

CITY OF MEDINA
AGENDA FOR COUNCIL MEETING

July 10, 2017
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (June 26, 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.

Ord. 103-17

An Ordinance amending Ordinance No. 99-17, passed June 26, 2017, relative to Section 31.01 of the Salary and Benefits Code, the Schedule of Pay for the positions of Members of Council.
(emergency clause requested)

Ord. 104-17

An Ordinance amending Section 31.14 (A) of the Salaries and Benefits Code of the City of Medina, Ohio relative to Sick Leave.

Ord. 105-17

An Ordinance amending Ord. No. 49-17, passed April 24, 2017, authorizing the increase of the expenditure to GB Hawk Construction to \$29,250.00 for the PY16 CHIP Grant Project at 409 E. North Street.
(emergency clause requested)

Res. 106-17

A Resolution adopting the Tax Budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2018 and submitting the same to the Medina County Auditor.

Ord. 107-17

An Ordinance authorizing the payment of \$36,000.00 to GB Hawk Construction Co. for the Private Home Rehabilitation at 540 Ridge Drive, Medina as part of the PY16 CHIP Grant Program.
(emergency clause requested)

Ord. 108-17

An Ordinance amending Ordinance No. 142-16, passed October 11, 2016, relative to the Pool House Renovation Project at Memorial Park.
(emergency clause requested)

Ord. 109-17

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Guilford Boulevard Bridge Project.

Ord. 110-17

An Ordinance to amend the Codified Ordinances of the City of Medina, Ohio, Sections 1147.13, 1147.16, 1155.01, and 1135.13 (C) of Part 11 – The Planning and Zoning Code.

Ord. 111-17

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

Ord. 112-17

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, June 26th, 2017

Public Hearing

To consider various text amendments to the following sections of the planning and Zoning Code of the codified ordinances of the City of Medina, Ohio:

Sections 1147.13 and 1147.16 relative to Signs, Section 1155.01 relative to Fences, and Section 1135.13(c) relative to Building Development Standards.

FOR: Mr. Mendel spoke in favor of the text amendments stating these were taken to the Planning Commission in February 2017. The Finance Committee held these items back and sent them to the Special Legislation Committee for further review. Most of these sections are just clarifying processes. 1155.01 provides a little more flexibility for corner lots in relation to fencing. 1135.13(c) gives more flexibility for materials and percentage of materials on publicly visible facades within the Building Development Standards of the C2 Zoning District.

AGAINST: Nobody spoke against the text amendments.

Public Hearing was closed at 7:36 p.m.

Opening:

Medina City Council met in regular, open session on Monday, June 26th, 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, Jansen Wehrley, Jarrod Fry and Acting Police Chief Lt. Birckbichler.

Minutes:

Mr. Shields moved that the minutes from the regular meeting on June 12th, 2017 as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yeas 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 prior to break on July 10th.

Health, Safety & Sanitation Committee: Mr. Kolesar set a tentative date for July 25th for the next Health, Safety & Sanitation Committee at 5:00 p.m. in the Multi-Purpose Room.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

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

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

Emerging Technologies Committee: Mr. Rose stated at their last meeting they discussed the Court's Software, disaster recovery and having to replace Emergitech

Requests for Council Action:

Finance Committee

- 17-119-6/16 – Amend Salary & Benefits Code 31.14 – Sick Leave
- 17-120-6/16 – Increase Expenditure – P.O. #2017-1031 – GB Hawk Construction
- 17-121-6/26 – 2018 Tax Budget
- 17-122-6/26 – PY16 Private Rehab, 540 Ridge Dr.
- 17-123-6/26 – Amend S&B Code 31.05 – Police/Fire Chief – Civil Service Classification
- 17-124-6/26 – Amend Ord. 142-16 and 143-16 – re: Memorial Pool Construction
- 17-125-6/26 – LPA Project Agreement w/ ODOT – Guilford Blvd. Bridge
- 17-126-6/26 – Discussion – Review of 2016/2017 Sidewalk Program
- 17-127-6/26 – Increase Expenditure – Your Construction P.O. #2017-1022

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Band Concerts continue on Friday evening at 8:30 p.m. This past Friday, June 23rd, concert was cancelled due to weather and Saturday's Farmer's Market moved to Broadway Street to preserve uptown park turf.
- 2) Farmer's Market each Saturday morning from 9 a.m. to 1 p.m.
- 3) Both Farmer's Market and Medina Community Band are very cooperative with the city in cancelling or moving events off the turf to help preserve our park.
- 4) Many activities and visitors to our Square and many positive comments.
- 5) Police Chief resigned effective June 21st. July 5th Civil Service will discuss selection of testing contractor, components of test and ranking of same, as well as consider removal of Civil Service protection for Chief of Police and Fire.
- 6) July 3rd evening - Fireworks presented by the City of Medina, Medina Township and Montville Township. Fireworks are set off at the Medina High School. Rain date is July 5th, same location.
- 7) July 4th, parade at 6 p.m. from Spring Grove and Liberty to Square.
- 8) July 4th Concert is at 8:30 p.m. on Medina Public Square.

Keith Dirham, Finance Director, states the tax budget was discussed at the earlier finance meeting and that is the first component of the city's budget for 2018. Our income tax collections have been stronger than anticipated so our revenue estimate for that has increased.

Greg Huber, Law Director, had no report.

Lt. Birckbichler, Acting Police Chief, effective today, a drug drop box has been placed in the

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front lobby of the Police Department. This is for our residents to use for unwanted or expired medications. Lt. Birckbichler reminded residents that the intersection of Reagan & Court is marked a no left turn coming from either direction. We have received numerous complaints and have issued 116 tickets, that number includes written warnings and we will continue to step up enforcement there until that project is completed. With all the visitors and activities occurring on the Square, we would like to remind drivers to pay attention to pedestrians especially at the crosswalks in the center of the square.

Kimberly Marshall, Economic Development Director, reported on Friday, June 23rd welcomed a few new businesses to the city and one expansion. Expanding was High Voltage Carting adding a half mile outdoor track. Floor Coverings of Medina – 620 E. Smith Rd. Suite W-3, Rafrachir skin care facial facility – 750 E. Washington St. Suite A-2.

Jonathon Mendel, Planning Community Director, had no report.

Chief Painter, Fire Chief, had no report.

Mike Wright, Recreation Center Director,

Jansen Wehrley, Parks and Recreation Director, stated First Energy Corporation and Ohio Edison and Forestry Department will begin to notification of property owners on the west side of Medina on 6 utility circuits in the next 2 weeks.

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, updated West Smith progress stating the work is continuing and they anticipate opening up the road to two-way traffic by July 22nd. North Court Street - ODOT has informed us that they anticipate flipping traffic the week of July 17th. Reagan Parkway - will replace the concrete in the center lane and during the day they are limiting traffic to one-way eastbound.

Jarrold Fry, Medina Cable TV, had no report.

Nino Piccoli, Service Director, commented that the Yard Waste Program is progressing well.

Confirmation of Mayoral Appointments:

Planning Commission – Monica Russell, Expiring 12/31/2020
Planning Commission – (1st Alternate) – Andrew Dutton, Expiring 12/31/2019
Planning Commission – (2nd Alternate) – Bob Thompson, Expiring 12/31/2020

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

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Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Rebecca Conley resides at 664 Tremain Place commented she had a record request – Labrynth responded to Law Director June 13th, 2017 – still no report from LMG. Jonathon stated they have the final report on disc and was going to contact Rebecca Conley. He stated he will have a copy for her in the morning if she'd like to pick it up.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 092-17:

An Ordinance amending Section 339.26 of the Codified Ordinance of the City of Medina, Ohio relative to Truck Routes. Mr. Shields moved for the adoption of Ordinance/Resolution No. 092-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 092-17, seconded by Mr. Simpson. Mr. Huber stated there is a list of streets that are non-truck route streets that would be available for trucks that are hauling debris and material. Currently our ordinance doesn't provide any ability to use any of these routes temporarily while these streets are under construction. This ordinance is being offered to allow the Mayor to temporarily designate certain streets these trucks can use for a short time to haul material in and haul out debris. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 092-17 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 093-17:

An Ordinance authorizing the Job Creation Grant Payment of \$22,500 to Sandridge Food Corporation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 093-17, seconded by Mr. Simpson. The Business Development Committee met with the company to review their progress and noted they have met their job creation goal at 216.10% of their payroll goal which qualifies them for the grant and information has been verified by the CCA. The roll was called and Ordinance/Resolution No. 093-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Res. 094-17:

A Resolution authorizing the filing of an Application for Grant Assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the small Cities PY17 Community Development Block Grant (CDBG) Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 094-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 094-17, seconded by Mr. Simpson. Mr. Mendel stated this is for a 2 year grant. Code Enforcement - \$30,000, Public Transit - \$22,500, Sidewalk Improvements - \$82,500, Fair Housing - \$5,000 and

then Administration - \$10,000. Looking to apply for a Critical Infrastructure Grant for South Broadway Street as well. Application is due July 14th and the emergency clause is needed for that reason. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 094-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 95-17:

An Ordinance to authorize the increase of the expenditure to Wingfoot Tire Systems, Inc. from \$15,000 to \$35,000 for the Service Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 095-17, seconded by Mr. Simpson. Mr. Piccoli stated they have provided excellent products and service to the City of Medina for many years. The roll was called and Ordinance/Resolution No. 095-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 096-17:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2017 Concrete Pavement General Services Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 096-17, seconded by Mr. Simpson. Mr. Patton would like to separate these into two different programs. We do plan on using this contractor to do our sidewalk program for this year as well as installation of the sidewalk on Foundry St. The roll was called and Ordinance/Resolution No. 096-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Ord. 097-17:

An Ordinance authorizing the payment to GB Hawk Construction Co. for the Private Home Rehabilitation at 4144 St. James Drive, Brunswick, Ohio as part of the PY16 CHIP Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 098-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 098-17, seconded by Mr. Simpson. Mr. Mendel stated this is a CHIP project under our administration of the grant for our partner the City of Brunswick. Emergency clause will allow us to pay the contractors. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 098-17 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 098-17:

An Ordinance amending sections 31.02(B)(1), 31.04, 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Parks Department, and accepting the Job Description of Tree Care Technician. Mr. Shields moved for the adoption of Ordinance/Resolution No. 098-17, seconded by Mr. Simpson. Mr. Wehrley stated this ordinance amends several sections relative to the Parks Department. Specifically adding 31.04(I) which gives the individual employee as the Tree Care Technician the opportunity to receive a 7% shift premium should they obtain a certification from the International Society of Arboriculture as a certified Arborist also including some minor changes to the job description. The roll was called and

Ordinance/Resolution No. 098-17 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

Ord. 099-17:

An Ordinance amending Section 31.01 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Schedule of Pay for the Positions of Mayor, Director of Finance, and Members of Council. Mr. Shields moved for the adoption of Ordinance/Resolution No. 099-17, seconded by Mr. Simpson. Mr. Coyne stated during the review of the current pay for the various offices including the Director of Finance, we have made a modification based on the cost of living adjustment. 2% increase over the next four years for Finance Director and the Mayor and only applies to the new elected Director of Finance and the newly elected Mayor. Determination has been made for the Council Members and the Council President to move forward with the increases. Mr. Lamb respectfully disagrees with a couple of these pay raises. Not that he doesn't think they are deserved. He views his pay as a stipend and is thrilled to have the job. He stated that City Council is not giving themselves a pay raise, City Council is giving the positions a pay raise for the people that are elected next. He also feels the Mayor's position, the CEO of the City is the highest position and that's the position that should be the highest paid. The roll was called and Ordinance/Resolution No. 099-17 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 100-17:

An Ordinance authorizing an Environmental Covenant (Conservation Easement) for the Champion Creek Restoration Project Grant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 100-17, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 100-17, seconded by Mr. Simpson. Mr. Mendel stated this is one of the last steps to completing Champion Creek 319 Grant. These easements would help preserve the value/work that was done in the creek way and creek bed with the dollars that were allocated. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 100-17 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 101-17:

An Ordinance amending Sections 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Cable TV Department and accepting the Job Description of Assistant Producer/ Technical Operations Director. Mr. Shields moved for the adoption of Ordinance/Resolution No. 101-17, seconded by Mr. Simpson. Mr. Fry stated this is a shared position with the Medina City School District and the Performing Arts Center at the Medina City School District and the City of Medina. Job responsibilities have changed for this position becoming a managerial role with some supervisory responsibilities as well. The city pays the benefits of this employee and the School District covers the salary for this employee. The roll was called and Ordinance/Resolution No. 101-17 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

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Ord. 102-17:

An Ordinance amending Rule VIII (K) (3) of the Civil Services Rules and Regulations of the City of Medina relative to Probationary Periods for Promotional Appointments. Mr. Shields moved for the adoption of Ordinance/Resolution No. 102-17, seconded by Mr. Simpson. Mayor Hanwell stated there was a 45 day probationary period and we are asking to extend that to a year. The roll was called and Ordinance/Resolution No. 102-17 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Council Comments:

Mr. Hilberg spoke with Mayor Hanwell regarding the prescription drug boxes and his opinion was, the easier we can make it to have these boxes and have these prescription drugs not being used, the more likely they will remain out of the hands they don't belong in. He thanked the Mayor for making this a quick process.

Mr. Rose stated soon the State Legislator will be voting on House Bill 49. One of the items in that bill is the taking away the collection of certain taxes for the City. The state is going to do it then charge us a fee to give us our money back and he asks the residents of the City of Medina to please contact representative Hambley and Senator Obhof and ask them to vote no on that bill. We do a good job of handling our money and don't need their help.

Adjournment:

There being no further business before Council, the meeting adjourned at 8:13 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 103-17

AN ORDINANCE AMENDING ORDINANCE NO. 99-17, PASSED JUNE 26, 2017, RELATIVE TO SECTION 31.01 OF THE SALARY AND BENEFITS CODE, THE SCHEDULE OF PAY FOR THE POSITIONS OF MEMBERS OF COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 99-17, passed June 26, 2017, authorized the amending Section 31.01 of the Salary and Benefits Code, the Schedule of Pay for the positions of Members of Council; and

WHEREAS: This Ordinance needs to be amended to further clarify that only the Council offices up for election this November will be affected by the salary changes for the years 2018 and 2019.

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

SEC. 1: That the position of Council President elected in 2015 will continue to have the annual salary of \$9,000 until the term ends and then following the 2019 election, it shall increase to \$13,140 in 2020, and then \$13,776 in 2021; and Section 31.01 of the Salary and Benefits Code shall be amended to read in part as follows:

President of Council	\$ 9,000.00 (Annual – 2018)	Payable Monthly
(Term 1/1/16-12/31-19)	\$ 9,000.00 (Annual – 2019)	Payable Monthly
	\$13,140.00 (Annual – 2020)	Payable Monthly
	\$13,776.00 (Annual – 2021)	Payable Monthly

SEC. 2: That for Council Member positions that were first elected in 2015, they shall remain at \$6,000 annually until the term ends in 2019, then increase to \$8,760.00 in 2020 and \$9,180 in 2021; and Section 31.01 of the Salary and Benefits Code shall be amended to read in part as follows:

Council Members (1/1/18-12/31/21)		
Ward 1 Council	\$ 7,920.00 (Annual – 2018)	Payable Monthly
Ward 3 Council	\$ 8,340.00 (Annual – 2019)	Payable Monthly
At-Large Council (Rose)	\$ 8,760.00 (Annual – 2020)	Payable Monthly
	\$ 9,180.00 (Annual – 2021)	Payable Monthly
Council Members (1/1/16-12/31/19)		
Ward 2 Council	\$ 6,000.00 (Annual – 2018)	Payable Monthly
Ward 4 Council	\$ 6,000.00 (Annual – 2019)	Payable Monthly
At-Large Council (Lamb)	\$ 8,760.00 (Annual – 2020)	Payable Monthly
	\$ 9,180.00 (Annual – 2021)	Payable Monthly

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the salaries need to be in place before the filing deadline in August, 2017, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 104-17**AN ORDINANCE AMENDING SECTION 31.14 (A) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO SICK LEAVE.**

WHEREAS: Section 31.14 (A) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows:

SECTION 31.14 SICK LEAVE.

(A) Each full-time City employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4-6/10) hours with pay. Employees may use such sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family. Unused sick leave shall be cumulative up to 120 days, unless more than 120 days are approved by the responsible administrative officer of the employing unit. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. (The responsible administrative officer of the employing unit may require the employee to furnish satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.)

Any non-union employee shall be permitted to convert two (2) days of sick leave to two (2) days of stress time for each six- (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section, but hours are deducted from sick time balance.

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

SEC. 1: That Section 31.14 (A) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows (with the new addition bold & underlined):

SECTION 31.14 SICK LEAVE.

(A) Each full-time City employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4-6/10) hours with pay. Employees may use such sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family. Unused sick leave shall be cumulative up to 120 days, unless more than 120 days are approved by the responsible administrative officer of the employing unit. The previously accumulated sick leave of an employee who has been separated from the City's service may be placed to his credit upon his re-employment in the City service,

provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. (The responsible administrative officer of the employing unit may require the employee to furnish satisfactory affidavit that this absence was caused by illness due to any of the causes mentioned in this section.)

Any non-union employee shall be permitted to convert two (2) days of sick leave to two (2) days of stress time for each six- (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section, but hours are deducted from sick time balance. *The stress days under this section must be utilized within six months of when they are earned, and shall only be taken with the advance approval of the supervisor or department head, except where the day is used in an emergency situation.*

SEC. 2: That employees who have accumulated stress days and have them on record currently shall use them prior to the end of this calendar year, December 31, 2017.

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 Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 105-17

AN ORDINANCE AMENDING ORDINANCE NO. 49-17, PASSED APRIL 24, 2017, AUTHORIZING THE INCREASE OF THE EXPENDITURE TO GB HAWK CONSTRUCTION TO \$29,250.00 FOR THE PY16 CHIP GRANT PROJECT AT 409 E. NORTH STREET, AND DECLARING AN EMERGENCY.

WHEREAS: Due to a change order in the amount of \$1,250.00, it is deemed necessary to increase the expenditure on Purchase Order #2017001031 from \$28,000.00 to \$29,250.00, which requires Council approval; and

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

SEC. 1: That the Purchase Order #2017001031 for GB Hawk Construction is hereby authorized to be increased to \$29,250.00 relative to Activity #AC-16-06 of the PY16 CHIP Grant, thereby amending Ordinance No. 49-17, passed April 24, 2017.

SEC. 2: That the funds to cover this increased expenditure are available in Account No. 139-0456-52215.

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

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

PASSED: _____ **SIGNED:** _____
President of Council Pro-Tem

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

SIGNED: _____
Mayor

RESOLUTION NO. 106-17**A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF MEDINA, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND SUBMITTING THE SAME TO THE MEDINA COUNTY AUDITOR.**

WHEREAS: The Director of Finance has heretofore prepared a tentative tax budget for the City of Medina, Ohio for the fiscal year beginning January 1, 2018 showing detailed estimates of all balances that will be available at the beginning of the year 2018 for the purposes of such year and of all revenues to be received for such fiscal year including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types or classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from the said revenues or balances; and otherwise conforming with the requirements of law; and

WHEREAS: The budget has been made conveniently available for public inspection for at least 10 days by having copies thereof on file in the office of the Director of Finance.

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

SEC. 1: That the tax budget of the City of Medina, Ohio for the fiscal year beginning January 1, 2018 is hereby adopted as the official tax budget of the City of Medina for the fiscal year beginning January 1, 2018. Copies of the tax budget are on file in the office of the Director of Finance for public inspection.

SEC. 2: That the Clerk of Council is hereby authorized and directed to certify a copy of the tax budget and a copy of this Resolution and transmit the same to the Medina County Auditor on or before July 20th.

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

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

PASSED: _____ **SIGNED:** _____
President of Council Pro-Tem

ATTEST: _____ **APPROVED:** _____
Clerk of Council
SIGNED: _____
Mayor



132 North Elmwood Ave.
P.O. Box 703
Medina, Ohio 44258-0703
Phone: 330-725-8861
Fax: 330-722-9045
www.medinaoh.org

Res. 106-17
Exh. A

To: Council, Mayor

From: Keith H. Dirham, Director of Finance

Re: 2018 Tax Budget

Date: Monday, June 26, 2017

Attached is your copy of the Tax Budget. The comparative millages are offered for your review.

	2012	2013	2014	2015	2016	2017	2018
Inside Millage							
General Fund	2.70	2.70	2.50	2.30	2.30	2.30	2.10
Police Pension	0.50	0.50	0.70	0.90	0.90	0.90	1.10
Outside Millage							
Fire Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ambulance	2.20	2.20	2.20	2.20	2.20	2.20	2.20
Inside total	3.20	3.20	3.20	3.20	3.20	3.20	3.20

City of Medina
Schedule A

Fund (requesting general property Tax)	Requested of Budget Commission	Approved by Budget Commission Inside	Amount Derived from Levies Outside	County Auditor's Estimate of Tax Rate to be Levied	
				Inside	Outside
Government Funds					
General Fund	\$ 1,850,000.00				
Police and Fire Disability Pension	\$ 650,000.00				
Emergency Medical Service	\$ 2,000,000.00				
Fire Bond Retirement	\$ -				
Total All Funds	\$ 4,500,000.00				

City of Medina
General Fund

Exhibit I

Description (1)	Actual 2015 (2)	2016 (3)	Current Est. 2017 (4)	Budget Est 2018 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	1,136,467.83	1,143,321.08	1,124,471.00	1,299,227.00
Tangible Personal Property Tax				
Municipal Income Tax	2,512,804.46	3,247,318.56	3,331,000.00	3,367,000.00
Other Local Taxes				
Total Local Taxes	3,649,272.29	4,390,639.64	4,455,471.00	4,666,227.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government - County and State	424,096.95	391,323.48	425,000.00	425,000.00
Estate Tax	39,539.59	2,036.12		
Cigarette Tax	2,787.49	2,827.90	2,700.00	2,700.00
Lodging Tax	1,062.70	1,153.62	850.00	850.00
Liquor and Beer Permits	28,057.25	35,244.65	25,000.00	25,000.00
Gasoline Tax				
Library and Local Government Support Fund				
Property Tax Allocation	133,163.66	132,284.92	125,000.00	125,000.00
Other State Shared Taxes	3,326.49	3,708.46	1,150.00	1,150.00
Total State Shared Taxes and Permits	632,034.13	568,579.15	579,700.00	579,700.00
Federal Grants or Aid				
State Grants or Aid				
Other Grants or Aid				
Total Intergovernmental Revenues	632,034.13	568,579.15	579,700.00	579,700.00
Special Assessments				
Charges for Services	371,082.15	307,236.91	303,000.00	303,000.00
Fines Licenses, and Permits	1,117,793.51	1,218,638.15	1,113,550.00	1,113,550.00
Miscellaneous	334,265.58	334,052.69	231,250.00	231,250.00
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers				
Advances	2,640,138.00	1,525,000.00		
Other Sources	17.85	5,121.45	7,500.00	7,500.00
Total Revenue	8,744,603.51	8,349,267.99	6,690,471.00	6,901,227.00

City of Medina
General Fund

Exhibit I

Description (1)	Actual 2015 (2)	2016 (3)	Current Est. 2017 (4)	Budget Est 2018 (5)
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	154,656.12	162,077.50	185,610.38	189,587.75
Supplies and Materials	20,322.16	21,297.35	24,389.62	24,912.25
Capital Outlay				
Total Security of Persons and Property	174,978.28	183,374.85	210,000.00	214,500.00
Public Health Services				
Personal Services	90,214.94	99,238.82	107,818.48	109,392.06
Travel Transportation				
Contractual Services	13,625.32	14,988.21	16,284.01	16,521.68
Supplies and Materials	34,082.43	37,491.57	40,732.90	41,327.39
Capital Outlay	45,248.35	49,774.38	54,077.61	54,866.87
Total Public Health Services	183,171.04	201,492.98	218,913.00	222,108.00
Leisure Time Activities				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Leisure Time Activities	-	-	-	-
Community Environment				
Personal Services	544,215.56	613,140.13	541,407.16	506,621.60
Travel Transportation				
Contractual Services	134,734.36	151,798.39	134,039.07	125,427.02
Supplies and Materials	21,658.54	24,401.58	21,546.77	20,162.38
Capital Outlay				
Total Community Environment	700,608.46	789,340.10	696,993.00	652,211.00
Basic Utility Services				
Personal Services			1,185.00	1,185.00
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Basic Utility Services	-	-	1,185.00	1,185.00

City of Medina
General Fund

Exhibit I

Description (1)	Current Est. 2015 (4)	Current Est. 2016 (4)	Current Est. 2017 (4)	Budget Est 2018 (5)
Transportation				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Transportation	-	-	-	-
General Government				
Personal Services	4,066,951.82	3,956,760.92	4,451,881.96	4,604,241.34
Travel Transportation				
Contractual Services	1,166,364.27	1,134,762.54	1,276,758.69	1,320,453.96
Supplies and Materials	575,553.16	559,958.99	630,028.30	651,590.13
Capital Outlay	6,794.01	6,609.93	7,437.05	7,691.57
Total General Government	5,815,663.26	5,658,092.38	6,366,106.00	6,583,977.00
Debt Service				
Redemption of Principal				
Interest				
Other Debt Service				
Total Debt Service	-	-	-	-
Other Uses of Funds				
Transfers	92,500.00	50,000.00		
Advances	2,409,000.00	2,826,004.00		
Contingencies				
Other Uses of Funds				
Total Other Uses of Funds	2,501,500.00	2,876,004.00	-	-
Total Expenditures	9,375,921.04	9,708,304.31	7,493,197.00	7,673,981.00
Revenues over/(under) Expenditures	(631,317.53)	(1,359,036.32)	(802,726.00)	(772,754.00)
Beginning Unencumbered Balance *	4,500,441.42	3,869,123.89	2,510,087.57	1,707,361.57
Ending Cash Fund Balance	3,869,123.89	2,510,087.57	1,707,361.57	934,607.57
Estimated Encumbrances outstanding at Year End	94,839.53	89,926.73	250,000.00	400,000.00
Estimated Ending Unencumbered Fund Balance	3,774,284.36	2,420,160.84	1,457,361.57	534,607.57

* Cash Balance used because estimated expenditures includes PY encumbrances

City of Medina
Police and Fire Pension Fund
Special Revenue

Description (1)	Actual 2015 (2)	2016 (3)	Current Est. 2017 (4)	Budget Est 2018 (5)
Revenues				
Local taxes				
General Property Tax - Real Estate	444,117.51	446,751.89	477,952.00	373,366.00
Tangible Personal Property Tax	4,474.41			
Other Local Taxes	647.37	721.05	454.00	463.00
Total Local Taxes	449,239.29	447,472.94	478,406.00	373,829.00
Intergovernmental Revenues				
State Shared Taxes and Permits				
Property Tax Allocation	52,508.90	51,769.44	40,794.00	41,610.00
Total Intergovernmental Revenues	52,508.90	51,769.44	40,794.00	41,610.00
Other Financing Sources:				
Advances				
Other Sources				
Total Revenue	501,748.19	499,242.38	519,200.00	415,439.00
Expenditures				
Security of Persons and Property				
Personal Services	541,527.12	576,072.60	624,671.00	642,901.00
Contractual Services	9,828.51	10,276.60	19,500.00	19,500.00
Total Security of Persons and Property	551,355.63	586,349.20	644,171.00	662,401.00
Other Uses of Funds				
Advances				
Contingencies				
Other Uses of Funds				
Total Other Uses of Funds	-	-	-	-
Total Expenditures	551,355.63	586,349.20	644,171.00	662,401.00
Revenues over/(under) Expenditures	(49,607.44)	(87,106.82)	(124,971.00)	(246,962.00)
Beginning Unencumbered Balance	1,426,408.12	1,376,800.68	1,289,693.86	1,164,722.86
Ending Cash Fund Balance	1,376,800.68	1,289,693.86	1,164,722.86	917,760.86
Estimated Encumbrances outstanding at Year End	-	-	-	-
Estimated Ending Unencumbered Fund Balance	1,376,800.68	1,289,693.86	1,164,722.86	917,760.86

City of Medina
EMS Fund
Special Revenue

Description (1)	Actual		Current Est. 2017 (4)	Budget Est 2018 (5)
	2015 (2)	2016 (3)		
Revenues				
Local taxes				
General Property Tax - Real Estate	951,475.35	958,826.28	926,615.00	1,018,760.00
Tangible Personal Property Tax	59.58			
Other Local Taxes	1,427.69	1,590.19	1,353.00	1,380.00
Total Local Taxes	952,962.62	960,416.47	927,968.00	1,020,140.00
Intergovernmental Revenues				
Property Tax Allocation	114,752.00	133,497.30	120,532.00	122,843.00
Other Financing Sources:				
Other Sources				
Total Revenue	1,067,714.62	1,093,913.77	1,048,500.00	1,142,983.00
Expenditures				
Security of Persons and Property				
Personal Services				
Travel Transportation				
Contractual Services	1,128,813.83	1,299,895.36	1,430,500.00	1,481,500.00
Supplies and Materials				
Capital Outlay	-	-	-	
Total Security of Persons and Property	1,128,813.83	1,299,895.36	1,430,500.00	1,481,500.00
Other Uses of Funds				
Transfers				
Total Expenditures	1,128,813.83	1,299,895.36	1,430,500.00	1,481,500.00
Revenues over/(under) Expenditures	(61,099.21)	(205,981.59)	(382,000.00)	(338,517.00)
Beginning Unencumbered Balance	1,684,877.04	1,623,777.83	1,417,796.24	1,035,796.24
Ending Cash Fund Balance	1,623,777.83	1,417,796.24	1,035,796.24	697,279.24
Estimated Encumbrances outstanding at Year End	225,000.00	227,990.55	225,000.00	60,000.00
Estimated Ending Unencumbered Fund Balance	1,398,777.83	1,189,805.69	810,796.24	637,279.24

City of Medina

Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2018	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2018
					Personal	Services	Other	
Governmental Funds								
Special Revenue Fund Type								
102	Street M & R	746,000.00	1,136,750.00	1,882,750.00		550,000.00	657,210.00	1,207,210.00
103	State Highway	30,100.00	82,060.00	112,160.00		35,000.00	56,510.00	91,510.00
104	Parks and Recreation	1,341,000.00	1,121,560.00	2,462,560.00		450,000.00	642,083.00	1,092,083.00
105	Local License Fee	1,360,000.00	252,000.00	1,612,000.00			248,525.00	248,525.00
106	Police Special	4,581,000.00	5,427,000.00	10,008,000.00		3,400,000.00	2,334,714.00	5,734,714.00
107	Fire Special	609,000.00	965,500.00	1,574,500.00		350,000.00	670,199.00	1,020,199.00
108	Street M & R Special	2,311,000.00	2,715,000.00	5,026,000.00			3,243,583.00	3,243,583.00
109	Grants	808,000.00		808,000.00		-		
110	ODNR State Grants	-		-		-		808,000.00
111	Income Tax	-		-		-		-
112	COPS 1	-		-		-		-
114	COPS 2	-		-		-		-
115	County Local License Fee	-		-		-		-
116	State DARE Grant	56,900.00	59,700.00	116,600.00			60,427.00	56,173.00
117	COPS 3 - COPS More	5,100.00		5,100.00				5,100.00
118	COPS Universal	-		-		-		-
119	Multi Diversion Program	-		-		-		-
120	COPS More '96	-		-		-		-
121	COPS More '98	-		-		-		-
123	FEMA	-		-		-		-
124	COPS in Schools	-		-		-		-
125	CDBG	-		-		-		-
127	CHIP Grant	417,000.00	170,000.00	587,000.00				587,000.00
128	Court Security Grant	-	650,000.00	650,000.00				650,000.00
129	Ohio Housing Trust	76,900.00		76,900.00				76,900.00
130	Open Space 1	59,800.00		59,800.00				59,800.00
131	Open Space 2	1,600.00		1,600.00				1,600.00
132	Open Space 3	-		-				-
133	Open Space 4	-		-				-
134	Non-Point Source Grant	-		-				-
136	Micro-Enterprise Revolving Loan Fund	-		-				-
137	CHIP Revolving Loan Fund	15,400.00		15,400.00				15,400.00
138	CDBG-CHIP CFDA 14.2	190,000.00		190,000.00				190,000.00
139	HOME-CHIP CFDA 14.2	437,000.00		437,000.00				437,000.00
140	Parking	13,500.00	60,000.00	73,500.00		50,000.00	26,028.00	76,028.00
143	Economic Development	144,000.00	27,000.00	171,000.00				145,000.00
144	Cable TV	610,000.00	355,400.00	965,400.00		140,000.00	229,802.00	595,598.00

City of Medina
Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2018	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2018
					Personal Services	Other	Total	
145	Railroad Renovation	188,000.00	100,000.00	288,000.00	10,000.00	80,000.00	90,000.00	198,000.00
147	Airport FAA Grants	55,500.00	300,000.00	355,500.00		150,000.00	150,000.00	205,500.00
148	Airport Land Release Proceeds	-		-		-		-
150	Drug Enforcement Trust	22,800.00	3,500.00	26,300.00		-		26,300.00
151	Federal Equitable Sharing	900.00		900.00		-		900.00
152	Police Training	15,200.00		15,200.00		-		15,200.00
155	Law Enforcement Trust	17,900.00	5,000.00	22,900.00		-		22,900.00
158	Sealing of Records	2,500.00	2,500.00	5,000.00		-		5,000.00
159	Presentence Investigation	6,200.00	5,000.00	11,200.00		-		11,200.00
160	Computer Legal Research	43,400.00	34,683.00	78,083.00		-		43,083.00
161	Muni Court Probation Services	102,000.00	140,000.00	242,000.00	80,000.00	35,000.00	35,000.00	117,000.00
162	Court FF&E	69,500.00	55,000.00	124,500.00		45,000.00	125,000.00	124,500.00
163	DUI Enforcement	30,000.00	2,500.00	32,500.00		-		32,500.00
164	Community Service	200.00	250.00	450.00		-		450.00
165	Indigent Driver Alcohol Treatment	208,000.00	44,200.00	252,200.00		45,000.00	45,000.00	207,200.00
166	Indigent Driver Alcohol Monitoring/Interloc	164,000.00	44,800.00	208,800.00		20,000.00	20,000.00	188,800.00
167	Court Clerk Computer	181,000.00	122,900.00	303,900.00	100,000.00	23,405.00	123,405.00	180,495.00
168	Cas Management System	147,000.00	31,200.00	178,200.00		-		178,200.00
169	Court Special Projects	4,424,000.00	25,000.00	4,449,000.00		15,500.00	15,500.00	4,433,500.00
174	Rec Center Administration	-		-		-		-
Total Special Revenue		19,491,400.00	13,938,493.00	33,429,893.00	5,165,000.00	8,582,986.00	13,773,986.00	19,655,907.00
Debt Service Fund Type								
204	Recreation Center Debt Service			-		-		-
217	General Bond Retirement			-		-		-
418	Special Assessment Bond Retirement	707,000.00		707,000.00		-		707,000.00
Total Debt Service		707,000.00	-	707,000.00	-	-	-	707,000.00
Capital Projects Fund Type								
301	General Purpose Capital	3,710,000.00	875,300.00	4,585,300.00		1,082,070.00	1,082,070.00	3,503,230.00
304	Parks and Recreation Capital	400.00		400.00		-		400.00
307	Fire Capital Replacement	307,000.00	165,100.00	472,100.00		135,000.00	135,000.00	337,100.00
329	Capital Projects	191,000.00		191,000.00		-		191,000.00
346	Water Capital Improvement	-		-		-		-
380	Issue II Projects Fund	830,000.00		830,000.00		-		830,000.00
381	Street Resurfacing Capital	195,000.00		195,000.00		-		195,000.00
382	Storm Sewer Capital Replacement	25,800.00		25,800.00		-		25,800.00

City of Medina

Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2018	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unenc Bal 12/31/2018
					Personal Services	Other	Total	
383	Street Reconstruction Capital	73,600.00		73,600.00		-		73,600.00
384	Black Top Resurfacing	68,800.00		68,800.00		-		68,800.00
385	Curbs and Alleys Capital	47,100.00		47,100.00		-		47,100.00
386	Federal Highway Administration	427,000.00		427,000.00				427,000.00
388	Computer/Electronic Capital Replacement	238,000.00	165,100.00	403,100.00		182,500.00	182,500.00	220,600.00
389	Unanticipated Capital Contingencies	968,000.00		968,000.00		-		968,000.00
428	Special Assessment Projects	3,200.00	17,500.00	20,700.00		8,650.00	8,650.00	12,050.00
Total Capital Projects		7,084,900.00	1,223,000.00	8,307,900.00	-	1,408,220.00	1,408,220.00	6,899,680.00
Proprietary Funds								
Enterprise Funds								
513	Water	1,225,000.00	4,186,750.00	5,411,750.00	1,150,000.00	3,361,398.00	4,511,398.00	900,352.00
514	Sanitation	1,080,000.00	3,323,000.00	4,403,000.00	1,250,000.00	2,463,875.00	3,713,875.00	689,125.00
546	Water Capital Improvement	424,000.00	1,113,250.00	1,537,250.00		1,093,500.00	1,093,500.00	443,750.00
547	Airport	83,600.00	107,500.00	191,100.00		92,000.00	92,000.00	99,100.00
574	Recreation Center Administration	1,923,000.00	2,722,000.00	4,645,000.00	1,500,000.00	1,427,473.00	2,927,473.00	1,717,527.00
575	MCRC Capital	536,000.00	100,000.00	636,000.00		140,000.00	140,000.00	496,000.00
582	Stormwater Utility	52,100.00		52,100.00		-		52,100.00
Total Enterprise		5,323,700.00	11,552,500.00	16,876,200.00	3,900,000.00	8,578,246.00	12,478,246.00	4,397,954.00
Internal Service Funds								
616	125 Plan Fund	14,500.00	40,000.00	54,500.00		40,000.00	40,000.00	14,500.00
625	Payroll	65,200.00	13,048,000.00	13,113,200.00		13,048,000.00	13,048,000.00	65,200.00
637	Agency	12,600.00	269,150.00	281,750.00		219,600.00	219,600.00	62,150.00
676	Automotive Mechanics Revolving Fund	118,000.00	420,000.00	538,000.00		452,088.00	452,088.00	85,912.00
Total Internal Service		210,300.00	13,777,150.00	13,987,450.00	-	13,759,688.00	13,759,688.00	227,762.00

City of Medina

Other Funds (Not Reported on Exhibit I or II)

Exhibit III

Fund	Fund	Est Unenc Fund Bal 1/1/2018	Budget Year Estimated Receipt	Total Avail For Expenditures	Budget Year Expenditures and Encumbrances		Estimated Unenc Bal 12/31/2018
					Personal Services	Other	
Fiduciary							
Trust and Agency Funds							
722	Water Meter Deposits	3,000.00		3,000.00		-	3,000.00
723	Developer Deposits	157,000.00	20,000.00	177,000.00		17,000.00	160,000.00
736	Friends of the Cemetery	4,100.00	750.00	4,850.00		750.00	4,100.00
739	Tricentennial Savings	6,500.00	200.00	6,700.00		-	6,700.00
741	Utility Deposit	139,000.00	35,000.00	174,000.00		30,000.00	144,000.00
743	Shade Tree Trust	10,500.00	250.00	10,750.00		-	10,750.00
819	Cemetery Endowment	9,500.00	100.00	9,600.00		1,500.00	8,100.00
820	Cemetery Investment	748,000.00	39,000.00	787,000.00		5,000.00	782,000.00
821	Cemetery Mausoleum	31,200.00	4,600.00	35,800.00		-	35,800.00
901	Unclaimed Monies	16,700.00		16,700.00			16,700.00
902	Bicentennial Committee	7,200.00	15,000.00	22,200.00			22,200.00
924	Law Library	1,600.00	55,000.00	56,600.00		50,000.00	6,600.00
938	Bid and Performance Bond	31,100.00	50,000.00	81,100.00		50,000.00	31,100.00
939	Ohio Board of Building Standards	-	4,500.00	4,500.00		5,000.00	(500.00)
975	Planning and Zoning Deposits	300.00		300.00		-	300.00
Total Trust and Agency		1,165,700.00	224,400.00	1,390,100.00	-	159,250.00	1,230,850.00
Total for Memorandum Only		33,983,000.00	40,715,543.00	74,698,543.00	9,065,000.00	32,488,390.00	33,119,153.00

City of Medina
General Obligation Debt Outstanding

Purpose of Issue	Authority for Outside	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount Outstanding at 1-Jan-17	Amount Required for Principal and Interest Jan 1, 2018-Dec 31, 2018
Payable from Bond Retirement Fund:								
INSIDE 10 MILL LIMIT								
Water Improvement - OWDA via County		6/24/2005	1/1/2023		\$	2.33%	\$ 588,255.64	\$ 122,446.78
Water Improvement Refunding		12/29/2010	12/1/2026		\$	variable	\$ 3,420,000.00	\$ 462,350.00
Recreation Center - Prepaid Rent Refunding		12/29/2010	12/1/2021	193-10	\$	variable	\$ 1,300,000.00	\$ 357,000.00
General Capital Improvement		11/28/2012	12/1/2032	191-10	\$	variable	\$ 935,000.00	\$ 76,300.00
Water Improvement Refunding		11/28/2012	12/1/2022	165-12	\$	variable	\$ 1,875,000.00	\$ 397,850.00
Recreation Center - Prepaid Rent Refunding		11/28/2012	12/1/2022	157-12	\$	variable	\$ 1,070,000.00	\$ 164,625.00
Street Improvement - Refunding		6/13/2013	12/1/2031	83-13	\$	variable	\$ 7,880,000.00	\$ 732,915.00
General Capital Improvement - Refunding		6/13/2013	12/1/2031	83-13	\$	variable	\$ 2,225,000.00	\$ 205,770.00
Water Improvement - Refunding		6/13/2013	12/1/2031	83-13	\$	variable	\$ 885,000.00	\$ 81,150.00
TOTAL					\$		\$ 20,178,255.64	\$ 2,600,406.78

ORDINANCE NO. 107-17

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$36,000.00 TO GB HAWK CONSTRUCTION CO. FOR THE PRIVATE HOME REHABILITATION AT 540 RIDGE DRIVE, MEDINA AS PART OF THE PY16 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the payment of \$36,000.00 is hereby authorized to GB Hawk Construction Co. for the private home rehabilitation at 540 Ridge Drive., Medina as part of the PY16 CHIP Grant Program, Activity #AC-16-06.
- SEC. 2:** That the funds to cover this payment in the amount of \$36,000.00 are available in Account No. 139-0456-52215.
- 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council Pro-Tem

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

SIGNED: _____
Mayor

ORDINANCE NO. 108-17

**AN ORDINANCE AMENDING ORDINANCE NO. 142-16,
PASSED OCTOBER 11, 2016, RELATIVE TO THE POOL
HOUSE RENOVATION PROJECT AT MEMORIAL PARK,
AND DECLARING AN EMERGENCY.**

WHEREAS: Ordinance No. 107-16, passed July 19, 2016, authorized the payment of \$103,000.00 to James P. Finnegan Construction, Inc. for the Pool House Renovation Project at Memorial Park; and

WHEREAS: Ordinance No. 142-16, passed October 11, 2016, authorized the increased funds of \$2,500.00 to James P. Finnegan Construction, Inc. making the Purchase Order total \$105,500.00 for the Pool House Renovation Project at Memorial Park; and

WHEREAS: To allow for additional funds to be available to cover change orders, the City Engineer is asking to increase this purchase order again by \$9,482.50.00.

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

SEC. 1: That the contract amount authorized in Ordinance No. 142-16, passed October 11, 2016, is hereby amended from \$105,500.00 to \$114,982.50 for the Pool House Renovation Project at Memorial Park.

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 these change orders are available as Account No. 104-0303.

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 work is completed; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 109-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE GUILFORD BOULEVARD BRIDGE PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Guilford Boulevard Bridge Project, Medina City Job #979.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Rev. 1/18/2017

CFDA 20.205

MED-GUILFORD BLVD BRIDGE
COUNTY-ROUTE-SECTION

101819
PID NUMBER

30875
AGREEMENT NUMBER

08-178-0462
DUNS NUMBER

Ord. 109-17
Exh. A

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Medina**, hereinafter referred to as the LPA, 132 North Elmwood Avenue, Medina, Ohio 44258-0703.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The (INSERT BASIC PROJECT DESCRIPTION) (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$777,028 as set forth in Attachment 1. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of **\$605,340.00** in Federal funds (of which 15% comes from Toll Revenue Credit). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- ### 5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:
Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44258-0703
330-725-8861 x 251
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State

funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Patrick J. Patton, P.E.
City of Medina, Engineer
132 North Elmwood Avenue
Medina, Ohio 44258-0703

If to ODOT:

Matt Walter, P.E., P.S.
Ohio Department of Transportation, D03
906 North Clark Street
Ashland, Ohio 44805

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- ☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
- ☐ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

¹ Note: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

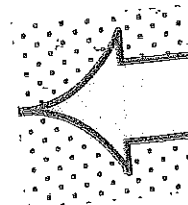
Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: _____

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION



By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

MED-GUILFORD BLVD BRIDGE
COUNTY-ROUTE-SECTION
101819
PID NUMBER

30875
AGREEMENT NUMBER

08-178-0462
DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

ORDINANCE NO. 110-17

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO SECTIONS 1147.13, 1147.16, 1155.01, AND 1135.13 (C) OF PART 11 – THE PLANNING AND ZONING CODE.

WHEREAS: Various Sections of the Planning and Zoning Code of the City's Codified Ordinances include minor and substantive editing mistakes stemming from the 2013-2014 Zoning Code Update process completed in 2014; and

WHEREAS: The City desires to clarify and unify all such references, remove regulatory duplication and /or contradiction, cleanup minor and substantive editing mistakes; and

WHEREAS: The Planning Commission, at its February 9, 2017 meeting, approved a recommendation to City Council to amend the following sections of Part 11 – Planning and Zoning Code of the City of Medina Codified Ordinances, Sections 1147.13, 1147.16, 1155.01, and 1135.13 (C) as presented in the Planning Commission staff report for case P17-02 dated February 9, 2017; and

WHEREAS: The public hearing relative to these Planning and Zoning Code amendments was duly held June 26, 2017.

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

SEC. 1: That the amendments as set forth by the Planning Commission in their report dated February 9, 2017 for Case No. P17-02 are hereby adopted, 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 Pro-Tem

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

SIGNED: _____
Mayor

Effective date: August 9, 2017

ORD. 110-17
ELH. A**1. Changes to Section 1147.13 preamble of 1147.13 SIGNS IN THE M-U DISTRICT.**

The following signs shall be conditionally permitted in the Multi-Use District and subject to the guidelines set forth in Section ~~1147.16~~:

2. Changes to Section 1147.16 preamble of 1147.16 CONDITIONAL SIGN PERMIT DESIGN GUIDELINES.

In reviewing a proposal for a conditional sign permit, the Historic Preservation Board (~~Historic District~~) and Planning Commission (~~M-U and TC-OV Districts~~) subject to Section ~~1116.08~~, as well as all electronic message center and pole signs, and outline lighting of the building or roof line), as applicable, shall consider whether the proposal ~~proposed sign or lighting~~ meets the following design guidelines, which are in addition to the design criteria for all signs listed in Section 1147.07(d):

3. Changes to Sections 1155.01 FENCES.
1155.01 FENCES.

(a) Permits. Unless otherwise identified in these regulations, a contractor or owner shall obtain a permit to erect or construct any fence prior to erection or construction of a fence. The property owner shall assume responsibility for determining the legal, proper placement of the fence, wall or hedge upon their property.

(b) Fee. Each application for a permit to erect or construct a fence shall be accompanied by the payment of the fee established in Chapter 1108 of the Planning and Zoning Code.

(c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:

(1) Fence Height Limits and Exceptions.

Area	Front Yard (height in feet)	<u>Front yard with side street lot line (height in feet)</u>	Side Yard (height in feet)	Rear Yard (height in feet)
Residential	3	<u>6⁴</u>	6 ¹	6 ¹
Commercial	3 ²	<u>6⁴</u>	10 ³	10 ³
Industrial	6 ^{2,3}	<u>6⁴</u>	10 ³	10 ³
Public Facilities (parks, playgrounds, etc.)	8	<u>6⁴</u>	8 ³	8 ³
Exceptions:				

	¹ Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.
	² Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.
	³ Barbed wire not to exceed twelve (12) inches in height may be added to the top of fence.
	⁴ <u>Fences shall be setback at least fifteen (15) feet from the side street lot line. Fences three (3) feet tall or less may be located on the side street lot line.</u>

(d) Materials.

(1) No fence, with the exception of those fences used for agricultural purposes, shall contain an electric charge. ~~unless approved by the Board of Zoning Appeals.~~

(2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted, ~~upon administrative review and approval of the Board of Zoning Appeals,~~ in the industrial district.

(3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.

(4) The finished or most decorative side of the fence shall face away from the property erecting the fence.

(5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

(e) Maintenance. The fence and the property surrounding both sides of the fence shall be properly maintained at all times.

(f) Specific Fencing Regulations.Swimming Pool Fences

(1) Permits and Applicability. Public or private in-ground or above ground swimming, wading or other pools capable of containing three feet or more of water depth shall be considered structures for the purpose of permits and fencing requirements.

(2) Fences Required. The owners and/or operators of any swimming pool located within the City shall construct and maintain fences of such type and description that will effectively deny ingress to animals and persons not specifically admitted to such swimming pools by the owner or operator thereof.

(3) Fence Specifications. Fences referred to in subsection (b) hereof shall be constructed so that not more than three (3) inches of open space exists between the bottom of the fencing material and the ground measured vertically and shall have not more than three (3) inches of clear opening in any dimension except for doors or gates. Such fencing shall be not less than four (4) feet in height, and not more than six (6) feet in height.

Exception: Aboveground pools having side walls of four (4) feet or more in height from the finished grade shall be required to have fencing and gates only where access to the pool may be had.

(4) Locks Required. Fences shall be equipped with locks so as to comply with the intent as specified in subsection (b) hereof.

(g) Fences and Shared Driveways

(1) A fence shall not be installed or constructed on any portion of a shared driveway or restrict access to a shared driveway.

4. Changes to Section 1135.13(c) of 1135.13 BUILDING DEVELOPMENT STANDARDS.

(c) Materials.

(1) The exterior use of ~~cinder block~~ concrete masonry units, vinyl siding or metal siding shall be ~~prohibited~~ no more than 15% of the area of a building façade in this District where that can be viewed from the public right-of-way.

(2) The exterior facades of any building in the Central Business District shall be primarily of only brick, wood, brick veneer, or natural stone.

1. Changes to Section 1147.13 preamble of 1147.13 SIGNS IN THE M-U DISTRICT.

The following signs shall be permitted in the Multi-Use District.

2. Changes to Section 1147.16 preamble of 1147.16 CONDITIONAL SIGN PERMIT DESIGN GUIDELINES.

In reviewing a proposal for a conditional sign permit, the Historic Preservation Board and Planning Commission shall consider whether the proposal meets the following design guidelines, which are in addition to the design criteria for all signs listed in Section 1147.07(d):

3. Changes to Sections 1155.01 FENCES.**1155.01 FENCES.**

(a) Permits. Unless otherwise identified in these regulations, a contractor or owner shall obtain a permit to erect or construct any fence prior to erection or construction of a fence. The property owner shall assume responsibility for determining the legal, proper placement of the fence, wall or hedge upon their property.

(b) Fee. Each application for a permit to erect or construct a fence shall be accompanied by the payment of the fee established in Chapter 1108 of the Planning and Zoning Code.

(c) Permitted Fencing; Height Limits. Fencing may be permitted in any yard and along the edge of any yard not to exceed height limits set forth in the following table and exceptions thereto:

(1) Fence Height Limits and Exceptions.

Area	Front Yard (height in feet)	Front yard with side street lot line (height in feet)	Side Yard (height in feet)	Rear Yard (height in feet)
Residential	3	6 ⁴	6 ¹	6 ¹
Commercial	3 ²	6 ⁴	10 ³	10 ³
Industrial	6 ^{2,3}	6 ⁴	10 ³	10 ³
Public Facilities (parks, playgrounds, etc.)	8	6 ⁴	8 ³	8 ³
	Exceptions:			
	¹ Fence heights may be increased to eight (8) feet in height if the top two (2) feet are less than fifty percent (50%) opaque and is approved by the Planning Director.			

Attachment 1 – Clean after amendments

	² Any fence set back fifty (50) feet or more from the street right of way may be eight (8) feet in height.
	³ Barbed wire not to exceed twelve (12) inches in height may be added to the top of fence.
	⁴ Fences shall be setback at least fifteen (15) feet from the side street lot line. Fences three (3) feet tall or less may be located on the side street lot line.

(d) Materials.

- (1) No fence, with the exception of fences used for agricultural purposes, shall contain an electric charge.
- (2) Barbed wire, razor wire, or any other type of anti-climbing wire shall only be permitted in the industrial district.
- (3) Materials used for fences shall be of traditional fencing materials (wrought iron, chain link, pressure treated lumber, cedar, redwood, PVC, etc.) and shall be constructed of weather resistant materials or annually treated so that they are weather resistant and maintained in good condition.
- (4) The finished or most decorative side of the fence shall face away from the property erecting the fence.
- (5) All latches, hinges and other hardware shall be galvanized or painted so as to prevent or retard rust and degradation.

(e) Maintenance. The fence and the property surrounding both sides of the fence shall be properly maintained at all times.

(f) Specific Fencing Regulations.Swimming Pool Fences

- (1) Permits and Applicability. Public or private in-ground or above ground swimming, wading or other pools capable of containing three feet or more of water depth shall be considered structures for the purpose of permits and fencing requirements.
- (2) Fences Required. The owners and/or operators of any swimming pool located within the City shall construct and maintain fences of such type and description that will effectively deny ingress to animals and persons not specifically admitted to such swimming pools by the owner or operator thereof.
- (3) Fence Specifications. Fences referred to in subsection (b) hereof shall be constructed so that not more than three (3) inches of open space exists between the bottom of the fencing material and the ground measured vertically and shall have not more than three (3) inches of clear opening in any dimension except for doors or gates. Such fencing shall be not less than four (4) feet in height, and not more than six (6) feet in height.

Exception: Aboveground pools having side walls of four (4) feet or more in height from the finished grade shall be required to have fencing and gates only where access to the pool may be had.

- (4) Locks Required. Fences shall be equipped with locks so as to comply with the intent as specified in subsection (b) hereof.

(g) Fences and Shared Driveways

- (1) A fence shall not be installed or constructed on any portion of a shared driveway or restrict access to a shared driveway.
-

4. Changes to Section 1135.13(c) of 1135.13 BUILDING DEVELOPMENT STANDARDS.

(c) Materials.

- (1) The exterior use of concrete masonry units, vinyl siding or metal siding shall be no more than 15% of the area of a building façade that can be viewed from the public right-of-way.
- (2) The exterior facades of any building in the Central Business District shall be primarily of only brick, wood, brick veneer, or natural stone.

ORDINANCE NO. 111-17

**AN ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO MAKE CERTAIN FUND TRANSFERS.**

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

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

- \$20,000.00 from 001 General Fund to 145 Railroad Fund

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

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

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 112-17

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
902-0355-52215 (Anonymous Donation – Bicentennial)	500.00 *
902-0355-52215 (Donation – Bicentennial)	400.00 *
902-0355-52215 (Bicentennial)	500.00 *
301-0720-53322 (Engine House Donation)	640.00 *
902-0355-52215 (Bicentennial Donation – Walker & Jocke)	400.00 *
902-0355-52215 (Bicentennial Donation – ABC Therapy)	500.00 *
902-0355-52215 (Bicentennial Donation – Anonymous)	500.00 *
902-0355-52215 (Bicentennial Donation – PSE Credit Union)	100.00 *
902-0355-52215 (Bicentennial Donation – Sandridge)	5,000.00 *
902-0355-52215 (Bicentennial Donation – Fitness Together)	100.00 *
902-0355-52215 (Bicentennial Donation – Avenue of Medina)	500.00 *
902-0355-52215 (Bicentennial Hat Sales)	60.00 *
902-0355-52215 (Bicentennial Coloring Book Sales)	250.00 *

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