Mr. Wright stated this ordinance is in regards to the Sponsorship Program for the Medina Rec. Partner Marketing is the firm that was chosen through the RFP (request for proposal) and these are the agreements before you. He thanked the Law Department and the administration, along with Rec Advisory Board and Sponsorship Committee for all of their efforts in this process. The school will be reviewing these agreements in May for their approval. Mr. Shields stated that because this potentially benefits his employer he will abstain from voting. The roll was called and Ordinance/Resolution No. 053-17 passed by the yeas of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and D. Simpson. J. Shields abstained.

**Ord. 54-17**

**An Ordinance repealing and replacing Ordinance No. 4-16, passed January 11, 2016 relative to the Miscellaneous Processing Fees for the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 054-17, seconded by Mr. Simpson. Mr. Wright stated this ordinance is to approve several processing fees for the Recreation Center. This also includes a fee so patrons can now pay for their annual membership monthly, which was a request from the patrons. The roll was called and Ordinance/Resolution No. 054-17 passed by the yeas of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Ord. 55-17**

**An Ordinance amending Ord. 127-15, passed October 26, 2015 relative to Membership Rates for the Medina Community Recreation Center.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 055-17, seconded by Mr. Simpson. Mr. Wright stated this ordinance is to change the "Aquatics Area Only" day pass fee from \$3.00 to \$4.00 for qualified groups. Please note that this has not changed since we opened in 2002. The roll was called and Ordinance/Resolution No. 055-17 passed by the yeas of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Ord. 56-17**

**An Ordinance establishing Program Rates and Pool Rental Rates for the newly renovated Memorial Park Pool.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 056-17, seconded by Mr. Simpson. This ordinance is for the Memorial Pool rental fee rates for the Cabana and before/after hour pool parties. This also designates that the daily admission rates will still apply separately for these rentals. The roll was called and Ordinance/Resolution No. 056-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Hilberg, and M. Kolesar.

**Ord. 57-17**

**An Ordinance amending the Aquatics Program Fees for the Medina Community Recreation Center and the Memorial Park Pool.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 057-17, seconded by Mr. Simpson. This ordinance is designating that all Aquatic program fees for the Memorial Pool will be the same as the Recreation Centers. Mr. Simpson stated we are getting closer and closer to the grand opening of our new Municipal Pool and he wanted to thank Mr. Wright and his staff, Mr. Wehrley and his staff, Mr. Piccoli and his staff, the Building Inspector, Patrick Patton, the Mayor and everybody involved. The roll was called and Ordinance/Resolution No. 057-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 58-17**

**An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending various sections of Part 11 – Planning and Zoning Code.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 058-17, seconded by Mr. Simpson. Mr. Mendel stated this is the outcome of a process that started at the February 9<sup>th</sup>, 2017 Planning Commission Meeting where staff presented and recommended changes to the Zoning Code. Mostly housekeeping / clean-up of various sections where mistakes were made or omissions created during the 2014 adoption of the sizable redo of the Zoning Code. The roll was called and Ordinance/Resolution No. 058-17 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Res. 59-17**

**A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 059-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 059-17, seconded by Mr. Simpson. Mr. Piccoli stated the emergency is needed due to the fact that the city received notification for this participation in the salt contract after the last council meeting. This is our annual salt contract. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 059-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 60-17**

**An Ordinance authorizing the Mayor to enter into a Regional Council of Governments (RCOG) Agreement with the Regional Income Tax Agency (RITA) for the collection of**



**municipal income tax for the City of Medina, Ohio.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 060-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 060-17, seconded by Mr. Simpson. Mr. Dirham stated the City of Medina has had CCA which is the City of Cleveland's Income Tax Agency, collect our income tax for about 40 years, and we began looking into other options but the State was talking about taking it over. Council made the decision to switch over to RITA. Emergency is needed in order to provide 6 months of notice to CCA that we are switching providers. Application for RITA needs to be in by May 5<sup>th</sup>, 2017 for approval. Mr. Coyne stated a number of residents had complaints with CCA and their services. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 060-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**To be added to the agenda:**

Mr. Shields made a motion to add Ordinance 061-17 to tonight's agenda, seconded by Mr. Simpson. The roll was called and passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Ord. 61-17**

**An Ordinance amending Ordinance No. 150-16, passed October 27, 2016 pertaining to the Agreement with Medina United Methodist Church and Mark Klaus, LLC for the use of parking lot areas located on South Court Street.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 061-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 061-17, seconded by Mr. Simpson. Mayor Hanwell stated that the previous ordinance authorized \$38,900 for a four year term of the agreement so the city had a fair amount of time for the investment. Last week when we attempted the grinding of the parking lot, we determined the base was not adequate to support the investment of the repaving over top of it which then added additional costs raising the price from \$38,900 to \$55,000. In exchange, we met with Mark Klaus to discuss this and he has agreed to extend the term from four years to six years because of the additional investment. This parking lot is being used by the public during our Farmer's Market and events on the square. The emergency is needed due to parking lot being unusable at the current moment. Mr. Kolesar will abstain due to his employment. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and B. Lamb. The roll was called and Ordinance/Resolution No. 061-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Council Comments:**

Mr. Rose stated one constituent that challenged him with regards to his comment about voting with your wallet and going where ever you want to go for emergencies and he just wants to be very clear that when there is an emergency you go where you need to go, but keep in mind that within a span of one mile there are three emergency/urgent care places you can chose from.

Mr. Shields announced that Tuesday, May 2<sup>nd</sup> at 7 p.m. he and Mr. Kolesar will be hosting a Ward

Medina City Council  
April 24th, 2017

3 and Ward 4 Neighborhood Meeting at Ella Canavan Elementary School 825 Lawrence St. in the commons.

Mr. Kolesar thanked Kiwanis for their annual contribution to this community recognizing Arbor day with 600 red oak trees. This Saturday, April 29<sup>th</sup> from 9 a.m. to 12 p.m. we are having an Arbor Day/Earth Day event at Roscoe Ewing Park on Guilford Blvd. in the parking lot. This will consist of tree planting, creek clean up and trash pickup. We will supply trash bags and gloves to use.

Mr. Simpson congratulated Bobbie Foy for getting the Homer Smith Teacher of the Year Award for Medina County. Less than 5 weeks away our new unicipal public pool is opening. There are summer passes available now.

Mr. Lamb stated tomorrow at H2 Winery, Dave Edmonds, a local resident wrote a book called Personal Pronouns, and he will be there for a book signing from 4 -6 p.m.

Kings Daughters and Sons is having its annual rummage sale on East North St. this Thursday and Friday at Knights of Columbus.

June 10<sup>th</sup> is the rock concert on the square with more details to follow.

Dolly Yowler sent email out on the loss of our birthing center at Medina Hospital.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 8:15 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

**RESOLUTION NO. 62-17**

**A RESOLUTION COMMENDING DAWN CONWILL FOR  
HER DEDICATED YEARS OF SERVICE TO THE CITY  
OF MEDINA AS ADMINISTRATIVE OFFICE MANAGER  
TO THE MAYOR.**

**WHEREAS:** *Dawn Conwill* has been employed as Administrative Office Manager to the Mayor since January 2, 2002; and

**WHEREAS:** *Dawn Conwill* has, with enthusiasm and effectiveness, made an excellent and constructive contribution to our community; she will be missed both professionally and as a friend; and

**WHEREAS:** Medina City Council wishes to express their gratitude and appreciation to *Dawn Conwill* for her dedicated years of public service to the City of Medina; and

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

**SEC. 1:** That Medina City Council hereby extends their sincere thanks and appreciation to *Dawn Conwill* for her commitment to the City and the community; and wishes her congratulations, good health, and continued success in her life's pursuits.

**SEC. 2** That a signed copy of this Resolution shall be presented to *Dawn Conwill* in recognition of her dedicated service.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**ORDINANCE NO. 63-17****AN ORDINANCE AUTHORIZING THE JOB CREATION GRANT AGREEMENT FOR CARLISLE BRAKE & FRICTION, INC.**

**WHEREAS:** Ordinance No. 154-07, passed September 24, 2007, adopted a Job Creation Grant Program for the City of Medina, Ohio to provide incentives to businesses to retain, create and expand employment opportunities within the City of Medina without utilizing tax revenues or impacting negatively upon the local school system; and

**WHEREAS:** Ordinance No. 194-14, passed November 24, 2014, adopted new guidelines effective December 24, 2014; and

**WHEREAS:** As part of said Job Creation Grant Program, a Business Development Committee was established to review applications and annually review each approved grant for adherence to their grant agreement; and

**WHEREAS:** The Business Development Committee recommended the attached grant agreement for Carlisle Brake & Friction, Inc.

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

**SEC. 1:** That the Job Creation Grant Agreement #JCG13 for Carlisle Brake & Friction is hereby authorized.

**SEC. 2:** That the Mayor is hereby authorized to execute all documentation associated with the Grant.

**SEC. 3:** That a copy of the Job Creation Grant Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

PLEASE REVIEW THE EMPLOYMENT AND PAYROLL NUMBERS FOR CONSISTENCY WITH YOUR APPLICATION FORM. THESE NUMBERS WILL BECOME YOUR COMPANY'S COMMITMENT TO THE CITY OF MEDINA.

ORD. 63-17  
Exh. A

EXHIBIT A

GRANT# JCG13-CarlisleBrake  
&Friction17

(Administrative Only)

JOB CREATION GRANT AGREEMENT

This Agreement made and entered into by and between the CITY OF MEDINA, OHIO, a municipal corporation, with its main offices located at 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter referred to as "Medina") and Carlisle Brake & Friction, Inc. with its main offices located at 6180 Cochran Road, Solon, Ohio 44139 (hereinafter referred to as "Company"), and is dated as of \_\_\_\_\_.

WITNESSETH:

WHEREAS, Medina has encouraged the creation and retention of new job opportunities throughout the City of Medina; and

WHEREAS, Carlisle Brake & Friction, Inc. is desirous of expanding 920 Lake Road, Medina, Ohio 44256 in the city by adding approximately 150,000 sq. ft. expansion for enhanced steel processing and warehousing to create 70 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Medina, Ohio by Ordinance No. 154-07 adopted September 25, 2007 created the Job Creation Grant Program pursuant to Article XVIII, Section 3 and Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City of Medina, having the appropriate authority for the stated type of program, is desirous of providing Carlisle Brake & Friction, Inc. with incentives available for the development of the PROJECT; and

WHEREAS, Carlisle Brake & Friction, Inc. has submitted a proposed Agreement application (herein attached as Exhibit A1) to the City of Medina (said application hereinafter referred to as "Application"); and

WHEREAS, Carlisle Brake & Friction, Inc. has remitted the required application fee of \$ 500.00 made payable to the City of Medina; and

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of Carlisle Brake & Friction, Inc. and has recommended the same to Medina City Council on the basis that Carlisle Brake & Friction, Inc. is qualified by financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. Carlisle Brake & Friction, Inc. shall construct a 150,000 square foot addition at 920 Lake Road, Medina, Ohio for the purpose of enhanced steel processing and warehousing. This project will include infrastructure investments in electricity and also will add several new pieces of machinery and equipment.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$28,600,000(dollars).

- B. The PROJECT will involve a total investment, plus or minus 10%, by Carlisle Brake & Friction, Inc. as follows:

1. New Machinery and Equipment	\$15,600,000
2. Improvements to Existing Buildings	\$ 1,000,000
3. Land/Building Acquisition	\$
4. Construction of facility / improvements	\$12,000,000

<b>TOTAL</b>	<b>\$28,600,000</b>
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- C. Construction of the addition will begin approximately June 1, 2017 and will be completed approximately December, 2018.

3. Job Creation and Retention.

- A. Carlisle Brake & Friction, Inc. shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 70 new full-time permanent job opportunities in the City of Medina.

- 1) Carlisle Brake & Friction, Inc. schedule for hiring permanent full time employees is as follows:

<u>Year</u>	<u>Number of Jobs New to Medina</u>
2018	14
2019	56
2020	0

- B. The job creation period begins approximately August 31, 2017 and all jobs will be in place by December 31, 2019.
- C. The Company currently has 240 employees at the project site. The Company currently has 240 employees in the City of Medina. In total, the Company has 349 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$3,000,010 of additional annual payroll in the City of Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$11,000,000.

4. Issuance of Grant.

- A. The City of Medina hereby grants a Job Creation Grant based upon the creation of new payroll and jobs in the City of Medina, and the implementation of the PROJECT, according to the schedules contained herein in Section 4(C).

<u>Years</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
<b>6</b>	<b>40%</b>

Funding for the grant issued herein shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees.

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be **\$18,750. (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)**
- C. To receive a grant in any given year, **Carlisle Brake & Friction, Inc** must retain full time permanent jobs existing in Medina prior to the Agreement.

- (1) If **Carlisle Brake & Friction, Inc.** does not achieve at least 90% of new payroll projections, **Carlisle Brake & Friction, Inc.** shall receive reduced incentives according to the schedule below:

<u>% of New Payroll Projection Achieved</u>	<u>Amount of Grant as a Percentage of Payroll Taxes New to Medina</u>
90-100%	full grant
85-89%	reduce grant by 5% (Ex.: 40% grant reduced to 35%)
80-84%	reduce grant by 10% (Ex.: 40% grant reduced to 30%)
75-79%	reduce grant by 15%
Less than 75%	no grant for that year; and

- (2) If **Carlisle Brake & Friction, Inc.** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) If **Carlisle Brake & Friction, Inc.** has multiple locations in the City of Medina and new employment and new payroll projections are met at any combination of locations in the City of Medina, **Carlisle Brake & Friction, Inc.** will receive its annual grant payment.
- (4) New payroll is defined as that amount in excess of the amount in Section 3(E) above.



5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 1 projections must be met by December 31, 2018. The initial grant payment shall be made by approximately June 30<sup>th</sup>, 2020, provided that **Carlisle Brake & Friction, Inc** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2019, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by **Carlisle Brake & Friction, Inc** to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and **Carlisle Brake & Friction, Inc** is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that **Carlisle Brake & Friction, Inc** files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If **Carlisle Brake & Friction, Inc** requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of **Carlisle Brake & Friction, Inc** to advise the Economic Development Director of the filing extension.

C. Use of Grant Payments. Grants shall be allocated by **Carlisle Brake & Friction, Inc** for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.

6. Payment of Taxes and Filing Reports and Returns. **Carlisle Brake & Friction, Inc** shall pay all taxes and shall file all tax reports and returns as required by law. If **Carlisle Brake & Friction, Inc** fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Information for Annual Review. **Carlisle Brake & Friction, Inc** shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate **Carlisle Brake & Friction, Inc's** compliance with the Agreement.
8. Maintenance of Grant.
  - A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
  - B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **Carlisle Brake & Friction, Inc** materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. **Carlisle Brake & Friction, Inc** certifies that at the time this Agreement is executed, **Carlisle Brake & Friction, Inc** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **Carlisle Brake & Friction, Inc** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **Carlisle Brake & Friction, Inc** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Carlisle Brake & Friction, Inc**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
10. Non-Discrimination Hiring. Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Carlisle Brake & Friction, Inc** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Carlisle Brake & Friction, Inc** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of

the Facility and Project in a manner similar to that of **Carlisle Brake & Friction, Inc** in all pertinent respects.

12. Termination or Modification of Incentives.

- A. If **Carlisle Brake & Friction, Inc** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- B. If **Carlisle Brake & Friction, Inc.** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
- C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
- D. If **Carlisle Brake & Friction, Inc.** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Carlisle Brake & Friction, Inc.'s** breach or default.

In the case as provided in this Subsection D, the City of Medina's termination or modification of this Agreement may be instituted only if **Carlisle Brake & Friction, Inc.** fails to cure any breach of any term of this Agreement as determined by the City of Medina within ten (10) days of receiving written notice of such failure from the City of Medina or, if cure of the breach cannot be completed within ten (10) days, if **Carlisle Brake & Friction, Inc.** has not made a good faith start of the cure, and/or not diligently pursued same.

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny **Carlisle Brake & Friction, Inc.** the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
  - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) **Carlisle Brake & Friction, Inc.** vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 8 (numeral) year period beginning on the effective date of this Agreement.

The City of Medina may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and **Carlisle Brake & Friction, Inc.** shall pay directly to the City of Medina or its authorized agent any and all grant payments awarded under this Agreement due on the date **Carlisle Brake & Friction, Inc.** moves the Project out of the City of Medina or terminates its operations at the Facility altogether during the 8 year period beginning on the effective date of this Agreement; or within ten (10) days from the date **Carlisle Brake & Friction, Inc.** is notified by the City of Medina that any tax certification is fraudulent.

G. **Carlisle Brake & Friction, Inc.** or successor entity shall promptly notify the City of Medina if any of the following events occur:

- (i) If control of **Carlisle Brake & Friction, Inc.** or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
- (ii) If **Carlisle Brake & Friction, Inc.** merges with another entity or
- (iii) If **Carlisle Brake & Friction, Inc.** substantially restructures itself through an acquisition or divestiture or otherwise

and if any of these events affects the ability of **Carlisle Brake & Friction, Inc.** or its successor entity to perform substantially the obligations of **Carlisle Brake & Friction, Inc.** under this Agreement and to meet the employment and payroll projections anticipated herein. "Control of **Carlisle Brake & Friction, Inc.**" for the purposes of this subsection means that persons and/or entities owning the majority of Company's outstanding voting stock at the date of this Agreement cease to own such or cease to have the unconditional right to elect a majority of **Carlisle Brake & Friction, Inc.**'s board of directors.

H. Each provision for modification or termination hereunder shall not affect **Carlisle Brake & Friction, Inc.**'s obligations or the City of Medina's rights under any other provision of this Agreement.

13. Fees. **Carlisle Brake & Friction, Inc.** shall pay an annual fee of \$ 500 (five hundred dollars) in each year that **Carlisle Brake & Friction, Inc.** has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.

14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the City to: Dennis Hanwell, Mayor  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

With a copy to: Director of Law— City of Medina  
Gregory Huber  
Medina City Hall  
132 N. Elmwood Avenue  
Medina, Ohio 44256

If to Carlisle Brake & Friction, Inc. to:

Carlisle Brake & Friction, Inc.  
6180 Cochran Road  
Solon, Ohio 44139

or such other address as may be noticed.

15. Condition Precedent. **Carlisle Brake & Friction, Inc.** and Medina acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Medina as a condition for the Agreement to take effect.

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **Carlisle Brake & Friction, Inc.**, by \_\_\_\_\_, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSED BY:

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

CITY OF MEDINA

By: \_\_\_\_\_  
*Dennis Hanwell*

Title: Mayor

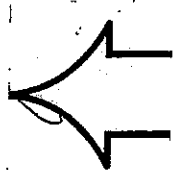
WITNESSED BY:

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

CARLISLE BRAKE & FRICTION, INC.

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

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



The legal form and correctness of the  
within instrument is hereby approved.

DIRECTOR OF LAW— CITY OF MEDINA

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

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

**ORDINANCE NO. 64-17****AN ORDINANCE AMENDING ORDINANCE NO. 101-16,  
PASSED JULY 11, 2016, AUTHORIZING THE INCREASE OF  
THE EXPENDITURE TO JOHNSON-LAUX CONSTRUCTION  
FOR THE DEMOLITION OF THE MASONIC TEMPLE AND  
MEDINA THEATRE BUILDING.**

**WHEREAS:** Ordinance 101-16, passed July 11, 2016, authorized the expenditure to Johnson-Laux Construction for \$376,000.00 for the demolition of the Masonic Temple and Medina Theatre Building located at 120 N. Elmwood Avenue, Medina City Job #919; and

**WHEREAS:** The cost of the demolition was increased by \$9,500.00 to cover the costs for the abatement of asbestos materials discovered during the demolition process.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to increase the expenditure to Johnson-Laux Construction for the increased costs of demolition from \$376,000.00 to \$385,500.00.

**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 expenditure in the amount of \$9,500.00, are available in Account No. 301-0707-54411.

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

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

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**ORDINANCE NO. 65-17**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE  
(1) 2017 GMC SIERRA 4WD CREW CAB PICKUP TRUCK  
FROM MEDINA AUTO MALL TO BE USED BY THE  
SANITATION DEPARTMENT.**

**WHEREAS:** In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into 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 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) 2017 GMC Sierra 4WD Crew Cab Pickup Truck from Medina Auto Mall, State of Ohio Cooperative Purchasing Program Contract Number GDC093, is hereby authorized to be used by the Sanitation 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 \$29,433.50, are available in Account No. 514-0543-54417.

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

**SEC. 5:** That this Ordinance shall be 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. 66-17**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 8 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR RE-BIDDING SERVICES FOR THE NORTH-SOUTH TAXIWAY RECONSTRUCTION PROJECT AT THE MEDINA MUNICIPAL AIRPORT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into Amendment No. 8 to the Agreement with Delta Airport Consultants, Inc. for the Administration Services for the Rehabilitation of the Transient Apron (City Job #1015) at the Medina Municipal Airport.
- SEC. 2:** That that a copy of Amendment No. 8 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this amendment, in the estimated amount of \$7,800.00 are available as follows: \$7,020.00 in Account No. 147-0670-54411, and \$780.00 in Account No. 547-0670-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
President of Council

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
Clerk of Council

**SIGNED:** \_\_\_\_\_  
Mayor

**AMENDMENT NO. EIGHT (8) – REVISED**

**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: North-South Taxiway Reconstruction  
(Rebidding Phase Services)

DELTA PROJECT NO: 15108

DATE OF ISSUANCE: April 10, 2017

ATTACHMENTS: "8-1" Task Narrative  
"8-2" Fee Summary

METHOD OF PAYMENT: Lump Sum

AMOUNT: \$7,800.00 (Article 7.13)

CONTRACT TIME: Rebidding Phase Services – 30 Calendar Days (Article 6.9)

PROJECT DESCRIPTION: See Attachment "8-1"

*The original Agreement for Professional Engineering Services between the City of Medina (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Medina Municipal Airport dated July 15, 2008, shall govern all AMENDMENTS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.*

**ACCEPTED:**

by  4-10-17

**David W. Jones, P.E., C.M.**  
**Vice President**

**CONSULTANT**  
**Delta Airport Consultants, Inc.**  
**20545 Center Ridge Road #450**  
**Cleveland, OH 44116**

**APPROVED:**

by \_\_\_\_\_

**Dennis Hanwell**  
**Mayor**

**SPONSOR**  
**City of Medina**  
**132 N. Elmwood Ave.**  
**Medina, OH 44256**



## **ATTACHMENT "8-1"**

### **TASK NARRATIVE**

This project at the Medina Municipal Airport, Medina, Ohio is to provide rebidding phase services for the North-South Taxiway Reconstruction project. The project is to include the following project elements:

- Rehabilitate a portion of the existing North-South Taxiway with an overlay (approximately 1,336 feet)
- Extend the North-South Taxiway to the Runway 01 approach end (approximately 648 feet)
- Remove the existing aircraft hold apron
- Remove the two (2) existing connector taxiways

Rebidding Phase Services are to include:

1. Reissue existing as-bid drawings and specifications.
2. Provide up to ten (10) hard copies of the existing sealed plans, specifications, and bid proposal documents for rebidding of the project.
3. Make available to prospective bidders PDF files of the existing sealed plans, specifications, and bid proposal documents for rebidding of the project through the Delta Airport Consultants, Inc. website bidding portal.
4. Provide limited rebidding phase services; limited to bid document distribution, advertisement preparation, attend a single pre-bid meeting, distribute bidder questions and answers, prepare bid tabulation and coordinate award of the project.
5. Review Agency Coordination: Assist the Owner and provide technical information for project award coordination with the FAA, ODOT Office of Aviation and other governmental review and funding agencies.

Items excluded from the scope of work but may be included under a separate Amendment include:

6. If required by FAA, revise existing and resubmit FAA Form 7460-1 "Notice of Proposed Construction" for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.
7. If required by FAA, revise existing and resubmit Construction Safety Phasing Plan (CSPP) and report document per FAA guidelines for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.

8. Review existing design, as-bid plans, and specifications related to the original bid unit prices that were considerably out of line with the Engineer's Opinion of Probable Construction Cost to see if any revisions in design or how items are paid could help improve project construction efficiency resulting in an overall construction project cost savings and/or simply more reasonable and competitive bids.
9. Publishing of bid advertisement in media other than the Delta Airport Consultant, Inc. website project bidding portal. Rebid advertisement costs are not included and shall be incurred by the Sponsor.
10. Attend bid opening.
11. Construction Administration Services are not included in this scope of work but will be included under a separate Amendment.

**END TASK NARRATIVE**

**ATTACHMENT 8-2  
FEE SUMMARY**

**Rebidding Phase Services**

Project Title: North-South Taxiway Reconstruction  
Airport Name: Medina Municipal Airport (1G5)  
Airport Location: Medina, Ohio

Delta Airport Consultants, Inc.

AIP Project No. 4-2016 (design & bidding)  
State Project No. 16-12 (construction)  
Delta Project No. 15108

Date: April 10, 2017

Delta Costs - Design & Bidding		
Basic Services		
Schematic Design Phase (SD)		Not Included
Design Development Phase (DD)		Not Included
Construction Document Phase (CD)		Not Included
Bidding Phase Services (BD)		\$7,800
	Subtotal:	\$7,800
Special Services		
Project Administration		Not Included
	Subtotal:	\$0
Design Lump Sum:		\$7,800

<b>TOTAL:</b>	<b>\$7,800</b>
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**ORDINANCE NO. 67-17**

**AN ORDINANCE AMENDING SECTION 31.02 (A)(1) OF THE  
SALARIES AND BENEFITS CODE OF THE CITY OF  
MEDINA, OHIO RELATIVE TO SEASONAL EMPLOYEES  
IN THE RECREATION DEPARTMENT, AND DECLARING  
AN EMERGENCY.**

**WHEREAS:** Section 31.02 (A)(1) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Recreation Department presently reads as follows:

- (A) **SEASONAL EMPLOYEES.** (Seasonal positions may not be filled for more than 910 hours or 180 calendar days except those addressed in Teamsters contract.)

(1) **RECREATION DEPARTMENT**

<u>Positions</u>		<u>Hourly Rate</u>
1	Memorial Pool Manager*	Pay Grade 56A
1	Memorial Pool Head Lifeguard*	see 31.02(E) MCRC pay scale
1	Memorial Pool Deck Supervisor*	Pay Grade 53A
1	Memorial Pool Cashier*	Pay Grade 51A
7	Lifeguards*	see 31.02(E) MCRC pay scale
	Maintenance**	Pay Grade 51A

\* A position may be filled by more than one person per day not to exceed the normal operating hours.

\*\* Number of positions, hours and days per Teamster Contract Article 30, Section 2.

(Ord. 99-04, 134-11)

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

**SEC. 1:** That Section 31.02 (A)(1) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows:

- (A) **SEASONAL EMPLOYEES.** (Seasonal positions may not be filled for more than 910 hours or 180 calendar days except those addressed in Teamsters contract.)

(1) **RECREATION DEPARTMENT**

<u>Positions</u>		<u>Hourly Rate</u>	<u>RC Code</u>
1	Memorial Pool Manager*	See 31.02(E) MCRC pay scale	29/30
1	Memorial Pool Head Lifeguard*	See 31.02(E) MCRC pay scale	20
1	Memorial Pool Deck Supervisor*	See 31.02(E) MCRC pay scale	22
1	Memorial Pool Cashier*	See 31.02(E) MCRC pay scale	12
7	Lifeguards*	See 31.02(E) MCRC pay scale	9