

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

February 9, 2015
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (January 26, 2015)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Mayor's appointments.

Micro-Enterprise Board
Ed Wright (Business Rep.) – expiring 12/31/18

Notices, communications and petitions.

Liquor Permit:

Not to object to the issuance of a new D-2 and D-3 permit to GNM General Contractors, LTD, dba Medina Cigar & Tobacco, 307 E. Washington St.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Ord. 18-15

An Ordinance amending Section 507 of the codified ordinances of the City of Medina, Ohio relative to Clean Indoor Air – Restrictions for Smoking in City Owned Vehicles.

Ord. 19-15

An Ordinance authorizing the Mayor to execute a Quitclaim Deed providing for the conveyance of the property located at 244 Medina Street, Medina City Lot Nos. 448 & 449 to the Medina City Development Corporation.

Ord. 20-15

An Ordinance authorizing the expenditure of \$60,000 to Emergitech, Inc. for the annual subscription fees and related expenses for the computer aided dispatch and records management system for the Police Department.

Ord. 21-15

An Ordinance amending Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Clerk of Council.

Ord. 22-15

An Ordinance amending Ordinance No. 12-11, passed January 24, 2011, relative to the Sports Activity Fees and Sports Association Requirements.

Ord. 23-15

An Ordinance authorizing the Mayor to enter into a Preliminary Agreement with Silling Associates, Inc. for preliminary architectural and engineering services for the Municipal Courthouse Project.

(emergency clause requested)

Ord. 24-15

An Ordinance authorizing the Mayor to enter into a Mutual Aid Agreement with the Ohio Water / Wastewater Agency Response Network (OHWARN).

(emergency clause requested)

Res. 25-15

A Resolution honoring William G. Batchelder III for his remarkable record of public service to our community.

Ord. 26-15

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014. (Amendments to 2015 Budget)

Council comments.

Adjournment.

Opening:

Medina City Council met in regular, open session on Monday, January 26th, 2015. The meeting was called to order at 7:30 p.m. by President of Council John Coyne. Boy Scout Matt Deighton from Troop 462 from the United Church of Christ led the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on January 12th, 2015, as prepared and presented by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the minutes were approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council, our next meeting will be in two weeks.

Health, Safety & Sanitation Committee: Mr. Rose had no report.

Public Properties Committee: Mr. Shields had no report, scheduled meeting for Wednesday, February 4th at 5:30 p.m. to discuss Municipal Pool.

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

Water & Utilities Committee: Mr. Kolesar anticipates in the next month or two to start discussions in reference to gas aggregation for the City of Medina.

Requests for Council Action:

Finance Committee

- 15-015-1/26 – Subscription & Maintenance Contract - Emergitech
- 15-016-1/26 – Expenditure Over \$15,000 – North Gateway Tire - Police
- 15-017-1/26 – Expenditure Over \$15,000 – Pro-Tech Security Sales - Police
- 15-018-1/26 – Expenditure Over \$15,000 – Vance’s Law Enforcement
- 15-019-1/26 – Amend S&B Code 31.05 – Pay Scale Revision
- 15-020-1/26 – Rezoning from R-3 to SPD-2
- 15-021-1/26 – Amend Ord. 12-11 – Sports Activity Fee
- 15-022-1/26 – Discounted Membership to Recreation Center
- 15-023-1/26 – Preliminary Agreement w/Silling – Municipal Courthouse
- 15-024-1/26 – Budget Amendments
- 15-025-1/26 – Agreement with OHWARN

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Landlord/Renter info - New tab on city website under residents, then Landlord/Tenant info. There are several links with scanned brochures from Medina County Housing Office. These topics include Landlord/Tenant Rights and Responsibilities; Housing and Disabilities; Repairs to Rentals; Fair Housing and you. Councilman At-Large Bill Lamb and I also taped a cable show on Cable TV, channel 37, currently airing. These shows may also be accessed by going to www.medinatv.org. We will put some reminders on future utility bills on these topics. These informational brochures are also available in rack at Medina City Hall.
- 2) Main Street Medina - Had annual review by Heritage Ohio on Thursday, January 22, 2015 and was certified as a Nationally Certified Main Street Program with 99 points out of a possible hundred, and they met all 10 of 10 accreditation criteria. Congratulations!
- 3) Award - At the annual Main Street Medina meeting Monday evening at Main Street Café, accepted award on behalf of city for being a major sponsor of the Candlelight Walk for the past 30 years.
- 4) Healthy Medina Kickoff was Saturday, January 10th – There is still time/room to sign up.
- 5) MLK Celebration at Second Baptist, 451 Bronson St. - Sunday, January 18th at 4 p.m. went well Sunday. On February 15th, Second Baptist will hold a 95th Anniversary Celebration at Rustic Hills Country Club at 4 p.m. Featured Speaker will be Wayne Dawson from Fox8 News. Tickets are available at the church. Thanks to Rev. Carter, Rev. Wade, Rev. Burden.

Keith Dirham, Finance Director reminded all residents they are required to file an income tax return for the city income tax filed with CCA. There are four opportunities for assistance with this, Sat. March 7th 10 – 4 p.m., Wed. March 25th 2 – 8 p.m., Wed. April 1st 2 – 8 p.m., and Sat. April 11th 8:30 – 2 p.m. These sessions are being held at the Recreation Center on Weymouth Rd.

Greg Huber, Law Director, Had no report.

Chief Berarducci, Police Chief, reported that on Friday afternoon at the Medina Library our officers saved the 19th overdose victim since April of last year. We've had 20 heroin overdoses and saved 19.

Kimberly Rice, Economic Development Director, had no report.

Jonathon Mendel, Planning Community Director, had no report.

Mike Wright, Recreation Center Director, reported the next Talk and Walk is this Thursday, Jan. 29th at 6 p.m. at the Rec. Center and RN Sherry will be speaking on reducing your cancer risks. The Medina Rec. youth basketball game started this past Saturday and we have 1,240 kids signed up with 124 teams planned to participate. Please note the field house will be closed on Saturdays from 8 a.m. to 5 p.m. and on Sundays we will close two courts from 12 – 4 for the games until March 28th.

The next scheduled Rec Advisory Board meeting is Thursday, February 19th at 7:30 a.m. at the

Recreation Center.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, wanted to reach out to the residents and the business community in regards to snow covered sidewalks. Please take the time to check and maintain the sidewalks in front of your property. It is important to have a clear walking path for the public, especially in the areas surrounding schools. The goal is to keep everyone safe by not having them walk in the streets.

Nino Piccoli, Service Director, feels they have been handling the winter weather fairly well. Salt loses its effectiveness in the frigid temps below 20 degrees.

Patrick Patton, City Engineer, Update on Lake Rd. project is we are under construction on the section between Lafayette Rd. and West Smith. The work zone will be maintained with flaggers or temporary signals that will allow us to maintain two way traffic.

Council approval of appointments

Strategic Plan Advisory Committee:

Alysia Rogers, At-Large Rep. – expiring 12/31/18

Alyssa Williams, Ward 1 Rep. – expiring 12/31/18

Paul Pfeiffer, Ward 4 Rep. – expiring 12/31/18

Mr. Shields moved to approve council's appointments, seconded by Mr. Simpson. The roll was called and the appointments were approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, P. Rose, and J. Shields.

Notices, Communications and Petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

There were none.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 8-15:

An Ordinance authorizing the purchase of one (1) new X-Treme Vac Body mounted on a 2009 Freightliner M-2 cab and chassis from Best Equipment Company for the Street Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 8-15, seconded by Mr. Simpson. Mr. Piccoli stated a brand new leaf truck would cost between \$225,000 and \$250,000 and about one year to build. The one that needs replaced is a 1991 unit. This third vehicle we are requesting would be a replacement. It is a used cab and chassis and has been approved by our mechanics and supervisors, comes with a warranty, and has a new vacuum mount on the bed. This

unit is priced at \$140,000.00. The roll was called and Ordinance/Resolution No. 8-15 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, P. Rose, J. Shields, and D. Simpson.

Res. 9-15:

A Resolution authorizing the Mayor to enter into an amended Partnership Agreement with the City of Brunswick and the City of Wadsworth for the PY14 Community Housing Impact and Preservation Program Grant, and repealing Ordinance No. 92-14, passed May 27, 2014. Mr. Shields moved for the adoption of Ordinance/Resolution No. 9-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 9-15, seconded by Mr. Simpson. Mr. Mendel stated this is to amend the partnership agreement that the City of Medina has with the City of Brunswick and the City of Wadsworth and for the City of Medina to take on all the administrative functions as part of the agreement change. The emergency is needed to implement as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of M. Kolesar, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg. The roll was called and Ordinance/Resolution No. 9-15 passed by the yea votes of B. Hilberg, M. Kolesar, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 10-15:

An Ordinance authorizing the Mayor to enter into a Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds. Mr. Shields moved for the adoption of Ordinance/Resolution No. 10-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 10-15, seconded by Mr. Simpson. Mr. Mendel stated they have to have a contract with OHPO as part of the process of administrating those dollars. The emergency is needed in order to process immediately. 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 and P. Rose. The roll was called and Ordinance/Resolution No. 10-15 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg and M. Kolesar.

Ord. 11-15:

An Ordinance amending Section 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the adoption of updated job descriptions for the Parks Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 11-15, seconded by Mr. Simpson. Mr. Wehrley explained the two job description amendments. The city arborist amendment gives an employee 12 months to obtain ISA certified arborist credentials. The full time union labor which is a general job description, the amendment adds specific duties of a Parks employee in this capacity. Both positions are vacant. The roll was called and Ordinance/Resolution No. 11-15 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, P. Rose, and J. Shields.

Ord. 12-15:

An Ordinance authorizing the Mayor to enter into a Building Project Agreement and Lease Agreement with the Friends of the Cemetery, an Ohio Nonprofit Corporation, for the construction and use of the Maintenance Building and the Amos Mears Memorial Building at Spring Grove Cemetery. Mr. Shields moved for the adoption of Ordinance/Resolution No. 12-

15, seconded by Mr. Simpson. Mr. Wehrley explained this agreement summarize the inner working details of the improvement at Spring Grove Cemetery. This includes a 3,840 square foot one story maintenance building and the associated site improvement that include utilities, grading, drainage, parking, driveways and landscaping. This also prepares the building pad for the office facility being donated by the Friends of the Cemetery. The Building Project Agreement outlines how the Friends of the Cemetery and the City of Medina plan to work together jointly to the completion of the project, including costs, details and responsibilities of both parties. The total project estimate is \$860,800.00 the Friends of the Cemetery will contribute \$392,950 towards the project, and the city will be responsible for the remainder \$467,850. The Lease Agreement is part of the Ordinance and will allow the Friends of the Cemetery exclusive use of a 14 x 11 office room, joint use of the lobby, conference room and various corridors. The lease term is 50 years with two 25 year terms. They are donating the \$255,000 office building to the City of Medina upon its completion. The office building will be named the Amos Mears Memorial Building. Jansen thanked the Friends of the Cemetery for their patience and their continued support and contributions. He said it shows their dedication to the Old Town Cemetery and Spring Grove throughout many years. The roll was called and Ordinance/Resolution No. 12-15 passed by the yea votes of J. Coyne, B. Hilberg, P. Rose, J. Shields, and D. Simpson.

Ord. 13-15:

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the construction of the Spring Grove Cemetery Improvement Project which consists of the Maintenance Building, and site work for both the Maintenance Building and the Amos Mears Memorial Building. Mr. Shields moved for the adoption of Ordinance/Resolution No. 13-15, seconded by Mr. Simpson. Mr. Coyne stated this is the authorization of the bidding on the project. The roll was called and Ordinance/Resolution No. 13-15 passed by the yea votes of B. Hilberg, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Ord. 14-15:

An Ordinance authorizing the Mayor to enter into an Agreement with the City of Medina, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the PY14 Community Development Block Grant (CDBG). Mr. Shields moved for the adoption of Ordinance/Resolution No. 14-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 14-15, seconded by Mr. Simpson. This agreement is required as part of implementing and receiving a CDBG allocation grant. Emergency clause is needed due to the lag at the State level and we need to implement this as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg and M. Kolesar. The roll was called and Ordinance/Resolution No. 14-15 passed by the yea votes of M. Kolesar, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

Ord. 15-15:

An Ordinance amending Section 31.02 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the new MCRC Water Safety Aide position and approving the job description. Mr. Shields moved for the adoption of Ordinance/Resolution No. 15-15, seconded by Mr. Simpson. Mr. Wright stated this ordinance pertains to a cost saving measure. This

new position will be an RC-13 with the starting rate of \$9.00 per hour. The roll was called and Ordinance/Resolution No. 15-15 passed by the yeas votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar and P. Rose.

Ord. 16-15:

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014.

(Amendments to 2015 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 16-15, seconded by Mr. Simpson. Mr. Dirham stated the reason they are amending the budget already is these are donations and when the city receives a donation in order to spend that money the money has to be appropriated by Council. The roll was called and Ordinance/Resolution No. 16-15 passed by the yeas votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, P. Rose, and J. Shields.

Ord. 17-15:

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014

(2014 Carryforward) Mr. Shields moved for the adoption of Ordinance/Resolution No. 17-15, seconded by Mr. Simpson. Mr. Dirham explained this is also an amendment to the 2015 budget but it is for a specific reason, we have these carryforward appropriations. Unspent appropriations from the prior year get re-appropriated. The roll was called and Ordinance/Resolution No. 17-15 passed by the yeas votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Council Comments:

Mr. Rose asked residents to not bury the fire hydrants with snow.

Adjournment:

There being no further business before Council, the meeting adjourned at 7:53 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

3233475 PERMIT NUMBER		NEW TYPE	TO GNM GENERAL CONTRACTORS LTD DBA MEDINA CIGAR & TOBACCO 307 E WASHINGTON ST MEDINA OH 44256	
ISSUE DATE 01 30 2015				
FILING DATE D2 D3				
PERMIT CLASSES				
52 TAX DISTRICT	077 C	A74774 RECEIPT NO.	FROM 02/03/2015	

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 02/03/2015 RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/06/2015

IMPORTANT NOTICE
PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. C NEW 3233475
REFER TO THIS NUMBER IN ALL INQUIRIES _____ (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

- (Title)- Clerk of County Commissioner
 Clerk of City Council
 Township Fiscal Officer

(Date)

CLERK OF MEDINA CITY COUNCIL
132 NORTH ELMWOOD AVENUE
MEDINA OHIO 44256

ORDINANCE NO. 18-15

**AN ORDINANCE AMENDING SECTIONS 507 OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO CLEAN INDOOR AIR - RESTRICTIONS FOR
SMOKING IN CITY OWNED VEHICLES.**

WHEREAS: Section 507.01 of the codified ordinances of the City of Medina, Ohio presently reads in part as follows:

507.01 DEFINITIONS

- (r) "Vehicles of public transportation" means trains, buses, trolleys, limousines for hire, taxicabs, courtesy vehicles and similar conveyances as well as their associated terminals.

WHEREAS: Section 507.03 of the codified ordinances of the City of Medina, Ohio presently reads as follows:

507.03 EXEMPTIONS.

- (a) An entire room or hall which is being used for a private social function, provided that the seating arrangements are under the control of the sponsor of the function and not of the proprietor or person in charge of the place;
- (b) A limousine for hire or taxicab;
- (c) Retail tobacco stores;
- (d) Any private room in a health care facility, or any semiprivate room in a health care facility if both occupants have requested in writing to be placed in a room where smoking is permitted;
- (e) Bars;
- (f) An eating establishment that seats fewer than thirty people, provided that a sign stating that a no smoking area is not available is conspicuously posted on all public entrances or in a position clearly visible on entry into the establishment;
- (g) Private residence except those portions of a private residence used as a child care or health care facility.
- (h) Places owned or operated by governmental agencies not under the jurisdiction of the City.
- (i) Hotel and motel rooms needed for smoking guests during conventions while such conventions are in progress;
- (j) A single room in a place within Section 507.02(a)(4) and (a)(9) through (11) provided that:
 - (1) Such room is not normally used by members of the general public for the primary purpose of the establishment;
 - (2) Such room is enclosed by walls on all sides and openings adjacent to no smoking areas are generally kept closed; and
 - (3) Such room occupies less than twenty percent (20%) of the total floor space of the establishment;
- (k) A restroom, where at least two restrooms for use by the same gender are available on the same floor of the building;
- (l) Areas of public lobbies located on the ground floor of multi-tenant establishments where no

seating is made available.

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

SEC. 1: That Section 507.01 of the codified ordinances of the City of Medina, Ohio shall be amended to read in part as follows with the addition of 507.01(s):

507.01 DEFINITIONS

- (t) "Vehicles of public transportation" means trains, buses, trolleys, limousines for hire, taxicabs, courtesy vehicles and similar conveyances as well as their associated terminals.
- (s) "Smoking" means and includes using or operating an e-cigarette or inhaling, exhaling, burning or carrying of any lighted smoking equipment or paraphernalia for tobacco or any other weed or plant.

SEC. 2: That Section 507.03 of the codified ordinances of the City of Medina, Ohio shall be amended to add a new section 507.03 to read as follows:

507.03 RESTRICTIONS FOR SMOKING IN CITY OWNED VEHICLES.

- (a) Smoking is prohibited in all city-owned, leased and/or controlled vehicles.

SEC. 3: That Sections 507.04 through 507.08 be renumbered to read as follows:

- 507.04 EXEMPTIONS**
- 507.05 DESIGNATION OF SMOKING AREAS**
- 507.06 ENFORCEMENT**
- 507.07 EDUCATION**
- 507.08 GOVERNMENTAL AGENCY COOPERATION**
- 507.09 RELATION TO OTHER LAW**

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 19-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED PROVIDING FOR THE CONVEYANCE OF THE PROPERTY LOCATED AT 244 MEDINA STREET, MEDINA CITY LOT NOS. 448 & 449 TO THE MEDINA CITY DEVELOPMENT CORPORATION.

WHEREAS: In May of 2013, the City of Medina took possession of a residential property located at 244 Medina Street due to delinquent taxes and the City had the house torn down utilizing Moving Ohio Forward dollars through the county; and

WHEREAS: The City Council of the City of Medina, Ohio, acting pursuant to the law, deems it advisable to convey the property at 244 Medina Street, Medina City Lot Nos. 448 and 449 to the Medina City Development Corporation, and it is of the opinion that said Medina City Lot Nos. 448 and 449 are not needed for public use.

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

SEC. 1: That the Mayor is hereby authorized to execute a Quitclaim Deed, providing for the property located at 244 Medina Street, Medina City Lot Nos. 448 and 449, Permanent Parcel No. 028-19A-20-040 to be conveyed to the Medina City Development Corporation.

SEC. 2: That a copy of the Quitclaim Deed 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

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

SIGNED: _____
Mayor

QUITCLAIM DEED

Ord. 19-15
Exh. A

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF MEDINA**, an Ohio Municipal Corporation, for good consideration received to its full satisfaction of **MEDINA CITY DEVELOPMENT CORPORATION**, an Ohio Non-Profit Corporation, the Grantee, has **Given, Granted, Remised, Released, and Forever Quitclaimed**, and does by these presents absolutely give, grant, remise, release, and forever quitclaim unto the said Grantee, its successors and assigns, forever, all such right and title as it, the said Grantor, has or ought to have in and to the following described piece or parcel of land:

See "Exhibit A" attached hereto for legal description of parcel.

Tax Mailing Address: 132 North Elmwood Avenue, Medina, Ohio 44256

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee, its successors and assigns, so that neither it, the said Grantor, nor its successors or assigns, nor any other persons claiming title through or under it, shall or will hereafter claim or demand any right to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, I have hereunto set my hand, the _____ day of

_____, 2015, at Medina, Ohio.

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: _____
DENNIS HANWELL, Mayor

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named **City of Medina, by Dennis Hanwell, its Mayor**, who executed the foregoing instrument in my presence and acknowledged the same to be his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____, 2015, at Medina, Ohio.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber, Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
(330) 722-9070

Situated in the City of Medina, County of Medina and State of Ohio, and known as being the middle part of City Lot No. 449 and the West middle part of City Lot No. 448, on the Medina side of said City (formerly Boardman Township), and bounded as follows:

Beginning at the Southeast corner of lands formerly owned by E. H. Frambach and conveyed to the Lazar Group LLC by Document No. 2013OR031071 dated November 20, 2013 of the Medina County Recorder's Records, and the West line of land formerly owned by P.A. Goss and conveyed to Kathy Mae Tucker and Kathy M. Leatherman by O.R. Volume 1293, Page 895 dated September 12, 1997 and being forty eight (48) feet South of the North line of said City Lot No. 448; thence South in a line parallel with the East line of said City Lot No. 448, and in the West line of said Goss a distance of approximately forty four (44) feet; thence West parallel with the South line of Frambach's land to the West line of said City Lot No. 449; thence Northwesterly in said West line and also being the Easterly line of Medina Street to the Southwest corner of said Frambach's land; thence East on said Frambach's South line to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 028-19A-20-040

ORDINANCE NO. 20-15

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$60,000 TO EMERGITECH, INC. FOR THE ANNUAL SUBSCRIPTION FEES AND RELATED EXPENSES FOR THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM FOR THE POLICE DEPARTMENT.

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

SEC. 1: That the expenditure of \$60,000.00 to Emergitech, Inc. for the annual subscription fees and related expenses for the computer aided dispatch and records management system for the Police Department is hereby authorized.

SEC. 2: That the funds to cover this expenditure in the amount of \$60,000.00 are available as follows: \$10,000.00 in Account No. 106-0102-53321 and \$50,000.00 in Account No. 106-0102-52215.

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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 21-15**AN ORDINANCE AMENDING SECTION 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE CLERK OF COUNCIL.**

WHEREAS: Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows:

CITY COUNCIL

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	President of Council	Sec. 31.01
6	Council members	Sec. 31.01
1	Clerk of Council/Certified Clerk of Council	Pay Grade 103
1	Deputy Clerk of Council/Legislative Assistant	Pay Grade 14F

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

SEC. 1: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows:

CITY COUNCIL

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	President of Council	Sec. 31.01
6	Council members	Sec. 31.01
1	Clerk of Council/Certified Clerk of Council	Pay Grade 103/104
1	Deputy Clerk of Council/Legislative Assistant	Pay Grade 14F

SEC. 2: That this adjustment is effective January 1, 2015.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 22-15

**AN ORDINANCE AMENDING ORDINANCE NO. 12-11,
PASSED JANUARY 24, 2011, RELATIVE TO THE SPORTS
ACTIVITY FEES AND SPORTS ASSOCIATION
REQUIREMENTS.**

WHEREAS: Ordinance No. 12-11, passed January 24, 2011, authorized the requirements for a Sports Activity Fee and Indemnity and Insurance coverage by Sports Associations and;

WHEREAS: Modifications were suggested and presented to the Association Board Members on December 10, 2014.

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

SEC. 1: That Ordinance No. 12-11, passed January 24, 2011 shall be amended to read as presented in Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 12-11

AN ORDINANCE REQUIRING A SPORTS ACTIVITY FEE FOR SPORTS ASSOCIATION PARTICIPANTS AND REQUIRING INDEMNITY AND INSURANCE COVERAGE BY SPORTS ASSOCIATIONS EFFECTIVE JANUARY 24, 2011, AND DECLARING AN EMERGENCY.

WHEREAS: Revised Code § 723.01 provides that the legislative authority of a municipal corporation shall have the care, supervision, and control of public grounds within the municipal corporation; and

WHEREAS: It is the purpose of this legislation to promote the public health, safety and general welfare, and to minimize public losses due to excessive exposure to liability and to minimize expenditure of public money for costly maintenance of sports fields which are used by many persons who are not city residents.

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

SEC. 1: Effective January 24, 2011, any person who is a participant in a sports association that utilizes City of Medina property, Montville Township property or other facilities maintained by the City of Medina shall pay to the City of Medina a fee in the amount of \$5.00 per season. Participants involved in multiple sports associations are required to pay a \$5.00 fee per association. All sports associations are responsible for collecting said fee at time of participant registration. All payments shall be made by the sports associations to the City of Medina prior to the City of Medina Parks Director generating a schedule of use for the association in question. The following is required when each association presents payment:

1. A complete roster with name of the team, coaches, and participants; ~~address and date of birth of participants;~~
2. A list of current Board of Directors for said association which includes name, address, email address, telephone number and cell phone number;
3. A requested schedule of use indentifying date, time and location of desired use;
4. A copy of a Certificate of Insurance insuring the association for liability insurance coverage of not less than bodily injury \$500,000.00 each person, \$1,000,000.00 aggregate and property damage \$500,000.00 each occurrence, \$1,000,000.00 aggregate naming the City of Medina as an additional insured; and
5. A signed City of Medina hold harmless and indemnity release and disclaimer signed by each individual adult participant or minor participant's parent or guardian, ~~and signed by the association president on behalf of the association.~~
6. **If advertising on City of Medina property, a License Agreement permitting advertisements and sponsorships on city property must be completed.**

- SEC. 2:** That any sports association accepting an additional participant after initial presentment to the City of Medina shall notify the City of Medina in writing with the additional participant's name, team, and coach address and date of birth and provide the additional \$5.00 payment for that participant.
- SEC. 3:** That all payments to the City of Medina for this fee are non-refundable.
- SEC. 4:** That all communication between the sports associations and the City of Medina shall be handled in a professional and courteous manner.
- SEC. 5:** PENALTY. That any sports association or individual that fails to comply with any term or condition of this ordinance shall be denied a schedule of use and denied use of City of Medina property, ~~Montville Township property~~ or other facilities maintained by the City of Medina and have all payments forfeited to the City of Medina. These penalties shall be effective if the association fails to comply within 5 days from the date of notice of failure to comply.
- SEC. 6:** 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. 7:** 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 sports associations have already began the registration process and need to begin collecting this fee; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 24, 2011 **SIGNED:** Cynthia M. Fuller
 President of Council

ATTEST: Kathy Patton **APPROVED:** January 25, 2011
 Clerk of Council

SIGNED: Dennis Hanwell
 Mayor

Effective date – January 24, 2011

ORDINANCE NO. 23-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PRELIMINARY AGREEMENT WITH SILLING ASSOCIATES, INC. FOR PRELIMINARY ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MUNICIPAL COURTHOUSE PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement with Silling Associates, Inc. from Charleston, West Virginia, for preliminary architectural and engineering services for the Municipal Courthouse Project, City Job #989.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Agreement, in the amount of \$103,500.00 is available in Account No. 169-0716-54412.
- 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 that the architect can begin providing services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

City of Medina, Ohio – Medina Municipal Courthouse
City of Medina Project Number 989
Preliminary Agreement for Architectural and Engineering Services

ORD. 23-15
Exh. A

1

January 20, 2015

Owner:

City of Medina
132 North Elmwood Avenue
Medina, OH 44256

Architect:

Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301

Preliminary Agreement for Architectural and Engineering Services

This contract is a Preliminary Agreement for Architectural and Engineering Services to encompass Programming and Master Planning as defined herein in order to arrive at a final design and construction project scope, construction project delivery method, and to determine the Owner's sustainability goals with potential project LEED certification for the following project. The American Institute of Architects (AIA) provides a family of coordinated agreements for the Owner and Architect and the Owner and Contractor with contract language suitable to varying construction delivery methods and sustainability. At the conclusion of the services rendered under this Preliminary Agreement, the Owner and Architect will enter into the appropriate AIA Owner/ Architect Agreement; it is anticipated that the project will include one of the agreements indicated in section 2.4 Design and Construction Contract Options.

1.0 Background:

The City of Medina Ohio is pursuing the development of a new Medina Municipal Court in response to an increase in caseload filings and the inadequate nature of the current facility located at 135 North Elmwood Avenue, Medina, Ohio. Additionally, the City is interested in developing the Municipal Court within the context of a Master Plan that will consider City owned property to provide a future parking structure for City Hall, the Municipal Court, and general parking within the City center. If space allows the City is interested in developing either stand-alone retail structures either associated with the parking structure, or incorporated retail space within the parking structure.

1.1 Project Site(s): The following sites will considered for project development.

- A. **Municipal Court Additions to City Hall:** The anticipated project scope is between 25,000 and 30,000 gross square feet. The City is interested in developing one of the following addition options to City Hall, located at 132 North Elmwood Avenue (City lot numbers 140, 141 and 142):
1. An addition directly to the south of City Hall and to the west toward Elmwood Street in the area that is currently surface parking. The addition is anticipated to include two levels above grade and

one level below grade. Due to the potential footprint it is anticipated that the addition may partially extend into the area that is now the Masonic Building.

2. An addition directly to the south of City Hall adjacent to the Police Department in the area that is currently surface parking. The addition is anticipated to include two levels above grade and one level below grade. The City is also interested in exploring the potential of the addition extending over the Police Department to minimize the impact of the new footprint into the current surface parking area.

B. Masonic Building Repurposing Renovations and/ or Additions: The City has recently purchased the Masonic Building and related property located directly adjacent to the south of the City Hall at 120 North Elmwood Avenue. The City is interested in exploring the repurposing and the use of either all or part the Masonic Building, or considering other potential use. Should it be determined that demolition of the building is the most appropriate use of the property the Architect will explore the potential for salvaging elements of the building's façade, or other notable components, for reuse in the new court, the parking structure, the retail component, or some other form of memorialization.

C. Parking Structure: The City is interested in exploring the parking structure/ retail space located on the following:

1. The City surface parking lot located directly north of West Liberty Street and directly south of the Masonic Building. The parking structure/retail space may also include part, or all, of the Masonic Building site.
2. The City surface parking and Moose Building located directly south of West Liberty Street and directly east of South Elmwood Avenue.

D. Other Sites: The Owner and Architect recognize that other site options may become necessary or apparent due to reasons not evident at the time of this agreement. Accordingly, this agreement for Architectural and Engineering design services is transferable to sites not indicated. Other locations may be considered (with the terms and scope of optional site consideration) subject to negotiation between Owner and Architect. Nothing in the pursuits or selection of alternative sites not indicated herein is cause for termination of this agreement. The Owner and Architect agree that the final site and construction scope are decisions which arise from reasonable deliberation and consensus developed as a result of the preliminary design process consisting of Programming and Master Planning.

1.2 Preliminary Project Budget:

The City has established a preliminary project budget of between \$7 million and \$8 million. The project budget shall be confirmed or redefined at the conclusion of the Preliminary Agreement. The budget shall be inclusive of the following costs:

- Property Survey
- Geotechnical Subsurface Report
- Project Programming Design Fees
- Architectural Interiors and Engineering Design Fees
- Bid Phase Printing
- Advertisement for Bid
- Permitting
- Construction
- Architectural and Engineering Construction Administration Fees
- Third-Party Construction Phase Testing
- Commissioning
- Contingency

The budget does not include the following costs:

- Hazardous Material Report of the existing Masonic Lodge
- Phase 1 and Phase 2 Environmental Studies
- Demolition Design Bidding and Construction Services of the Masonic Lodge
- Demolition of the Masonic Lodge
- Furniture Fixtures and Equipment Design
- Furniture Fixtures and Equipment Purchase and Set up
- Legal Expenses
- Moving Expenses

2.0 Scope of Design Services:

The Scope of Design Services for this Preliminary Agreement for Architectural and Engineering Services includes the services defined under 2.1 Programming, 2.2 Master Planning, and 2.3 Preliminary Cost Estimate.

Upon the conclusion of the services rendered under this Preliminary Agreement, and upon entering into the AIA Owner/Architect Agreement, the Scope of Services will be as defined in Article 3 of the selected agreement. The Scope of Architect's Basic Services includes all necessary civil, structural, architectural,

security, HVAC, fire protection, plumbing, electrical power, lighting, fire alarm and communications design to achieve permitting.

2.1 Programming:

A. **General:** The Programming Phase will involve the completion of a comprehensive project definition and will be compiled in a written *Statement of Programmatic Requirements* that will include but is not limited to the information indicated in section 2.1. Subject to the Owner's agreement, the following Programming Phase activities will be performed as a methodology for data collection.

B. Existing Conditions Documentation:

1. **City Hall:** The Architect will utilize the existing 1977 drawings of the Medina City Hall as a background for development of the project. The Architect will review the as-built condition of the facility in relationship to the existing drawings at a summary level to address facility-wide issues impacted by an addition such as building occupancy, egress, and fire protection. Where the new Work will connect to the existing City Hall, the Architect will document the existing building components at a reasonable level of detail to make appropriate connections to existing wall systems, existing structure, existing MEP systems, etc. where such new systems will be impacted. The Architect will not use destructive analysis to determine hidden and unforeseen conditions and will rely on the information contained in the existing drawings.

Total estimated man hours: 80.

2. **Masonic Building:** The Architect shall conduct an initial review of the existing building to determine the general suitability, either in its entirety as a repurposed court facility; or any part of the existing building that may be deemed salvageable and suitable for a significant court addition. The Architect shall observe in a general way without destructive analysis the current space configuration, building construction type, egress systems, the exterior envelope, architectural systems, structural system, HVAC system, fire protection systems, electrical and lighting systems, and data systems. Based on the initial review, the Architect will render an initial opinion of the building's usefulness and the potential repurpose project cost, or the Architect may suggest an alternative use. Should the Architect recommend potential repurposing additional study may be required as indicated in the following paragraph 2.1.B.3. **Total estimated man hours: 40.**

3. **Masonic Building Document Existing Conditions:** If requested by the Owner based on the recommendation of the Architect, the Architect will further document the building. The Design Team will field measure and draw the existing schematic level floor plans, schematic level building elevations, and schematic level building sections. The drawings will serve as a background to further determine the suitability and flexibility of the existing building to be renovated and repurposed, all or in part, as a new City of Medina Municipal Court. The

Architect will conduct further visual and non-destructive review of the existing architectural, conveying, structural , HVAC, plumbing, fire protection, electrical, lighting and data systems and prepare a written summary assessment of the suitability of the systems for use. The Architect will not use any destructive analysis to determine hidden and unforeseen conditions. The assessment does not include an inspection for hazardous materials. Total estimated man hours: 200. *Optional

- C. **Council Kick-Off Meeting:** The Architect will conduct a public kick-off meeting with the City Council to allow City Council to express their project goals and objectives, and for the Architect to convey the project approach and discuss the benefits of LEED certification and sustainability. Total estimated man hours: 20.
- D. **Design Committee Workshop:** It is anticipated that the Architect will meet with the Owner's Project Design Committee to review the programming process and establish the overall project criteria. The meeting will include a discussion of building-wide system requirements and preferences that will guide the final design and construction. It is anticipated that the following exercise will be accomplished in a single day-long event. Meeting minutes will be distributed to all parties to document the discussion and decisions made. The final information will be incorporated in the Statement of Programmatic General Project Requirements. Total estimated man hours: 40.
1. **General Programming Overview:**
 - Programming process and procedures
 - Stakeholder identification
 - Project site development options
 - Project budget funding and schedule
 - Project construction general conditions
 - Project delivery method options/pros and cons
 - LEED or sustainability requirements and or opportunities
 2. **Building Macro Level Programming and Goals:**
 - Site parking requirements including staff, public, and law enforcement including wet, pre-action and dry
 - Building enclosed secure vehicle sallyport requirements and/or preferences
 - Exterior expression and building envelope requirements and/or preferences
 - Roofing system requirements and/or preferences
 - Exterior window and glazing requirements and/or preferences
 - Interior space standards including private office, semi-private office, and open staff office preferences.

- Building wide shared space strategies including conference rooms break rooms, and staff toilets.
- Interior finishes, building maintenance performance requirements and/or preferences
 - Building entry and security screening area
 - Public waiting areas and attorney conference rooms
 - Public toilets
 - Jury assembly room
 - Courtrooms
 - Data and audio visual rooms
 - Jury rooms
 - Staff corridors
 - Staff toilets
 - Staff offices
 - Records rooms
 - Mechanical, electrical rooms
 - Detainee central holding
 - Detainee holding cells
- Millwork requirements and/or preferences
- Doors and door hardware performance requirements and/or preferences
- Signage requirements and/or preferences
- Elevator manufacturer requirements and/or preferences
- Security electronics performance requirements and/or preferences including access control and CCTV
- Physical security including holding cell construction doors/toilets/security grade locks requirements and/or preferences
- HVAC performance requirements/system sophistication and preferences
- Lighting and power performance requirements and/or preferences including emergency or stand-by-electrical power.
- Plumbing systems performance requirements and/or preferences
- Fire protection including wet, pre-action, and dry system performance requirements and/or preferences

E. Departmental Interviews:

It is anticipated that the design team would meet with the following officials and related staff to establish an understanding of operations, and to determine and document the area and functional requirements of each of the primary programmatic elements. The final information will be incorporated in the *Statement of Programmatic Detailed Project Requirements*. It is anticipated that the initial interview duration will be between one and two-and-a-half hours.

Total estimated man hours: 30.

1. Municipal Court Judge, Magistrates, and related staff:

- Public waiting areas
- Attorney conference rooms
- Juried courtroom(s)
- Non-juried courtroom
- Magistrate hearing room(s)
- Jury assembly room and related support areas
- Jury deliberation room(s) and related support areas

- Municipal Court Judge office suite including all related staff offices and support areas.
 - Court Administrator office.
 - 2. Clerk of the Court and related staff:
 - Public service counter and public waiting area
 - Deputy clerk staff office and related support areas
 - Clerk of the Court office
 - Active and archive record storage.
 - 3. Probation and related staff:
 - Probation office suite
 - 4. Prosecuting Attorney and related staff:
 - Prosecuting Attorney office suite
 - 5. Bailiff
 - Bailiff office suite
 - Public screening
 - Secure vehicle sallyport
 - Detainee holding
 - 6. IT Department
 - Data room requirements
 - 7. Public Defender and related staff
 - Public Defender office suite
- F. **Observation "shadowing":**
It is anticipated that the design team will observe the operations of the Municipal Court Judge, Magistrates, Clerk of the Court, Chief Probation Officer, and Bailiffs at various times and under varying conditions to establish an operational familiarity with the Medina Municipal Court. Observation is intended to include normal day-to-day operations of all programmatic components and specific court functions including but not limited to security screening, building security surveillance, detainee management, clerk filings, jury assembly and selection, arraignments, hearings, and trials. **Total estimated man hours: 40.**
- G. **Detailed Project Requirements:** Detailed space requirements will be documented as follows in the *Statement of Programmatic Detailed Project Requirements* according to the interviews and observations indicated above. **Total estimated man hours: 100.**
- Space and department identification
 - Function(s), user(s), and hours of operation
 - Direct and proximity adjacency requirements
 - Optimum space length, width and height
 - Furniture and equipment requirements
 - Document and catalogue existing furniture furnishings and equipment
 - Finish requirements

- Casework and millwork requirements
- Acoustical requirements
- Signage requirements
- Physical and electronic security requirements
- Conveyance requirements
- HVAC requirements
- Plumbing and fire protection requirements
- Data and telecommunications requirements
- Power and lighting requirements

H. Detailed Courtroom Requirements:

In addition to the detail indicated in the paragraph above, programming for each courtroom will include the items indicated below. Preliminary courtroom drawings will be developed based upon the requirements to review courtroom functionality. Once approved, it is recommended that the courtroom mock-up(s) be developed as indicated in item "I". Total estimated man hours: 60.

- Judge's bench orientation and height requirements and preferences
- Stations of the court requirements including witness, clerk, reporter, etc.
- Litigation well configuration requirements and preferences
- Jury size where applicable
- Evidence presentation and remote testimony technology requirements
- Digital court reporting technology requirements
- Assisted listening technology

- I. Courtroom Mock-ups:** According to the programming information developed in item H, a to-scale, site-line model of the typical juried courtroom is recommended as a component of programming to validate the design concepts desired by the Owner and conveyed by the Architect in preliminary courtroom drawings. The mock-up is typically constructed of economical rough framing lumber plywood, cardboard or other inexpensive materials to explore the heights and relationship of the judge's bench, witness stand, clerk, reporter, jury box, and counsel tables. It is typically constructed by the Owner prior to the actual building design with coordination by the Architect. If requested by the City, the Architect will provide detailed sketches of the mock-up to the Owner. Total estimated man hours 30. *Optional

J. Site Visits:

It is anticipated that a minimum of two case study visits to existing courthouses within reasonable proximity to Medina will be accomplished during the programming phase. Total estimated man hours: 20. *Optional

- K. Programming Review, Prioritization, and Modification:** The 95% complete *Statement of Programmatic Requirements* programming document will be presented to the Owner's Project Design Committee in a review session. The final document will be edited upon the comments provided by the Committee. Total estimated man hours 10 hours.

2.2 Master Planning: The Architect will compile the information from the *Statement of Programmatic Requirements* and data will be developed into a final Master Plan that reflects the location and scope of new building construction, public parking structure with future retail space, staff and law enforcement parking.

- A. Master Plan:** The Architect will develop a preliminary Master Plan of each option indicated that shall show City Hall, the Municipal Court options indicated below and as expressed in a Court Stacking Model, proposed future parking structure(s), surface parking, with access and circulation analysis, and a project budget. In the development of the Master Plan, the Architect shall acknowledge and implement the goals and strategies as outlined in the City's 2014 Strategic Redevelopment Plan for Downtown Medina. Total estimated man hours: 230 hours.

The following options are anticipated:

1. Direct Addition(s) to City Hall - a minimum of three studies is anticipated including an addition to building at the west edge of the property, an addition to building at the east of edge of the property, and an addition above the Police Department section of the City Hall.
2. Masonic Building - a minimum of two studies is anticipated.
3. Each building option is anticipated to include a minimum of two parking facility options that include retail space incorporated. Each Master Plan option shall show the proposed structures.

- B. Court Stacking Models:** Each model will be developed to scale and overlaid on the three-dimensional site Master Plan to inform and assist in the determination of the appropriate site development choice for the City. Each model will illustrate the information indicated as follows:

1. The relationship of each department to the whole, and the operation of the primary interior circulation paths and related court zoning.
 2. The primary circulation system link to the existing building circulation system.
 3. The primary circulation system link to vehicular and pedestrian site circulation systems including, public, staff and law enforcement vehicle access.
 4. The building relationship to the existing City Hall, the property lines, and related buildings.
 5. The location of existing or proposed site utilities.
 6. A brief written narrative indicating potential construction phasing concepts and defining the positive and negative aspects of each option.
 7. Preliminary cost models.
- C. **Site Survey:** The Master Plan will be developed based on a third-party comprehensive to – scale electronic format (CAD) site survey that indicates the following:
1. Existing exterior face of existing properties
 2. Building spot elevations at all building entrances.
 3. Above ground and below ground site utilities including inverts and rim spot elevations of manholes and storm drains.
 4. Parking lots, vehicle drive aisles, sidewalks and curbs
 5. Topography at 2' foot intervals

2.3 Opinion of Estimated Probable Project Cost

The Architect will develop project cost inclusive of the items identified in the Preliminary Project Budget section 1.2 of this agreement. The Architect will prepare a summary level Opinion of Probable Estimated Project Cost utilizing reasonable anticipated cost-per-square-foot and other general costs that are consistent with the level of information and concepts that can be reasonably assumed as a result of Programming and Test Fit Studies. Should the City of Medina select a Construction Manager (CM) during the Architects performance of service during the Preliminary Agreement for Architectural and Engineering Services, and the CM's scope of preconstruction services include Programming Phase cost estimating, then the Architect will collaborate with the CM in the development of the project estimate.

2.4 Design and Construction Contract Options

At the conclusion of the services rendered under this Preliminary Agreement, the Owner and Architect will enter into the appropriate American Institute of Architects Owner/ Architect Agreement; it is anticipated that the project will include one of the agreements indicated in this section.

Single Prime Construction Contract held by a General Contractor and competitively bid (Traditional Design/Bid and Build):

Contractor Agreement: A101–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. The AIA Document A101™–2007 is a standard form of agreement between owner and contractor for use where the basis of payment is a stipulated sum (fixed price). The A101 adopts by reference, and is designed for use with, AIA Document A201™–2007, General Conditions of the Contract for Construction. Note when the project is intended to be LEED certified the SP version of the document is utilized.

Architect Agreement: B101–2007, Standard Form of Agreement Between Owner and Architect AIA Document B101™–2007 is a one-part standard form of agreement between owner and architect for building design and construction contract administration. Note when the project is intended to be LEED certified the SP version of the document is utilized.

Construction Manager at Risk with a GMP

Contractor Agreement: A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. AIA Document A133™–2009 is intended for use on projects where a construction manager, in addition to serving as adviser to the owner, assumes financial responsibility for construction of the project. The construction manager provides the owner with a guaranteed maximum price proposal, which the owner may accept, reject, or negotiate. Upon the owner's acceptance of the proposal by execution of an amendment, the construction manager becomes contractually bound to provide labor and materials for the project and to complete construction at or below the guaranteed maximum price. The document divides the construction manager's services into two phases: the preconstruction phase and the construction phase, portions of which may proceed concurrently in order to fast track the process. AIA Document A133–2009 is coordinated for use with AIA Documents A201-2007, General Conditions of the Contract for Construction. Note when the project is intended to be LEED certified the SP version of the document is utilized.

Architect Agreement – non LEED Certified: B133–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition AIA Document B133™–2014 is a

standard form of agreement between Owner and Architect intended for use on projects where an Owner employs a Construction Manager to act as an adviser during the preconstruction phase. At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager prepares a Guaranteed Maximum Price proposal or Control Estimate, as applicable, for the Owner's review and acceptance. Thereafter, the Construction Manager constructs the Project on a Cost of the Work plus a Fee basis, either with or without a Guaranteed Maximum Price, and the Architect provides Contract administration services during the construction phase.

Architect Agreement - LEED Certified: B103™-2007 SP, Standard Form of Agreement Between Owner and Architect for a Large or Complex Sustainable Project AIA Document B103™-2007 SP is a standard form of agreement between Owner and Architect intended for use on large or complex sustainable projects.

3.0 Anticipated Architect's Basic Scope of Design Services

Design: Schematic Design, Design Development, Construction Documents: The Scope of Architect's Basic Services includes all necessary civil, structural, architectural, security, HVAC, fire protection, plumbing, electrical power, lighting, fire alarm and communications design to achieve permitting. The Schematic Design, Design Development, and Construction Documents design scope shall be as defined by Article 3 of the applicable version of the American Institute of Architects AIA Owner/Architect Agreement.

Bidding and Construction Administration Service: The Scope of Architect's Basic Services For Bidding and Construction Administration shall be as defined by Article 3 of the applicable version of the American Institute of Architects AIA Owner/Architect Agreement.

4.0 Additional Services

Furniture Furnishings and Equipment Services: The Scope of the Architects Basic Services for Furniture furnishings and Equipment shall be as defined by AIA Document™ B253-2007 Standard Form of Agreement Between Owner and Architect for Furniture, Furnishings and Equipment Design Services.

5.0 Compensation

5.1 Preliminary Agreement for Architectural and Engineering Services

- Item 2.1.B.1 – Documenting existing conditions of: Estimated 80 Hours
- Item 2.1.B.2 – Review conditions of Municipal Building: Estimated 40 hours
- Item 2.1.B.3 – Documenting conditions Municipal Building: Estimated 200 hours* Optional
- Item 2.1.C – Council Kick-Off Meeting: Estimated 20 Hours
- Item 2.1.D – Programming Design Committee Workshop: Estimated 40 Hours
- Item 2.1.E – Departmental Interviews: Estimated 30 Hours
- Item 2.1.F – Shadowing : Estimated 40 Hours
- Item 2.1.G – Detailed Project Requirements: Estimated 100 Hours
- Item 2.1.H – Detailed Courtroom Project Requirements: Estimated 60 Hours
- Item 2.1.I – Courtroom Mock-Ups: Estimated 30 Hours * Optional
- Item 2.1.J – Site Visits: Estimated 20 Hours* Optional
- Item 2.1.K – Programming Review, Prioritization, and Modification: Estimated 10 Hours
- Item 2.2 – Master Planning: Estimated 230 Hours

5.1.1. Required Programming and Master Planning: Estimated @ 650 hours and \$100,000.

5.1.2 Optional Programming and Master Planning: Estimated @ 250 hours: \$35,000.

5.1.3 Reimbursable Expenses: Printing of the Final Document deliverables: Estimated at \$3,500.

5.2 Architect's Basic Scope of Design Services

- **Schematic Design, Design Development, Construction Documents, and Bidding:** The scope of services shall be as defined in the AIA American Institute of Architects Owner Architect Agreement, Article 3 - Architect's Basic Scope of Design Services: The fee shall be 6.4 % of the value of the construction at the completion of the 65% design complete documents as estimated by the Architect's third-party cost estimator, and inclusive of reasonable design and bid contingencies; or as calculated by the Construction Manager at Risk's 65% project estimate, and inclusive of reasonable design and bid contingencies.
- **Construction Administration:** The scope of services shall be as defined in the AIA American Institute of Architects Owner Architect Agreement, Article 3 - Architect's Basic Scope of Design Services: The fee for full CA services as defined in Article 3, shall be 1.6 % of the value of the construction at the completion of the 65% design complete documents as estimated by the Architect's third-party cost estimator, and inclusive of reasonable design and bid

contingencies; or as calculated by the Construction Manager at Risk's 65% project estimate, and inclusive of reasonable design and bid contingencies. For partial CA services the scope of work will be performed on an hourly basis according to the hourly rates including in this agreement.

- **LEED Certification or Sustainability:** The Owner shall determine if LEED certification will be required during the programming phase. Typically LEED certification can require an additional estimated 300 man hours for design consideration and Certification documentation. Additionally, LEED Certification will require Commissioning.
- **179D Federal Tax Deductions:** The Owner agrees to cede any Section 179D Federal Energy Tax Deductions to the Architect per the requirements of the code for energy efficient design.

5.3 Additional Services:

- **Furniture Furnishings and Equipment:** 10% of the final cost of the furniture furnishings and Equipment contract.

5.4 The Architects Services do not include the following:

- Site Survey(s)
- Geotechnical Subsurface Investigation
- Hazardous Material Reports
- Environmental Studies

6.0 Insurance: The Architect's insurance shall be as follows:

- General Liability: \$1 million
- Automobile Liability: \$1 million
- Professional Liability: \$1 million each claim \$2 million aggregate.

7.0 Exhibits: The following exhibits are included in this agreement:

A. Exhibit A Standard Hourly Rates

Owner's Signature:

Owner's Printed Name and Title:

Date:

Architect's Signature:

Architect's Printed Name and Title:

Date:

Exhibit A

Standard Hourly Rates for Architect & Consultants

Architectural

Principal.....	\$170/HR
Project Architect.....	\$150/HR
Designer.....	\$120/HR
CAD Technician.....	\$ 90/HR
Administrative.....	\$ 90/HR

Structural Engineering

Principal Engineer.....	\$190/HR
Associate.....	\$170/HR
Senior Project Engineer.....	\$170/HR
Project Engineer 2.....	\$150/HR
Project Engineer 1.....	\$130/HR
Design Engineer.....	\$110/HR
Modeler.....	\$110/HR
Intern.....	\$ 70/HR
Clerical.....	\$ 80/HR

Mechanical, Electrical, Plumbing, & Telecommunication Engineering

Principal II.....	\$160/HR
Principal I.....	\$150/HR
Sr. Associate.....	\$140/HR
Associate.....	\$135/HR
Telecomm Engineer.....	\$135/HR
Telecomm Designer III.....	\$130/HR
Telecomm Designer II.....	\$125/HR
Telecomm Designer I.....	\$115/HR
Engineer III.....	\$130/HR
Engineer II.....	\$120/HR
Engineer I.....	\$110/HR

Engineer Trainee.....	\$ 70/HR
Designer III.....	\$110/HR
Designer II.....	\$105/HR
Designer I.....	\$100/HR
Clerical Manager.....	\$ 85/HR
Production Tech V.....	\$105/HR
Production Tech IV.....	\$100/HR
Production Tech III.....	\$ 95/HR
Production Tech II.....	\$ 85/HR
Production Tech I.....	\$ 75/HR
Office Support II.....	\$ 65/HR
Office Support I.....	\$ 60/HR

Civil Engineering, Landscape Architecture, Planning, Survey, Environmental Services,

Construction Management

Principal.....	\$150 - \$237/HR
Director.....	\$150 - \$237/HR
Senior Group Leader.....	\$125 - \$155/HR
Senior Project Manager.....	\$125 - \$155/HR
Senior Environmental Scientist.....	\$125 - \$155/HR
Senior Project Engineer.....	\$125 - \$155/HR
Senior Landscape Architect.....	\$125 - \$155/HR
Project Manager.....	\$125 - \$155/HR
Construction Manager.....	\$125 - \$155/HR
Funding Administrator.....	\$125 - \$155/HR
Project Engineer.....	\$ 83 - \$114/HR
Project Environmental Technician.....	\$ 83 - \$114/HR
Project Surveyor.....	\$ 83 - \$114/HR
Senior Designer.....	\$ 83 - \$114/HR
Landscape Architect.....	\$ 67 - \$ 98/HR
Operations Superintendent.....	\$ 67 - \$ 98/HR
Resident Representative.....	\$ 67 - \$ 98/HR
Construction Inspector.....	\$ 67 - \$ 98/HR
Senior Survey Crew Chief.....	\$ 67 - \$ 98/HR
Land Planner.....	\$ 57 - \$ 93/HR
CADD Designer.....	\$ 57 - \$ 93/HR
Project Technician.....	\$ 57 - \$ 93/HR

Survey Crew Chief.....\$ 57 - \$ 93/HR
Administrative Assistant.....\$ 60 - \$ 70/HR
Survey Crew.....\$145 - \$160/HR

ORDINANCE NO. 24-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK (OHWARN), AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Mutual Aid Agreement with the Ohio Water / Wastewater Agency Response Network (OHWARN), as recommended by the Medina County Emergency Management Agency.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin to benefit from shared resources within the county; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK

MUTUAL AID AGREEMENT

RECITALS

WHEREAS, certain Ohio water and wastewater agencies (the "Members") have formed the "Ohio Water/Wastewater Agency Response Network," (Ohio WARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Members have agreed to enter into this "Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement," ("Agreement"), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing this Agreement, the Parties express their intent to participate in a program for Mutual Aid and Assistance within the State of Ohio.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Ohio WARN, as agreed upon, and authorized by, their respective legislative authorities, mutually agree as follows:

ARTICLE I. PURPOSE

Recognizing that emergencies may overwhelm Ohio WARN Members to provide services to their customers which may require them to seek assistance in the form of personnel, equipment and supplies from outside the area of impact, the signatory utilities to this Agreement hereby establish within the State of Ohio an Intrastate Program for Mutual Aid and Assistance. Through the Ohio WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies as described in this Agreement.

ARTICLE II. DEFINITIONS

- A. **Agreement** – The Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement.
- B. **Authorized Official** – An employee of a Member who is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.
- C. **Emergency** – A natural or man-made event that is, or is likely to be, beyond the control of the available services, personnel, equipment and facilities of a Mutual Aid and Assistance Program Member.
- D. **Member** – Any public or private water or wastewater utility or its principals that executes this Agreement.

- E. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.
- F. **Period of Assistance** – A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment or supplies depart from a Responding Member's facility and ends when the resources are returned to the Responding Member's facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- G. **Requesting Member** – A Member who requests assistance in accordance with the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- H. **Responding Member** – A Member that responds to a request for assistance under the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- I. **Statewide Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the Mutual Aid and Assistance Program (e.g., public health, emergency management, rural water, water utility organizations) that shall administer the WARN Program for the state.
- J. **Work or Work-Related Period** – Any period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually-agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through a Statewide Committee. The purpose of a Statewide Committee is to provide coordination of the Mutual Aid and Assistance Program before, during and after an emergency. The Statewide Committee, under the leadership of an elected Chair, shall meet at least annually to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV. PROCEDURES

In coordination with the emergency management and public health systems of Ohio, the Statewide Committee shall develop operational and planning procedures for the OH WARN Program. These procedures shall be reviewed at least annually and updated as needed. The Members recognize that the Statewide Committee, set forth in Article III, above, shall develop an OH WARN Program Manual and/or an OH WARN Handbook to set forth general procedures and standards that shall be followed by each Member.

It is the responsibility of each Member to develop its own operational and planning procedures that identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

- A. **Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are provided in the required procedures (Article IV).

- B. **Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

- C. **Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

- A. **National Incident Management System (NIMS)** – When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

- B. **Control** – Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.
- C. **Food & Shelter** – The Requesting Member shall supply reasonable food and shelter for the Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Ohio for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.
- D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.
- E. **Status** – Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. **Licenses & Permits** – To the extent permitted by law, Responding Member personnel who hold licenses, certificates or permits issued by the State of Ohio evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

- G. **Right to Withdraw** – The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in writing in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits and indirect costs. Fringe benefit calculations shall be based on Federal Emergency Management Agency's (FEMA) defined fringe benefits. If a Responding Member intends to calculate fringe benefits differently than those established by FEMA, the Responding Member must provide such calculations in writing to the Requesting Member's Authorized Official prior to deploying personnel.
- B. **Equipment** – The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Assistance that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for repair or replacement of the damaged equipment. Damage must be reasonably attributable to the specific response and taking into consideration normal wear and tear.

- C. **Materials & Supplies** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Incidental Costs** – Other reasonably related incidental costs that are accrued by the Responding Member during the specified period of assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.
- E. **Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date.
- F. **Disputed Billings** – Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTES

All disputes between two or more Members arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to arbitration before a panel of three persons chosen from the Members of this Agreement, excluding those Members that are parties to the dispute. The Parties to the dispute shall determine whether the arbitration is binding or non-binding.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX INSURANCE

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing in this Agreement shall act, or be construed, as a waiver of any statutory or common-law immunity or other exemption or limitation on liability that a Member may enjoy.

ARTICLE X INDEMNITY AND IMMUNITY

IDEMNITY

Neither Party will indemnify or hold harmless the other for any damages awarded in any civil action arising from any action or omission of either Party's officers, employees, agents, contractors, subcontractors or volunteers acting under this Agreement. Neither Party shall act or be deemed to be acting as agent for the other.

IMMUNITY

Nothing in this Agreement is intended to, and shall not, be construed to constitute a waiver of either Party's defenses, including immunity. Officers, employees, and volunteers of a Responding Member performing services at any place for a Requesting Member in good faith carrying out, complying with, or attempting to comply with this Agreement shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties in the jurisdiction in which they are normally officers or employed or rendering services. Such persons shall not be liable for any injury to, or death of, persons or damage to property as the result of performing services under this Agreement during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent and subsequently to the same except in cases of willful misconduct. As used in this section, "emergency management volunteer" means only an individual who is authorized to assist any agency performing emergency management during a hazard.

ARTICLE XI WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XII NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suite or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII EFFECTIVE DATE

This Agreement shall be effective after the Member's governing authority executes the Agreement and the Statewide Committee receives the Agreement. The Statewide Committee shall maintain a master list of all Members in the state.

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

This Agreement shall continue in force and remain binding on each and every Member until December 31st of the year in which the Member executes the Agreement. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent one-year term unless and until such time a Member withdraws from participation in this Agreement.

ARTICLE XIV WITHDRAWAL

A Member may withdraw from this Agreement at any time and for any reason by providing written notice of its intent to withdraw to the Statewide Committee Chair.

ARTICLE XV MODIFICATION

This Agreement may be modified in writing to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and the Ohio WARN. No provision of this Agreement may be modified, altered, or rescinded by individual Members to the Agreement. The Statewide Committee must approve in writing all modification requests.

ARTICLE XVI INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Ohio Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

ARTICLE XVII RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Ohio, is classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems, or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Ohio. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released.

NOW, THEREFORE, in consideration of the covenants and obligations in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a party to this Agreement and Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement this _____ day of _____, _____.

Water/Wastewater Utility: _____
(Name, address, city)

Authorizing Ordinance/Resolution Number: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION NO. 25-15

A RESOLUTION HONORING WILLIAM G. BATCHELDER III FOR HIS REMARKABLE RECORD OF PUBLIC SERVICE TO OUR COMMUNITY.

WHEREAS: On behalf of the citizens of the City of Medina, the Mayor and City Council are pleased to offer this Resolution honoring the life and legacy of *William G. Batchelder III* for his remarkable record of public service to our community; and

WHEREAS: *William G. Batchelder III* departed the Ohio legislature in December 2014 with the second-longest tenure in the Ohio House of Representatives, with 38 years of service; and

WHEREAS: *William G. Batchelder III* attained the rank of Speaker of the House in 2011 and honorably served the citizens of the City of Medina and the State of Ohio with diligence and dedication; and

WHEREAS: On March 5, 2015, the members and guests of the Medina County Economic Development Corporation will honor *William G. Batchelder III* during its Annual Meeting for his accomplishments and contributions to Medina County, Ohio.

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

SEC. 1: That the City of Medina does hereby offer this Resolution to *William G. Batchelder III* in appreciation for his service to our community.

SEC. 2: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 26-15

**AN ORDINANCE AMENDING ORDINANCE NO. 200-14,
PASSED DECEMBER 8, 2014. (Amendments to 2015 Budget)**

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

SEC. 1: That Ordinance No. 200-14, passed December 8, 2014, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
307-0110-54413 (Fire Cap-Equipment)	625,000.00

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