

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 20-123-6/8 – Budget Amendments
- 20-124-6/8 – Technology Grant Award – Municipal Court
- 20-125-6/8 – Section 125 Plan Changes
- 20-126-6/8 – 2021 Tax Budget
- 20-127-6/8 – Agreement w/ GIS Group, LLC – Software/Services for Water Dept.
- 20-128-6/8 – Transfer Request – Fund #168 to Fund #169 – Municipal Court
- 20-129-6/8 – Amend S&B Code, Street Dept. Part-Time Laborers
- 20-130-6/8 – Amend S&B Code, Water Dept. Abolish System Testing Tech / Add F/T Laborer

6/8/20

OK  
AS HANDED  
5-19-2020

Addendum to  
NO. RCA 20-038-5/26

**REQUEST FOR COUNCIL ACTION**

FROM: Patrick Patton



DATE: May 19, 2020

COMMITTEE REFERRAL: Finance

SUBJECT: City Hall Parking Deck Change Order -- Storm Water Detention Location

The Finance Committee discussed the potential relocation of the storm water detention structure at their February 10, 2020 meeting. There was a desire to relocate the structure to the east, so that it would be adjacent to Sully's. The initial location on the west side of the lot reduced the potential developable area of the CDC lot located south of the new parking deck.

At the meeting Council was informed that the detention basin could be relocated, however there would be a significant cost for this. These costs included a change order to the parking deck contractor as well as the costs for the City to extend the City storm sewer along W. Liberty Street to accommodate the new location. The Committee expressed interest in proceeding with the relocation, and instructed us to proceed with acquiring costs for the relocation.

Regarding the additional contractual costs (change order), our contractor (CPS), has committed to providing there proposal to us no later than Friday, May 22, 2020. We will distribute this information to Council as soon as we receive it.

Regarding the extension of the storm sewer along West Liberty, the Engineering Department has completed the design plans and prepared the engineer's estimate. Our estimate for this work is \$82,000.

If Council determines that they would like to move forward with the relocation of the storm water detention structure, the following actions must occur:

1. Council must amend Ordinance 114-19 (attached). This ordinance authorized the agreement with CPS; Council must authorize the amendment of that ordinance to increase the contract amount to cover the costs of the change order.
2. Council must approve a new ordinance in the amount of \$82,000 that authorizes the bid and award for the the project to extend the storm sewer on West Liberty.

*5/20 Pat. Emailed them today. Can't move ahead w/change order today.*

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed From: To:

~~114-19~~

*Schedule of values \$75,000 Stormwater  
Bee - How long would it take to bid out?  
Pat - City will have work todo. Ready to go.  
CPS already have costs involved.  
Coyne - might be best to do it on our own.*

New Appropriation:

Emergency Clause Requested: Yes

Reason: In order for the City to complete the extension of the storm sewer in time for the opening of the parking deck, the bidding process should begin immediately.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: *5-26-20 Hold. More info from CPS*

Ord./Res. Number:

Date:

ORDINANCE NO. 114-19

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DESIGN-BUILD CONTRACT WITH CPS CONSTRUCTION, INC. FOR DESIGN AND CONSTRUCTION OF A CITY HALL PARKING STRUCTURE, AND DECLARING AN EMERGENCY.

**WHEREAS:** Pursuant to the City's home rule authority under Section 3 of Article XVIII of the Ohio Constitution and the City's Charter, this Council enacted Ordinance Nos. 52-18 and 53-18, passed March 26, 2018, authorizing the Public Bidding Procedure and Requests for Qualifications (RFQ's) for a Criteria Developer for a design-build process for a public parking structure; and

**WHEREAS:** After review of the proposals including consultant interviews, Ordinance No. 134-18, passed September 10, 2018, authorized Desman Associates to be the most qualified Criteria Developer because they demonstrated substantial experience in parking deck design and construction oversight including working for governmental agencies as a Criteria Developer; and

**WHEREAS:** Desman Associates assisted the City in preparing a request for qualifications from Design Build Teams interested in performing this work and assisted in reviewing the qualification statements and determining which Design Build Teams were qualified to submit a proposal for this work; and

**WHEREAS:** On July 8, 2019, the three pre-qualified Design Build Teams submitted price and technical proposals; and

**WHEREAS:** Following extensive review and evaluation by the Selection Committee, CPS Construction, Inc. was recommended as the Design Builder for the project; and

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

**SEC. 1:** That pursuant to the home rule authority of the City under Section 3 of Article XVIII of the Ohio Constitution and the City's Charter, the Mayor is hereby authorized and directed to execute a Design-Build Contract with CPS Construction, Inc. for the design and construction of a public courthouse parking structure.

**SEC. 2:** That a copy of the Design-Build Contract referred to in Section 1 above is marked Exhibit A and attached hereto; said Contract and all of its parts are incorporated herein; the Contract is subject to final approval of the Medina City Law Director; and to the extent this Contract's terms may deviate from state law, the terms of this

Contract shall govern.

**SEC. 3:** That by this Ordinance, this Council again confirms the design-build process for the project which is the subject of the Contract authorized in Section 1 above and the process employed by the City to advertise and award the aforesaid Contract; and this Council finds that said process of advertisement and award of the Contract and the design-build process for this public improvement project is in the best interests of the City.

**SEC. 4:** That the funds to cover this contract, in the amount of \$3,714,000.00, are available in Account No. 301-0707-54412.

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

**SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for furtherance of the public health, safety and general welfare of the inhabitants and visitors to the City in order to provide necessary and safe off-street parking to the public to further the interests of the City of Medina, at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** July 31, 2019

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** August 1, 2019

**SIGNED:** Dennis Hanwell  
Mayor



REQUEST FOR CHANGE ORDER

PROJECT City Of Medina Parking Structure DATE: May 22, 2020 CHANGE ORDER # -
132 N Elmwood Ave
Medina OH, 44256 CONTRACT DATE: August 30, 2019

TO Owner\Contractor
City of Medina
Patrick Patton
132 N Elmwood Ave
Medina OH 44256

THE CONTRACT IS CHANGED AS FOLLOWS:

SCOPE OF WORK:

Revised Underground Storm Retention System and credit for concrete entrance

Table with columns for category (LABOR, EQPT, MTRL, SUB), description, and amount. Includes items like Labor (Supervision, Operators, Laborers & FM), Equipment (Excavator, Front End Loader, Dump Trucks), Material (Storm Retention System, pipe, stone, structures), and Subcontractor (Engrg/Design). Total amount is \$124,433.78.

**SITE UTILITIES**

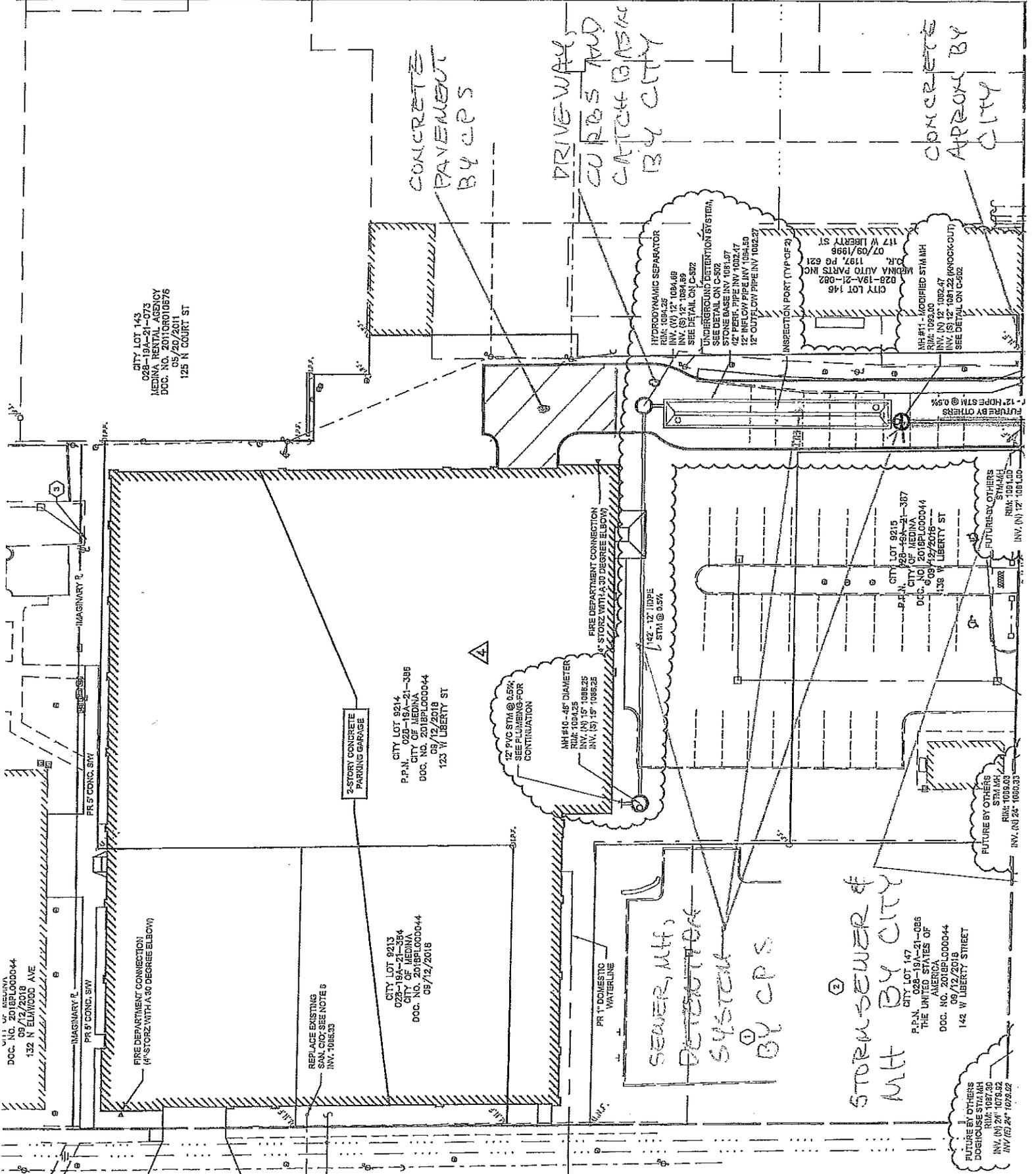
- ① UNDERGROUND SEE C-902 THROUGH
- ② OUTLET CONTROL
- ③ CUT EXISTING PIPE STORAGE PIPE IN PLACE

**SITE UTILITIES**

1. CONTRACTOR SHALL NOTIFY ENGINEERS PRIOR TO START CALL ENGINEERING OFFICE 784-6431 TO COORDINATE THE TAKEN RECORDS AND MAKE OBSERVATIONS AND TAKE LOCATIONS AND DEPTHS AND NOT BE SOLED. CONTACT TO LOCATE UTILITIES IN THE FIELD.
2. IN PAVEMENT AREAS BACKF MANHOLES, STORM INLETS / REVISION OR ENGINEERED ELEVATIONS AS SHOWN ON IT ALL WATERFIRE MAIN WORK MEDINA WATER DEPARTMENT
3. CONTRACTOR SHALL ACTIVITIES IN ORDER TO PRO BUILDINGS.
4. THE PROPOSED SANITARY HERE IS FOR COORDINATION OF THESE PLANS THAT THE NEW PARKING GARAGE WILL SERVICE LINE ABANDONED ON SITE.
5. THE CONTRACTOR IS TO OBTAIN RECORDS FROM THE MEDINA WATER DEPARTMENT TO LOCATE THE NEXT UTILITY EDWARDS AVENUE TO USE THE CITY UNIT. THE CITY TRANSMITTING DISTANCE / RECEIVING UNIT. WHEN A SI ITS LOCATION SHALL BE MA CONTRACTOR IS RESPONSIBLE CONTRACTOR WITH THE COORDINATOR IS ALSO RESP. NEEDED.
6. ADDITIONALLY, THE CONTRACTOR SERVICE CONNECTION ON SITE CITY DATA IS TO BE SUBMITTED TO SANITARY ENGINEER USING THE CITY DATA IN CONFORMANCE WITH THE COUNTY USED.

**UTILITY CLEARANCE NOTE**

- A. MUST MAINTAIN A TEN-FOOT CLEARANCE FROM EDGE OF OF ALL SANITARY AND STRUCTURES.
- B. MUST MAINTAIN AN 18-INCH CLEARANCE FROM EDGE OF ALL WATER LINES TO EDGE OF ALL SANITARY SEWER PIPES WHERE THEY CROSS.
- C. THE CONTRACTOR MUST MAINTAIN A VERTICAL CLEARANCE FROM TO EDGE OF ALL DUCT



OK  
Art H. committed  
6-3-2020

**REQUEST FOR COUNCIL ACTION**

No. RCA 20-117-5/26  
Committee Finance

**FROM:** Kimberly Marshall

**DATE:** June 2, 2020

**SUBJECT:** Job Creation Grant Agreement for Carlisle Brake & Friction, Inc.

**SUMMARY AND BACKGROUND:**

A request for the Mayor to enter into a Job Creation Grant agreement with Carlisle Brake & Friction, Inc. for the purpose of consolidating a portion of their HQ Operations from Solon to Medina. The project entails an office renovation and addition of a mezzanine to accommodate 48 employees at the 920 Lake Rd. facility.

Carlisle Brake & Friction, Inc. will have a total investment of \$1,900,000.00 for the office improvements to existing facility.

Carlisle Brake & Friction has committed to creating 48 new full-time positions with new payroll of \$5,558,693.00 to the City of Medina at the following schedule:

Late 2020 - 48 new FT positions

The agreement will provide Carlisle Brake & Friction, Inc. with a grant up to 40% of new payroll taxes to the City of Medina for seven years.

We respectfully request approval of the Job Creation Grant agreement.

As a reminder to council and the public, job creation grants are paid from NON-income tax generated revenues.

**Suggested Funding:**

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

*5-26-20 - will amend & bring back*

**Ord./Res.**

**Date:**

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

EXHIBIT A

GRANT# JCG21-Carlisle Brake & Friction,  
Inc.20

(Administrative Only)

JOB CREATION GRANT AGREEMENT

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

WITNESSETH:

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

WHEREAS, Carlisle Brake & Friction, Inc. is desirous of consolidating a portion of its Solon, Ohio location into the City of Medina and will be moving part of its operations from the Solon, Ohio location to the 920 Lake Road, Medina, Ohio location to create 48 new full time employment opportunities (hereinafter sometimes referred to as the "PROJECT") within the boundaries of the City of Medina, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

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

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

WHEREAS, the Business Development Committee of the City of Medina has investigated the application of Carlisle Brake & Friction, Inc. and has recommended the same to Medina City Council on the basis that Carlisle Brake & Friction, Inc. is qualified by

financial responsibility and business experience to create employment opportunities in the City of Medina and improve the economic climate of Medina; and

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

1. Description of the Project.

- A. Carlisle Brake & Friction, Inc. shall consolidate part of its Solon, Ohio location into the facility located at 920 Lake Road, Medina, Ohio.

2. Project Investment.

- A. The PROJECT will involve a total investment, plus or minus 10%, by the Property Owner of \$1,900,000.00 (dollars) the PROJECT.
- B. The PROJECT will involve a total investment, plus or minus 10%, by Carlisle Brake & Friction, Inc. as follows:

1. Improvements to Existing Buildings	\$	<u>1,900,000.00</u>
TOTAL	\$	<u>1,900,000.00</u>

- C. Consolidation of the facilities and improvements will begin approximately June, 2020 and will be completed approximately October, 2020.

3. Job Creation and Retention.

- A. Carlisle Brake & Friction, Inc. shall create in the City of Medina within a time period not exceeding 36 months after the occupation of the aforesaid facility, the equivalent of 48 new full-time permanent job opportunities in the City of Medina.

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

<u>Year</u>	<u>Number of Jobs New to Medina</u>
1	48
2	0
3	0

- B. The job creation period begins approximately June, 2020 and all jobs will be in place by October, 2020.

- C. The Company currently has 326 employees at the project site. The Company currently has 326 employees in the City of Medina. In total, the Company has 420 full-time permanent employees in the State of Ohio.
- D. The increase in the number of employees new to the City of Medina will result in approximately \$5,558,693.00 of additional annual payroll in the City if Medina when the projected maximum employment level is achieved.
- E. The retention of the existing jobs in Medina will maintain the current annual payroll in Medina of \$ 16,383,465.00.

4. Issuance of Grant.

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

<u>Years</u>	<u>Amount of Grant as a Percentage Payroll Taxes New to Medina</u>
<b>7</b>	<b>40%</b>

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

- B. For purposes of calculating the amount of the grant, the new payroll upon which the grant is based may not exceed 25% above the maximum payroll projected in Section 3(D) above. The grant amount shall be based on the current 1.25% income tax rate. The maximum grant amount in any year shall be \$34,741.83 (maximum NEW PAYROLL projection x 125% X 1.25% x 40% of grant)
- C. To receive a grant in any given year, Carlisle Brake & Friction, Inc. must retain full time permanent jobs existing in Medina prior to the Agreement.

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

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

- (2) If Carlisle Brake & Friction, Inc. fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
- (3) New payroll is defined as that amount in excess of the amount in Section 3(E) above.

5. Grant Payments.

A. Initial Grant Payment.

- (1) Year 3 projections must be met by October 1, 2023. The initial grant payment shall be made by approximately July 1, 2024 (following year), provided that Carlisle Brake & Friction, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28, 2024, and reconciliation is confirmed by the City of Medina Finance Department.
- (2) If the project start or occupancy of the project facility is delayed, Year 1 may be extended to the following year and the Year 1 projections deadline adjusted accordingly, upon written request by Carlisle Brake & Friction, Inc. to the Economic Development Director, provided that the extension is approved by the Economic Development Director with notice to the Business Development Committee.
- (3) If the project or occupancy of a project facility begins in the third or fourth quarter of the year and Carlisle Brake & Friction, Inc. is not able to meet its Year 1 projections by December 31<sup>st</sup> of that year, Year 1 will be considered the first full year of occupancy, and the first grant payment will occur in the year following the first full year of the project or occupancy of the project facility.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30<sup>th</sup> of the following year, provided that Carlisle Brake & Friction, Inc. files its Reconciliation of City Income Tax Withheld Form S-W3 by February 28<sup>th</sup> and reconciliation is confirmed by the City of Medina Finance Department. If Carlisle Brake & Friction, Inc. requests an extension for filing of its S-W3 form, the City of Medina shall make the grant payment within three months of the extended filing date. It is the responsibility of Carlisle Brake & Friction, Inc. to advise the Economic Development Director of the filing extension.
- C. Use of Grant Payments. Grants shall be allocated by Carlisle Brake & Friction, Inc. for land acquisition, building acquisition, purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related and non-installation related costs of the project.
6. Payment of Taxes and Filing Reports and Returns. Carlisle Brake & Friction, Inc. shall pay all taxes and shall file all tax reports and returns as required by law. If Carlisle Brake & Friction, Inc. fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Information for Annual Review. Carlisle Brake & Friction, Inc. shall timely provide to the City of Medina any information reasonably required by the City of Medina to evaluate Carlisle Brake & Friction, Inc.'s compliance with the Agreement.
8. Maintenance of Grant.
- A. Medina shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.
- B. If for any reason the Job Creation Grant Program is discontinued, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Carlisle Brake & Friction, Inc. materially fails to fulfill its obligations under this Agreement and Medina terminates or modifies the incentives granted under this Agreement.
9. Certification as to Payment of Taxes. Carlisle Brake & Friction, Inc. certifies that at the time this Agreement is executed, Carlisle Brake & Friction, Inc. does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Carlisle Brake & Friction, Inc. is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Carlisle Brake & Friction, Inc. currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in

bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Carlisle Brake & Friction, Inc.** For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. **Non-Discrimination Hiring.** Medina has developed a policy to ensure recipients of Job Creation Grants practice non-discriminatory hiring in its operations. By executing this Agreement, **Carlisle Brake & Friction, Inc.** is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
11. **Transfer and Assignment.** This Agreement is not transferable or assignable without the express, written approval of City of Medina. The City of Medina acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of **Carlisle Brake & Friction, Inc.** or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City of Medina, to the City of Medina's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of **Carlisle Brake & Friction, Inc.** in all pertinent respects.
12. **Termination or Modification of Incentives.**
  - A. If **Carlisle Brake & Friction, Inc.** fails to meet 75% of new payroll or new employment projections in any given year, the grant shall not be awarded for that year.
  - B. If **Carlisle Brake & Friction, Inc.** fails to meet 75% of new payroll or new employment projections for three consecutive years, this Agreement shall be terminated by the City of Medina.
  - C. If the project does not proceed as specified in Section 5(A)(1) of the Agreement or within the approved one year extension period, the City of Medina may terminate the Agreement upon recommendation of the Business Development Committee.
  - D. If **Carlisle Brake & Friction, Inc.** fails to submit required information and/or reports as set forth in Section 7 above, the City of Medina may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of **Carlisle Brake & Friction, Inc.**'s breach or default.

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

- E. Nothing contained in Sections 12(A), 12(B), 12(C), or 12(D) shall permit the City of Medina to recapture or otherwise deny Carlisle Brake & Friction, Inc. the benefit of a grant in respect of any period prior to the date of such termination or modification by the City of Medina.
- F. The City of Medina may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, upon the occurrence of any of the following:
  - 1) the City of Medina determines that the certification as to delinquent taxes required by this Agreement is fraudulent, or
  - 2) In the event that Carlisle Brake & Friction, Inc. vacates the Facility and/or moves the Project out of the City of Medina or terminates its operations at the Facility altogether during a 10 (numeral) year period beginning on the effective date of this Agreement.

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

- G. Carlisle Brake & Friction, Inc. or successor entity shall promptly notify the City of Medina if any of the following events occur:
  - (i) If control of Carlisle Brake & Friction, Inc. or substantially all of its assets located at the Project site is obtained by another entity or shareholders or
  - (ii) If Carlisle Brake & Friction, Inc. merges with another entity or
  - (iii) If Carlisle Brake & Friction, Inc. substantially restructures itself through an acquisition or divestiture or otherwise

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

- H. Each provision for modification or termination hereunder shall not affect Carlisle Brake & Friction, Inc.'s obligations or the City of Medina's rights under any other provision of this Agreement.
13. Fees. Carlisle Brake & Friction, Inc. shall pay an annual fee of \$ 500 (five hundred dollars) in each year that Carlisle Brake & Friction, Inc. has a grant agreement in effect upon notification that such payment is due. The proceeds will be used to defray costs of program administration and to help fund the program.
14. Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

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

If to \_\_\_\_\_ to:

Carlisle Brake & Friction, Inc.

\_\_\_\_\_  
6180 Cochran Road  
Solon, Ohio 44139

or such other address as may be noticed.

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

IN WITNESS WHEREOF, the City of Medina, Ohio, by Dennis Hanwell, its Mayor, and pursuant to Ordinance No. 154-07 and **Carlisle Brake & Friction, Inc.**, by **Karl T. Messmer, President**, have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSED BY:

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

CITY OF MEDINA

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

Title: Mayor

WITNESSED BY:

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

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

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

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

DIRECTOR OF LAW- CITY OF MEDINA

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

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







Miracle League of NE Ohio  
P.O. Box 1966  
Medina, OH 44258

56-55/412  
21460

1231

DATE 5/26/20

PAY TO THE ORDER OF City of Medina \$ 7,662<sup>54</sup>  
Seven thousand, six hundred, sixty two & 54/100 DOLLARS

Huntington  
1105 South Court Street  
Medina, OH 44258

MEMO Electric Sam Mazz



Shen Becker  
AUTHORIZED SIGNATURE

⑈001231⑈ ⑈041200555⑈ ⑈5146006286⑈

<b>RECEIPT</b>		DATE <u>6-3-2020</u>	No. <u>680335</u>
RECEIVED FROM <u>MIRACLE LEAGUE OF NE OHIO</u>		\$ <u>7,662<sup>54</sup></u>	
<u>SEVEN THOUSAND, SIX HUNDRED SIXTY TWO &amp; 54/100</u>		DOLLARS	
<input type="radio"/> FOR RENT		<input type="radio"/> FOR <u>ELECTRIC SAM MAZZ</u>	
ACCOUNT	<u>100</u>	<input type="radio"/> CASH	FROM _____ TO _____ BY <u>L. B. MAZZ</u>
PAYMENT	<u>1000</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

Security features included. Details on back.

# REQUEST FOR COUNCIL ACTION

No. RCA 20-124-6/8  
Committee: Finance *Finance*

FROM: Medina Municipal Court  
DATE: June 2, 2020  
SUBJECT: Technology Grant Award

## SUMMARY AND BACKGROUND

Medina Municipal Court has been awarded a Technology Grant through the Ohio Supreme Court in the amount of \$62,950.00. This grant will be applied to the new servers the Court will be purchasing through Technology Engineering Group LLC recently approved through Council (ordinance no. 95-20) on May 27, 2020. We are respectfully requesting approval of this grant through City Council.

### Suggested Funding:

- Sufficient funds in Account No. 001-0705-53315
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_
- \_\_\_\_\_

Emergency Clause Requested: No  
Reason:

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

# The Supreme Court of Ohio

## Grant Award Agreement

This Grant Award Agreement ("Agreement") is entered into by the Supreme Court of Ohio ("Court") and Medina Municipal Court, 135 North Elmwood Ave., Medina, Ohio 44256 ("Recipient") as follows:

### Section 1: Purpose

The purpose of this Agreement is to set out the duties and responsibilities of the parties for the Technology Grant Fund project ("Project"). The Project shall be implemented pursuant to application number 825 application submitted by the Recipient ("Application") in response to the *2020 Technology Grant Fund Solicitation for Grant Applications* ("Solicitation"). A copy of the Application and Solicitation are attached at Appendices A and B and are incorporated as though fully rewritten herein to the extent they are not inconsistent with this Agreement.

### Section 2: Term

This Agreement shall be effective from the date of the last signature below through January 31, 2021.

### Section 3: Responsibilities of the Court

The Court agrees to pay Recipient \$62,950.00 for the purpose of completing the Project pursuant to the terms and conditions set forth in this Agreement. Payment shall be made one time and not later than 30 days from the effective date of the Agreement.

### Section 4: Responsibilities of Recipient

A. The Recipient agrees to develop, implement, and maintain the Project pursuant to the terms and conditions set forth in this Agreement.

B. The Recipient agrees to confirm purchases made with Project grant funds by providing proof of final payment to the Court's Grant Administrator at the email address provided below no later than February 28, 2021, or 30 days after receipt of funds, whichever comes last. The Recipient agrees to provide photographs of the Project, if requested by the Court.

C. The Recipient shall reimburse the Court for Project grant funds received that are spent in violation of applicable law or the provisions of this Agreement, as determined by a qualified auditor.

D. All purchases or upgrades made with Project grant funds shall be completed, installed, operational, and in use by January 31, 2021, unless the Court gives express written consent extending this deadline.

E. The Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain the property of the Recipient unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If any equipment, software, or materials purchased for the Project are owned by the Court, at the conclusion of the grant the Court will transfer ownership of it to the Recipient.

F. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with the requirements of this Agreement.

G. The Recipient agrees to participate in on-going monitoring for quality, evaluation, and documentation of the Project by the Court as required by funding restrictions or otherwise deemed necessary by the Court.

H. The Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and the Recipient's purchasing policies and practices.

I. The Recipient shall provide the Court with an audit report conducted in accordance with Government Accounting Standards. The audit report shall be provided within six months following the close of the Recipient's fiscal year during the term of this Agreement. If such audit report is not available for the Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant. Costs for audit reports performed by a certified public accountant not required by the Recipient's local governing authority, but that are necessary to provide assurance to the Court that generally accepted accounting principles have been followed, may not be charged to the grant. A copy of the Court's *Guidelines for Audit of Grant Award Funds* is attached as **Appendix C**.

J. The Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to the Project for the purpose of any audit and examination relative to this Agreement.

#### **Section 5: Use of Grant Funds**

A. Project grant funds shall be expended for only one-time costs, with any resulting maintenance or ongoing support costs being the responsibility of the Recipient.

B. Project grant funds shall not be expended to support any political campaign or attempt to affect the political opinion of the general public or any segment thereof or to communicate with any member of the public or employee of the Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

#### **Section 6: Payment Process**

A. The Court will distribute Project grant funds to the Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed when the Recipient has returned an executed Agreement.

**Section 7: Rights in Data, Patents, and Copyrights**

The Court and any person, agency, or instrumentality providing assistance to the work performed pursuant to this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the Project grant funds provided to the Recipient by the Court shall be subject to copyright in the United States or any other country. The Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, data and work products developed under this Agreement and any other copyrighted material incorporated therein.

**Section 8: Entire Agreement**

This Agreement and all materials incorporated by reference herein constitute the understanding between the parties. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

**Section 9: Changes and Modifications**

Any changes or modifications to this Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Solicitation. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

**Section 10: Termination of Agreement**

The Recipient shall be in default under this Agreement if the Recipient fails to timely perform or observe any of its obligations under this Agreement or withdraws from the Project and does not remedy the failure or withdrawal within five business days of the receipt of written notice by the Court of such default. If this Agreement is terminated, the Recipient shall reimburse the Court for the entire distributed award amount. If the Court terminates this Agreement, it shall be responsible for reimbursing the Recipient for all expenses incurred by the Recipient prior to the date on which the Recipient receives written notice of termination.

**Section 11: Resolution of Disputes**

The Court and the Recipient recognize that litigation can be an expensive, resource-consuming process for resolving disputes. Therefore, the Court and the Recipient agree that if any

controversy or dispute arises out of or relates to this Agreement or the Project, they shall attempt in good faith to settle the dispute through mediation. The Court and the Recipient shall attempt to mutually agree as to the provider of neutral services and complete mediation within thirty days.

**Section 12: Law, Forum, and Venue**

This Agreement shall be construed and interpreted, and the rights of the parties shall be determined in accordance with, the laws of the State of Ohio. All actions arising out of this Agreement shall be instituted in a court of competent subject matter jurisdiction in Franklin County, Ohio.

**Section 13: Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

**Section 14: Responsibility for Claims**

The Recipient shall indemnify and hold the Court harmless from liability for any injury or damage to third parties occurring during performance of activities pursuant to this Agreement to the extent such injury or damage is caused by the Recipient's negligence or willful misconduct. Further, the Court shall not be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court cannot and therefore does not indemnify the Recipient in any way.

**Section 15: Certification of Funds**

The Court represents that it has adequate funding available to reimburse the Recipient under the provisions of this Agreement. However, the Court may terminate this Agreement should its appropriations or other revenues be reduced or, if applicable, the grant funds used to support the Project are reduced or terminated. It is the mutual understanding of the parties that the Court and its representatives have made no promises of funding to the Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to the Recipient.

**Section 16: Applicable Policies**

With respect to activities associated with this Project, the Recipient is subject to the Court's policies on equal employment opportunity, discrimination and sexual harassment, and alcohol and drug-free workplace. Copies of these policies are attached as Appendix D.

**Section 17: Assignment**

The Recipient may not assign any rights, duties, or obligations described in this Agreement without the written approval of the Court.

**Section 18: Original Copies of Agreement**

This Agreement shall be executed in two originals with each party retaining an original copy.

**Section 20: Contacts**

The Court's contact with regard to this Agreement is:

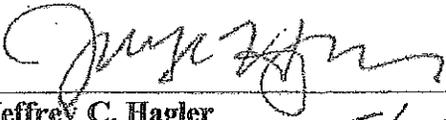
Linda Flickinger, Grant Administrator  
The Supreme Court of Ohio  
65 South Front Street  
Columbus, Ohio 43215  
614.387.9522  
Linda.Flickinger@sc.ohio.gov

The Recipient's contact with regard to this Agreement is:

Jonathan Mazanetz, Senior Technician  
Medina Municipal Court  
135 North Elmwood Ave.  
Medina, Ohio 44256  
jmazanetz@medinamunicipalcourt.org

The parties have executed this Agreement as of the date(s) noted below.

**THE SUPREME COURT OF OHIO**

  
\_\_\_\_\_  
Jeffrey C. Hagler  
Administrative Director

Date  
5/28/20

**Medina Municipal Court**

  
\_\_\_\_\_  
Gary Werner  
Administrative Judge

6/2/20  
Date

## Cindy Lastuka

---

**From:** Jonathan Mazanetz  
**Sent:** Tuesday, June 02, 2020 11:00 AM  
**To:** Cindy Lastuka  
**Subject:** RE: 2020 Technology Grant Fund Award

**From:** Flickinger, Linda <Linda.Flickinger@sc.ohio.gov>  
**Sent:** Monday, June 1, 2020 10:42 AM  
**To:** Jonathan Mazanetz <Jmazanetz@medinamunicipalcourt.org>  
**Subject:** 2020 Technology Grant Fund Award  
**Importance:** High

Jon,

As a result of additional funding made available by Chief Justice O'Connor, your court's grant application from the 2020 Technology Grant Fund has been awarded.

Please find attached the grant agreement that will need to be signed to complete the grant award. You may return it to me by email upon counter signature. Following receipt, I'll send a notice to our fiscal office to generate payment shortly thereafter.

If you have any questions, please feel free to reach out.

Congratulations!



**Linda Flickinger | Grant Administrator | Supreme Court of Ohio**  
65 South Front Street ■ Columbus, Ohio 43215-3431  
614.387.9522 (telephone) ■ 614.387.9489 (fax)  
[Linda.Flickinger@sc.ohio.gov](mailto:Linda.Flickinger@sc.ohio.gov)  
[www.supremecourt.ohio.gov](http://www.supremecourt.ohio.gov)

ORDINANCE NO. 95-20

AN ORDINANCE AUTHORIZING THE EXPENDITURE TO TECHNOLOGY ENGINEERING GROUP LLC FOR THE SERVER REFRESH PROJECT FOR THE MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the expenditure to Technology Engineering Group LLC for labor and materials to replace existing servers and provide Acronis cloud backup services for the Medina Municipal Court, is hereby authorized.

SEC. 2: That the funds to cover this expenditure in the amount of \$67,850.00 are available in Account No. 001-0705-53315.

SEC. 3: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to complete the project by June 20, 2020; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: May 26, 2020

SIGNED: John M. Coyne, III  
President of Council

ATTEST: Kathy Patton  
Clerk of Council

APPROVED: May 27, 2020

SIGNED: Dennis Hanwell  
Mayor

THE UNDERSIGNED, CLERK OF COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RESOLUTION NO. 95-20 ADOPTED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO, ON 5-26-20.  
*Kathy Patton*  
CLERK OF COUNCIL

# REQUEST FOR COUNCIL ACTION

No. RCA 20-125-6/8  
Committee: Finance

FROM: Keith H. Dirham  
DATE: Friday, May 29, 2020  
SUBJECT: Section 125 Plan Changes

## SUMMARY AND BACKGROUND:

I respectfully request that Council adopt three changes to our Section 125 Plan:

1. To increase the permitted roll-over in FSA's to \$550 from \$500. This is due to inflation.
2. To permit mid-year cafeteria plan changes. This is permitted due to COVID-19 and will expire effective December 31, 2020.
3. Extend the grace-period for FSA's and DCA's for 2019 deductions to December 31, 2020. This is permitted due to COVID-19.

Our plan administrator suggested that this could be done administratively without Council approval but I chose to seek your approval for two reasons:

First, I think Council approval is probably required anyway.

Second, and more important, I will be personally impacted by this amendment. I was in the Dependent Care plan but the daycare that we were taking my son to closed due to COVID-19 and my wife got laid off so we no longer need childcare anyway. Thus, my deductions are now unnecessary so if this is adopted I will be electing a mid-year cafeteria plan change to stop dependent care deductions. I wanted to disclose this so that you would know that I have a personal stake in this decision. Nonetheless, there is at least one other employee who has asked about mid-year changes due to COVID-19 so I think this will be beneficial for employees generally, not just me.

Estimated Cost: n/a

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: It depends how soon you would like employees to be able to make these changes. If immediately, then yes. If not, then no.

Reason:

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Section 125  
Amendment to Increase the Carryover to \$550

**Carryover increase.**

The carryover amount for FSAs has increased from \$500 to \$550 to account for inflation. Employers must adopt a plan amendment by Dec. 31, 2020, and this can be retroactive to the 2020 plan year.

\_\_\_\_\_ with a cafeteria plan year ending on \_\_\_\_\_  
(Company Name) (Month & Year)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Section 125  
Amendment to Make Mid-Year Cafeteria Plan Changes

**Cafeteria plans**

A cafeteria plan sponsor, although not required to do so, may amend its plan to permit employees to make the following prospective mid-year changes:

- Make a new election to participate in employer-sponsored health coverage if they initially declined such coverage
- Revoke a previous election for employer-sponsored health coverage and enroll in other employer-sponsored coverage OR provide in writing that they are covered by non-employer-sponsored coverage
- Revoke an election, make a new election, or increase or decrease an election to a healthcare flexible spending account (FSA) or dependent care assistance FSA (DCA)

This special accommodation will apply retroactively to mid-year changes made after Jan. 1, 2020, and expires on Dec. 31, 2020.

\_\_\_\_\_ with a cafeteria plan year ending on \_\_\_\_\_  
(Company Name) (Month & Year)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Section 125

Amendment to Permit an Extension of 2019 Claims Through December 31, 2020

**Healthcare FSAs and DCAs**

- **Grace period extension.** Employers may amend their plans to allow employees to use unused amounts in their FSAs and DCAs as of Dec. 31, 2019, to pay for expenses incurred before Dec. 31, 2020 – thereby extending the grace period a full year. The extension for incurring claims is available to both cafeteria plans that have a grace period and plans that also provide a carryover.

**Note:** This extension may be problematic for employees who have also contributed to a health savings account (HSA) in 2020. Those with unused 2019 FSA amounts as of the date of the grace period could use those funds to pay for healthcare expenses below the HSA-eligible HDHP deductible amount in 2020, thus making them ineligible to make HSA contributions.

\_\_\_\_\_ with a cafeteria plan year ending on \_\_\_\_\_  
(Company Name) (Month & Year)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Elizabeth Brown

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**From:** Susan Wyckhouse <susanw@nwgsonline.com>  
**Sent:** Monday, May 18, 2020 9:38 AM  
**Subject:** New IRS Guidance: Cafeteria Plans, FSAs, HDHPs and More  
**Attachments:** Amendment for Extension of 2019 Claims.doc; Amendment to increase the Carryover to \$550.doc; Amendment to Make Mid-Year Changes.doc

### Cafeteria plans

A cafeteria plan sponsor, although not required to do so, may amend its plan to permit employees to make the following prospective mid-year changes:

- Make a new election to participate in employer-sponsored health coverage if they initially declined such coverage
- Revoke a previous election for employer-sponsored health coverage and enroll in other employer-sponsored coverage OR provide in writing that they are covered by non-employer-sponsored coverage
- Revoke an election, make a new election, or increase or decrease an election to a healthcare flexible spending account (FSA) or dependent care assistance FSA (DCA)

This special accommodation will apply retroactively to mid-year changes made after Jan. 1, 2020, and expires on Dec. 31, 2020.

### Healthcare FSAs and DCAs

- **Grace period extension.** Employers may amend their plans to allow employees to use unused amounts in their FSAs and DCAs as of Dec. 31, 2019, to pay for expenses incurred before Dec. 31, 2020 – thereby extending the grace period a full year. The extension for incurring claims is available to both cafeteria plans that have a grace period and plans that also provide a carryover.

**Note:** This extension may be problematic for employees who have also contributed to a health savings account (HSA) in 2020. Those with unused 2019 FSA amounts as of the date of the grace period could use those funds to pay for healthcare expenses below the HSA-eligible HDHP deductible amount in 2020, thus making them ineligible to make HSA contributions.

- **Carryover increase.** The carryover amount for FSAs has increased from \$500 to \$550 to account for inflation. Employers must adopt a plan amendment by Dec. 31, 2020, and this can be retroactive to the 2020 plan year.

### HSA-eligible HDHPs

- **COVID-19 testing and treatment.** The IRS previously issued [Notice 2020-15](#), which allows HSA-eligible HDHPs to cover COVID-19 testing and treatment at 100%, with no cost-sharing to employees, even before the deductible is met. The new notice clarifies that this includes expenses incurred after Jan. 1, 2020, as well as which expenses are considered COVID-19 testing and treatment.

- **Telemedicine.** The Coronavirus Aid, Relief, and Economic Security (CARES) Act allows HSA-eligible HDHPs to cover telehealth services at 100%, with no cost-sharing to employees, even before the deductible is met. The new notice clarifies that this includes telehealth services provided after Jan. 1, 2020.

## **Individual Coverage Health Reimbursement Arrangements (ICHRA)**

This notice provides that an ICHRA is permitted to treat healthcare premiums as incurred on:

- the first day of each month of coverage
- the first day of the period of coverage
- the date the premium is paid

With this guidance, payment of the premium for coverage made before the beginning of the plan year can be reimbursed if the insurance coverage starts during the plan year.

**IMPORTANT NOTE:** You as an Employer are not required to adopt mid-year election changes, grace period extensions, or FSA carryover. If you do adopt the changes, you must amend your plans by a plan amendment by December 31, 2020.

Attached you will find the amendments.

If you have any questions, please let me know.

Thank you & Stay safe & Healthy

--  
Susan Wyckhouse  
TPA Manager/Insurance Agent  
Northwest Group Services, Inc. (NWGS)  
1910 Indianwood Circle  
Maumee, Ohio 43537  
419-887-1215 ext. 1029  
FAX: 419-887-1214

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply e-mail and destroy all copies of the original message.

# REQUEST FOR COUNCIL ACTION

No. RCA 20-126-6/8  
Committee: Finance

FROM: Keith H. Dirham  
DATE: Friday, May 29, 2020  
SUBJECT: 2021 Tax Budget

## SUMMARY AND BACKGROUND:

Details to follow.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested:

Reason:

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

*Q/H Hamwell  
6-3-2020*

No. RCA 20-127-6/8  
*Finance*

**REQUEST FOR COUNCIL ACTION**

**FROM:** Nino Piccoli Service Director  
**DATE:** June 2, 2020  
**SUBJECT:** GIS Asset Management and Services

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council's authorization to allow the City of Medina to enter into an agreement with I am GIS Group, LLC in the amount \$32,000.00. This proposal will provide GIS Asset Management Software and Services for the City of Medina Water Department.

Please note that this includes software, system updates and Asset Management support, initial set up, training as well as Asset Digitization Services.

**Suggested Funding:**

- Sufficient funds in Account No. 513-0533-52215
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested:** No  
**Reason:**

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**



**GIS / Asset Management Software and Services**  
*Proposal for*  
**City of Medina (OH) Water Department**  
Expires June 30, 2020

---

**Software**

- Unlimited **Water Department** licenses for **one (1) year**
- Unlimited data/digital media storage and back-up
- Unlimited maps and layers
- Unlimited access to all tutorial videos
- Unlimited customer support & future retraining
- Built-in work orders for maintenance tracking
- Built-in text and email notifications
- All future enhancements/updates on existing functionality
- GPS/GNSS receiver Bluetooth capabilities: \$ 12,000.00

**System Updates and Asset Management Support**

- Our GIS technicians will input all **Water** and **Storm** system updates during the first year (including drawing in new assets)
- Assistance with OAC 3745-87 [asset management] compliance: no charge

**Initial Set-Up and Services**

- Upload existing shape file sets, KMZ files and any other assets with GPS data including any public GIS layers
- Creation of asset layer templates with customized attribute fields for each layer
- On-site, video & web training: \$ 3,000.00

**Asset Digitization Services**

- Digitize, upload and geographically reference all existing **Water** and **Storm** utility assets currently on paper maps or other tangible data sources such as spreadsheets
- Projection conversion of all imported assets and data: \$ 17,000.00

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**Total Up-front: \$ 32,000.00**

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\* iamGIS fully guarantees that all data created in &/or stored in our software is fully compatible with Esri ArcGIS and/or any other GIS software that utilizes a geodatabase (.gdb) or shape file (.shp) sets.

---

Company:  
iamGIS Group, LLC

Client:  
City of Medina (OH) Water Department

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Tony Shriner

Name: \_\_\_\_\_

Title: President/COO

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

Date: 05/21/2020

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

*Remainder of page intentionally left blank*

# REQUEST FOR COUNCIL ACTION

No. RCA 20-128-6/8

FROM: Medina Municipal Court  
DATE: May 20, 2020  
SUBJECT: Transfer Request

Committee: Finance

## SUMMARY AND BACKGROUND

Medina Municipal Court respectfully requests Council to authorize the Finance Director to transfer \$38,500 from Case Management System Fund (#168) to the Court Special Projects Fund (#169). This transfer request is part of the Judgment Entry dated June 14, 2017, from Judge Dale Chase (see attached) with regards to reimbursement payment for the Pioneer/Benchmark case management system. Total amount of funds used from the Court Special Projects Fund was \$77,306.23 for Benchmark. The remaining balance is expected to be paid in 2021.

### Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.
- 

Emergency Clause Requested: No

Reason:

### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

IN THE MEDINA MUNICIPAL COURT  
MEDINA COUNTY, OHIO

IN RE:  
CASE MANAGEMENT SYSTEM

JUDGMENT ENTRY

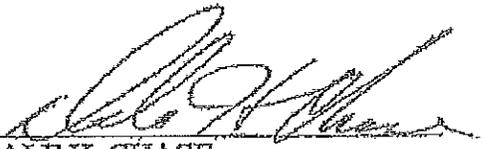
Pursuant to R.C. § 1901.26(B) the Court authorizes the purchase of a case management system and all associated hardware and software from Pioneer Technology Group (1100 Central Park Drive, Suite 100, Sanford, Florida 32771) upon execution of a contract between Pioneer Technology Group and Nancy L. Abbott, Clerk of Court, to be paid from the Medina Municipal Court special projects funds accounts numbers 169-0705 and 168-0705.

Upon receipt of the invoice(s) from Pioneer Technology Group and approval of same by the Clerk of Court, the balance of funds in account 168-0705 as of the end of the month preceding receipt of the invoice(s) shall first be applied to the invoice(s), and thereafter the balance of the invoice(s) shall be paid from account 169-0705.

The total amount paid from account 169-0705 shall be reimbursed to that fund from account 168-0705 in semi-annual payments of the balance in account 168-0705 on June 1 and December 1 of each year beginning June 1, 2018, and continuing until reimbursed in

full.

IT IS SO ORDERED.

  
DALE H. CHASE,  
JUDGE

2017 JUN 14 PM 4:18

FILED  
MEDINA MUNICIPAL COURT

CITY OF MEDINA • 132 NORTH ELMWOOD AVE P.O. BOX 703 • MEDINA, OH 44258

CHECK NO. 0000129940

PIONEER TECHNOLOGY GROUP

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
30005	02/28/19	2017001810	FEB-CASE MGMT SYSTEM	169-0705-54413	47828.25
30312	04/30/19	2017001810	APR-CASE MGMT SYSTEM	169-0705-54413	29477.98

CITY OF MEDINA • 132 NORTH ELMWOOD AVE P.O. BOX 703 • MEDINA, OH 44258

CHECK NO. 0000129940

PIONEER TECHNOLOGY GROUP

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
30005	02/28/19	2017001810	FEB-CASE MGMT SYSTEM	169-0705-54413	47828.25
30312	04/30/19	2017001810	APR-CASE MGMT SYSTEM	169-0705-54413	29477.98

THE PAPER ON THIS CHECK IS RECYCLED PAPER. THE FRONT SIDE OF THIS CHECK IS MADE FROM 100% RECYCLED PAPER.



Keith H. Dirham, Director of Finance  
132 North Elmwood Ave P.O. Box 703  
Medina, OH 44258



6-15  
410

NO. 0000129940

DATE  
05/15/19

AMOUNT  
\*\*\*\*\*77306.23

PAY:

PAY 77306 dols 23 cts

VOID AFTER 60 DAYS

TO THE ORDER OF: PIONEER TECHNOLOGY GROUP  
1100 CENTRAL PARK DRIVE  
SUITE 100  
SANFORD FL 32771

*Keith H. Dirham*  
DIRECTOR OF FINANCE

KEITH H. DIRHAM, DIRECTOR OF FINANCE

⑈0000129940⑈ ⑈041000153⑈ 01668300837⑈

# REQUEST FOR COUNCIL ACTION

No. RCA 20-129-6/8

FROM: Service Director Nino Piccoli, Civil Service Commission

Committee: Finance

DATE: 6/3/20

SUBJECT: Street Department Part-Time Laborers

## SUMMARY AND BACKGROUND:

Currently the Street department has 9 union positions (7 MEO & 2 FT Laborers). During the fall season, an additional six seasonal laborers are hired to help with the Leaf program. During recent budget reviews, there was discussion to add two permanent part-time, union laborers to the Street department to aid in the work load and to help retain qualified workers.

The Street department has purchased a sign machine over two years ago, which has saved the department a lot of money by being able to repair and not having to purchase pre-made signs. All senior employees have been asked if they had interest in learning the machine but no one has the interest to learn because they need to be knowledgeable on a computer. One of the returning seasonal employees was interested and willing to assist as needed when asked and has taken the lead with the sign machine. This position cannot be filled by just anyone. There is a needed skill level and a constant person needs to be in charge so job orders get filled, thus Superintendent Bill Davis created a job description and presented it to the Civil Service Commission at their June 3<sup>rd</sup> meeting.

The Civil Service Commission approved to adopt the proposed job description of Sign Technician as submitted (with review from Law Director Huber). Now respectfully request City Council to consider adopting the job description for the new Classification of Sign Technician along with adding one part-time, union Sign Technician (Pay Grade \$18.20) and one multipurpose part-time, union Laborer (Pay Grade \$18.20) to the Salaries and Benefit Code 31.02 and 31.05.

At this time, it is uncertain if these positions will be filled. The Street department will have an MEO position becoming vacant at the end of June. The department would review their budget and decide which position(s) could be filled staying within budget and being the most beneficial.

Thank you.

Estimated Cost: \$.00

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:

Reason:

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**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Proposed

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Sign Technician

**REPORTS TO:** Street Foreman

**DEPARTMENT/DIVISION:** Streets

**CIVIL SERVICES STATUS:** Unclassified

**JOB STATUS:** Part-Time

**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The work in this class is manual labor of more than ordinary difficulty that often involves the use of acquired skill and calls for the use of some skills acquired by experience or on-the-job training. An employee in this classification usually works under the supervision of a foreman or superintendent who issues oral work orders and inspects work frequently. An employee in this classification may be assisted by unskilled laborers.

**ESSENTIAL JOB FUNCTIONS:**

Responsible for fabricating signs according to MUTCD standards using computer, cutting machine and other equipment.

Able to produce components of various street and construction signs using a variety of equipment.

Create and maintain instructions for sign making procedure.

Able to read layouts and interpret drawings in order to create signs.

Perform periodic maintenance on associated machinery and some troubleshooting, as necessary.

Update and maintain sign inventory on the computer and in the sign room, notifying management when supplies are low.

Responsible for checking PED lights and record defective devices and repair if applicable.

Repair cones and barricades with Hi Reflective material.

Measure long lines, fog lines, crosswalks, stop bars and channel lines.

Devise a 4-year budget to source work out.

Create intersection pavement marking drawings.

Recycle old/ used signs back into existing sign inventory.

Repair and maintain flags and flag pole inventory.

Train fellow employees on the operation of the sign machine and sign production.

Record and maintain the sign activity log spreadsheet.

Request utility locates (OUPS) on computer.

Assists Department personnel as needed.

Work as a Fall Leaf Laborer during season.

Maintains regular and consistent attendance.

Able to perform the physical demands including but not limited to having the strength and agility sufficient to lift and maneuver heavy objects along with bending, stooping, squatting, climbing, twisting, reaching, and standing for prolonged periods of time throughout the day.

**EDUCATION, TRAINING AND EXPERIENCE:**

Some experience in performing semi-skilled maintenance or construction tasks. High school diploma or GED preferred, or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

**License:**

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

**QUALIFICATIONS:**

**Knowledge of:**

- Semi-skilled maintenance and manual tasks;
- Occupational hazards of working in a city garage;
- Computer software including, but not limited to FlexiSign;
- Understand the regulations associated with creating signs;
- Traffic and safety regulations; and
- Accident prevention practices.

**Skilled in:**

- Personal computer use including Microsoft applications such as Word and Excel;
- Securing the cooperation of others while training;
- Organization; and
- Coordinating and managing multiple tasks.

**Ability to:**

- Communicate effectively in writing or orally with co-workers and supervisors ;
- Understand and follow complex oral and written instructions;
- Create reports and maintain records/files;
- Handle stressful situations in a professional manner;
- Operate standard office equipment, hand-tools, electrical tools and machinery;
- Lift at least 50 pounds on a regular basis; and

**ENVIRONMENTAL ELEMENTS:**

It also involves working inside a garage and outside in all types of weather situations with exposure to various associated hazards.

**WORKING CONDITIONS:**

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

**EQUIPMENT USED:** Computer, keyboard, sign machine, cutting machine.

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

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

No. RCA 20130-6/8  
Committee: Finance

FROM: Service Director Nino Piccoli, Civil Service Commission

DATE: 6/3/20

SUBJECT: Abolish System Testing Technician/ Add Full Time Laborer

## SUMMARY AND BACKGROUND:

The System Testing Technician (pay grade 33 A-F, \$19.78-\$25.25) position in the Water department has been vacant for over 8 years. The responsibilities of this position have been shared over the years by all department personnel. After eight or more years, at the June 3<sup>rd</sup> Civil Service meeting, the Commission approved to abolish this job description and eliminate the classification from the Schematic List of Classes with Council's approval.

During budget discussions and Teamster's negotiations, this elimination of this classification was discussed and replacing it with an additional full-time laborer in the department which would aid the department by being a versatile position that could fill in where needed. It also would give opportunity for a part-time employee to advance and allow them to begin accumulating service time/experience in the Water department which is needed in order to get various required certifications, which are needed for further promotional advancement.

Respectfully asking Council to abolish the current classification of System Testing Technician in the Water department under Salaries and Benefit Code under 31.05 and 31.07 and officially change the Salary and Benefits Code 31.05 Water Department assignments to add a second full-time Laborer (union Pay Range 31 A-F, \$18.21-\$23.24).

Thank you.

Estimated Cost: \$.00

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested:

Reason:

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** System Testing Technician  
**REPORTS TO:** Water Operations Foreman  
**DEPARTMENT/DIVISION:** Water  
**CIVIL SERVICES STATUS:** Classified  
**JOB STATUS:** Full-time  
**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** The individual in this classification is responsible for collection samples as required by the Environmental Protection Agency ensuring system compliance with applicable statutes and regulations. The System Testing Technician performs various tests on City water samples, monitors department equipment and facilities and assists department personnel as required. The System Testing Technician reports directly to the Water Operations Foreman.

**ESSENTIAL JOB FUNCTIONS:**

- Collects water samples as required by Environmental Protection Agency standards.
- Visits pump stations daily to obtain water quality samples.
- Performs sterilization testing and collects bacterial samples on line breaks and new line projects.
- Monitors Department functions necessary to operate the water system, including computers, pump stations, water tanks and other Department equipment.
- Monitors and adjusts water quality control parameters when in charge of water system.
- Performs building and grounds maintenance including snow removal, mowing, painting, and other duties to further the Department.
- Maintains regular and consistent attendance.
- Performs water lab testing as required.
- Assists Backflow Coordinator as required.
- Staffs Department facilities to operate system on scheduled weekends and holidays.
- Assists as necessary in emergency repair of water lines.
- Assists in repair of motors, pumps, telemetric equipment and other equipment as required.
- Able to perform physical demands including but not limited to having the strength and ability to climb into or onto equipment and trucks and maneuver over rugged terrain. Ability to lift up to 75 pounds. Able to stand

or walk most of a scheduled shift with bending, stooping, squatting, climbing of scaffolding and ladders, twisting, reaching and working on irregular surfaces or at heights above ground or depths below ground.

Performs Operations Technician duties in the absence of the Operation Technician.

#### **EDUCATION, TRAINING AND EXPERIENCE:**

High school diploma or GED with any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

Some experience in mechanical equipment operation.

Some experience in water sampling preferred.

#### **Certifications:**

Backflow certificate is preferred at time of appointment or need to have within one year of appointment.

#### **Licenses:**

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

Public Water System Operator Class I or Water Distribution Class I as issued by the State of Ohio or obtain license within one year of appointment to System Testing Technician.

#### **QUALIFICATIONS:**

##### **Knowledge of:**

- Mechanical equipment operations;
- Chemistry;
- Water purification including some chemical testing; and
- Computerized water system equipment.

##### **Skilled in:**

- Reading gauges and records; and
- Reading and writing reports.

##### **Ability to:**

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Read simple meters and charts accurately;
- Maintain a simple record of daily operations;

- Operate equipment and machinery by both night and day; and
- Understand and follow oral and written instructions.

**ENVIRONMENTAL ELEMENTS:**

This position includes occupational exposure to noise, pulmonary irritants, toxic materials and extreme weather conditions.

**WORKING CONDITIONS:**

This position requires that the employee to be available for on-call operation of the City's water system and to work scheduled holidays, nights and weekends.

**EQUIPMENT USED:** Non-CDL truck, slope mower, zero-turn mower, push mower, weed eater, chain saw, sandblaster.

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

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RESOLUTION NO. 112-20****A RESOLUTION DIRECTING OWNERS TO DRAIN LINDENWOOD LAKE, REPAIR THE LINDENWOOD LAKE DAM AND REMOVE OBSTRUCTIONS, SILT AND SUBSTANCES AS WOULD CREATE A NUISANCE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The owners listed in Exhibit A attached hereto and incorporated herein are the owners of Lindenwood Lake; Lindenwood Lake is located on parts of the parcel numbers that are also included in the listing as set forth in Exhibit A attached hereto and incorporated herein; and

**WHEREAS:** It has been determined that Lindenwood Lake at this time constitutes a nuisance as the Lindenwood Lake Dam is in need of serious repair and the lake itself is obstructed with an excess of silt, obstructions and substances that must be removed by way of dredging; it has also been determined herein that the overflow apparatus associated with Lindenwood Lake is in need of repair; and

**WHEREAS:** The owners of Lindenwood Lake enjoy an equal potential benefit with respect to the use of Lindenwood Lake and it is the determination of the Medina City Council that the owners of the lake will be equally accountable for repairs and maintenance of the lake; and

**WHEREAS:** R.C. 715.47 allows the City of Medina the ability by resolution to direct the owners of Lindenwood Lake to repair a potential nuisance and remove obstructions, silt and substances as necessary so as to avoid a nuisance; and

**WHEREAS:** If owners of Lindenwood Lake and Lindenwood Lake Dam do not, refuse to, or are unable to repair the dam and the overflow and remove substances, silt and obstructions in the lake as required to avoid a nuisance upon receipt of this Resolution and after the named time period, the City may complete the work of repair and removal of nuisances and recover the expenses of the completion of the work by way of lien placed upon an owner's lot which may be enforced by suit in the court of common pleas or by way of agreement with owners for a tax assessment upon properties owned by the owners.

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

**SEC. 1:** That the statements as set forth in the clauses outlined hereinabove are hereby adopted in this section.

**SEC. 2:** That the owners listed in Exhibit A, a copy of which is attached hereto and incorporated herein, are hereby required to repair Lindenwood Lake Dam and remove silt, substances and obstructions in Lindenwood Lake and further repair the lake overflow apparatus so as to remove all nuisances associated with the lake.

- SEC. 3:** That the owners listed and named in Exhibit A shall be given a period of thirty (30) days from the passage of this Resolution within which to complete the repairs required to remove the above named nuisances from Lindenwood Lake and Lindenwood Lake Dam.
- SEC. 4:** That this Resolution shall be served upon owners of Lindenwood Lake at the address for each owner listed on the Medina County Auditor's tax records for the property parcel number associated with each owner;
- SEC. 5:** That if owners of the Lindenwood Lake properties do not or are unable to complete repairs or refuse to complete repairs, the City of Medina shall after the above named thirty (30) day time period, expend funds so as to repair the Lindenwood Lake Dam, dredge Lindenwood Lake so as to remove obstructions, substances and silt, and repair the lake overflow apparatus so as to remove nuisances associated with the lake.
- SEC. 6:** That the City of Medina may recover expenses for the completion of work outlined in this Resolution by way of lien placed upon owner's lots effective from time of passage of this Resolution; said lien may be enforced or foreclosed upon by suit in the Medina County Court of Common Pleas. Alternatively an owner may agree with the City to repayment of expenses outlined herein by way of a tax assessment upon the owner's property. Repayments to the City for expenses outlined herein may be made by way of lump sum payment at the option of the owner. If an owner should choose repayment by way of tax assessment, the assessment against each lot or parcel of land named herein shall be payable in twenty (20) annual installments with interest at the same rate as shall be born by bonds to be issued in anticipation for the collection of the same. All cash payments shall be made payable to the Director of Finance of the City of Medina. All liens, or assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Council to the County Auditor as provided by law to be placed on the tax duplicate that shall be collected by the Director of Finance in place of the County Treasurer, and he shall apply such amounts collected to the amount owing, together with any interest thereon to payment of the bonds and interest thereon, issued in anticipation of the collection of said assessments and for no other purpose, pursuant to applicable provisions of the Ohio Revised Code.
- SEC. 7:** That the Clerk of this Council shall cause notice of the passage of this Resolution to be published for two (2) consecutive weeks in a newspaper of general circulation in the City of Medina and that the owners named and listed herein shall comply with the direction of this Resolution within the time period of thirty (30) days.
- SEC. 8:** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, health and safety of said City and for the reason that the Ohio Department of Natural Resources ordered repair of the Lindenwood Lake Dam as soon as the repairs can be reasonably be completed and that this Resolution must be deemed effective at once; wherefore this Resolution shall be in full force and effect immediately after its passage and approval by the Mayor.

**PASSED:** \_\_\_\_\_

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

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

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

**Mayor**

**Effective date –**

City Project #1018: Lindenwood Lake Dam Repair  
PROPERTY OWNER CONTACT LIST

PARCEL ID #	OWNER	LOCATION ADDRESS		TAX MAILING ADDRESS		CITY LOT #	PPN
		#	STREET	#	STREET		
01a	CLINTON J III & SANDRA L DELAFIELD	n/a	Lindenwood Lane	851	Lindenwood Lane	999	02819B11023
01b	CLINTON J III & SANDRA L DELAFIELD	851	Lindenwood Lane	851	Lindenwood Lane	2800	02819B11024
02	BRIAN R & CYNTHIA A CARVER	841	Lindenwood Lane	841	Lindenwood Lane	2799	02819B11025
03	WARREN D & SANDRA L LIMER	831	Lindenwood Lane	831	Lindenwood Lane	2798	02819B11026
04a	RAYMOND A & SANDRA S TOMAZIC	811	Lindenwood Lane	811	Lindenwood Lane	2797	02819B11027
04b	RAYMOND A & SANDRA S TOMAZIC	811	Lindenwood Lane	811	Lindenwood Lane	2796	02819B11027
05	ROBERT A BLOMQUIST & KATHERINE J BAILLIS	850	Shorewood Drive	850	Shorewood Drive	2710	02819B11028
06a	W BRUCE & JACQUELINE E DAVEY	n/a	Shorewood Drive	870	Shorewood Drive	4497	02819B11103
06b	W BRUCE & JACQUELINE E DAVEY	n/a	Shorewood Drive	870	Shorewood Drive	4498	02819B11087
07	KATHLEEN KRYSZAN & DAVID J KRYSZAN	880	Shorewood Drive	880	Shorewood Drive	4499	02819B11031
08	JANE N & LOUIS SCHAEFER	810	Beechwood Drive	810	Beechwood Drive	2281	02819B11033
09	BERT E & CAROLE A HUMPAL	820	Beechwood Drive	820	Beechwood Drive	3190	02819B11034
10	TERRY N & AGNES M KEENAN	830	Beechwood Drive	830	Beechwood Drive	3744	02819B11035
11	CYNTHIA C DAVIS	844	Beechwood Drive	844	Beechwood Drive	3745	02819B11036
12	JEFFREY R JR & DINA M HOMAN	856	Beechwood Drive	216	N Harmony Street	3746	02819B11037
13	JAMES A & ADRIENNE M GERSPACHER	870	Beechwood Drive	870	Beechwood Drive	3747	02819B11038
14	ANTHONY JR & JANE E LECIAN	888	Beechwood Drive	888	Beechwood Drive	3748	02819B11039