

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

April 27, 2015  
Medina City Hall  
7:30 p.m.

**Call to Order.**

(Pledge - 4<sup>th</sup> Grade Webelos from Cub Scout Pack 3527 – Waite Elementary)

**Roll Call.**

**Reading of minutes.** (April 13, 2015)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Liquor Permit:**

Not to object to the transfer of a C-1 and C-2 permit from ANABY, LLC, dba Medina Marathon to WJF Investment Corporation, dba Medina Marathon, 429 S. Court Street.

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

Ord. 46-15

An Ordinance amending Section 133.01 of the codified ordinances of the City of Medina, Ohio relative to Association Memberships.

Ord. 47-15

An Ordinance authorizing the expenditure of \$15,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) for animal related services for the years 2014 and 2015.

Ord. 48-15

An Ordinance repealing Ordinance No. 76-07, passed May 14, 2007, and Sections 505.16, 505.17, and 505.18 of Chapter 505 of the codified ordinances of the City of Medina, Ohio relative to Vicious or Dangerous Dogs.

(emergency clause requested)

Ord. 49-15

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina for the period of January 1, 2015 through December 31, 2015.

Res. 50-15

A Resolution of the Council of the City of Medina, Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.  
(emergency clause requested)

Ord. 51-15

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2015 Concrete Street Repair Program.

Ord. 52-15

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2015 Concrete Pavement and Joint Sealing Program.

Ord. 53-15

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Soil and Water Conservation District to provide certain public education and outreach requirements on behalf of the City of Medina for the City's NPDES Permit.

Ord. 54-15

An Ordinance authorizing the Mayor to execute a Subsidy Stipulation Agreement between the Public Utilities Commission of Ohio, the Wheeling and Lake Erie Railway Company and the Ohio Rail Development Commission, relative to the installation of gates and flashers at the West Smith railroad Crossing.

Ord. 55-15

An Ordinance authorizing the Mayor to enter into Amendment No. 5 to the Agreement with Delta Airport Consultants, Inc. to rehabilitate the Transient Apron at the Medina Municipal Airport.

Ord. 56-15

An Ordinance authorizing the Mayor to enter into a Wellness Services Agreement between the Medina Community Recreation Center and Medina Hospital, A Cleveland Clinic Hospital, for a Wellness Partnership.

Ord. 57-15

An Ordinance authorizing the Mayor to enter into an Agreement with the State of Ohio, Department of Natural Resources (ODNR) for funding for handicapped parking spaces at the Medina Community Recreation Center.

Ord. 58-15

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

Medina City Council  
April 27, 2015

Ord. 59-15

An Ordinance authorizing the Mayor to enter into an Agreement with USI Midwest, LLC for the City's Property, Casualty, and General Liability Insurance for the period of April 1, 2015 through March 31, 2016.

(emergency clause requested)

**Council comments.**

**Adjournment.**

**Opening:**

Medina City Council met in regular, open session on Monday, April 13th, 2015. The meeting was called to order at 7:30 p.m. by President of Council John Coyne who led the Pledge of Allegiance.

**Roll Call:**

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

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

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on March 23rd, 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 yeas of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Reports of Standing Committees:**

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

Health, Safety & Sanitation Committee: Mr. Rose stated they met with the SPCA on March 31<sup>st</sup> and we proposed and accepted a \$7,500 a year for 2014 and 2015 and it will be voted on at the next council meeting.

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

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

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

**Requests for Council Action:**

**Finance Committee**

- 15-055-4/13 – Dangerous Dog Ordinance
- 15-056-4/13 – MOU – Medina County Public Transit
- 15-057-4/13 – Amend. Sec. 133.01, Association Memberships – Envirocert
- 15-058-4/13 – Amend. Sec. 133.01, Association Memberships – Bldg. Officials
- 15-059-4/13 – Amend. Sec. 133.01, Association Memberships – Int'l Code Council
- 15-060-4/13 – Professional Services Agreement – Delta Airport Consultants
- 15-061-4/13 – Reagan Park – Baseball Field Renovation
- 15-062-4/13 – Bicentennial Commons Landscape Enhancements
- 15-063-4/13 – Wellness Agreement Amendment w/ Medina Hospital
- 15-064-4/13 – ODNR Contract for funding handicapped parking spaces
- 15-065-4/13 – Budget Amendment

Medina City Council  
April 13th, 2015

15-066-4/13 – Amend Sec. 133.01, Association Memberships  
15-067-4/13 – Payment Over \$3,000 – Trident Insurance Services  
15-068-4/13 – Bids, 2015 Concrete Street Repair  
15-069-4/13 – Bids, 2015 Concrete Pavement Joint Sealing  
15-071-4/13 – Agreement w/ Wheeling/ORDC/PUCO – W. Smith Railroad Crossing  
15-073-4/13 – Authorize Bid – Medina County Recyclables  
15-072-4/13 – Amending Salaries and Benefits Code Sec. 31.05 communication operators for the Police Department

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** reported the following:

- 1) Healthy Strides - Outdoor talk then walks in county parks will kicked off on Saturday, April 11, 2015 at 9 a.m. at CL Muskgrave Park, on Windfall just north of Hospice Care Center. Dr. Tulisiak and I will both do a brief talk on the Healthy Medina initiative, then walk through the park. The walks will continue at various county parks with different health professional talks and walks on the second and fourth Saturday of each month from April 11 and concluding Oct. 24. Good exercise, good information, and good way to see the many county parks and the amenities they have to offer. Walks and talks are both done in an hour, 9a to 10a. Park locations will be on healthy Medina Website- [www.healthymedina.com](http://www.healthymedina.com) or Medina County Parks' website- [www.medinacountyparks.com](http://www.medinacountyparks.com)
- 2) National Day of Prayer events – Thursday, May 7<sup>th</sup> at 7 a.m.
- 3) Mayor's Prayer Breakfast at William On the Lake - \$15 tickets at Mayor's office and local churches; Noon prayer service on Square (rain location is United Church of Christ Congregational; 7 p.m. evening service at Medina Community Church, 416 South Broadway St. See further info or purchase tickets online at website [www.ndopmedina.com](http://www.ndopmedina.com)
- 4) May is Older Americans month - Proud of the programs the city has implemented to assist our local seniors remain in their homes including our Senior/Disabled snow plow program; Healthy Medina; Love Medina; and Rebuilding Together.
- 5) Healthy Medina Kickoff was Saturday, January 10, 2015 – There is still time/room to sign up.

**Keith Dirham, Finance Director,** reported all residents are required to file a municipal income tax return by April 15<sup>th</sup>.

**Greg Huber, Law Director,** Had no report.

**Chief Berarducci, Police Chief,** Had no report.

**Kimberly Rice, Economic Development Director,** Had no report.

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

**Mark Crumley, representing the Fire Chief,** reported they just took delivery of their new Fire

Medina City Council  
April 13th, 2015

Extinguisher Training System. This was a \$7,500 piece of equipment purchased through a grant from 3M, many thanks to them. It works off of propane and it is a mobile unit. If any business is interested in having a training done on portable fire extinguishers contact the station.

**Mike Wright, Recreation Center Director** reported that their new Spring/Summer brochure will be available on our website by tomorrow night at [www.medinarec.org](http://www.medinarec.org), it will also be inserted in the Post Newspapers on Saturday, April 18th, and will be available at the facility starting Sunday the 19th.

The "Just Kids Stuff Garage Sale" is this Saturday, April 18th at the Recreation Center. It runs from 9 a.m. – 12 p.m. Admission will be \$5.00 from 9 a.m. – 10 a.m. and only \$1.00 from 10 a.m. – 12 p.m. Parking is in lots D, E, & F and all garage sale patrons must enter thru the back entrance. Lastly, our next scheduled Rec Advisory Board meeting will be this Thursday April 16th, at the Rec. Center at 7:30 a.m.

**Jansen Wehrley, Parks and Recreation Director**, reported that the Medina Lacrosse Bagatway will be next weekend April 25<sup>th</sup> through the 26<sup>th</sup>. This event will take place at several locations throughout the city and the county. This is one of the largest youth Lacrosse Tournaments in the state. The city of Medina will be celebrating Arbor Day on Thursday, April 23<sup>rd</sup> and all third graders in Medina will be receiving a Sugar Maple seedling from the Medina Kwanis Club. Thank you to Foundations World Wide located at 305 Lake Rd. for the donation of 6 baby changing stations for our permanent restroom facilities in the city.

**Dan Gladish, Building Official**, reported the following: Now that spring is here they are anticipating a very busy construction season. For the homeowners constructing their own projects the Building Dept. is here not only to help with permits and inspections but to help answer building code questions and provide guidance. For example electrical requirements for swimming pools, structural questions for decks, clearances for sheds and so on. We would much rather help answer questions before work is started or during construction than have to tell someone it was installed incorrectly and needs to be changed. Don't hesitate to call Tom or myself at 330-722-9030.

**Patrick Patton, City Engineer**, reports the Lake Rd. project starting this morning they implemented one way south bound only traffic. That is Lake Rd. between Smith Rd. and Lafayette. The detour has been set up and will last the duration of the project for a couple of months. Bidding for the Spring Grove Cemetery Projects are open.

**Nino Piccoli, Service Director**, reported the Service Department is working on restoring areas where water breaks occurred throughout the winter including the tree lawns and areas where our snowplows affected. We are investigating storm sewer and pavement failures throughout the city as a result of winter.

**Notices, Communications and Petitions:**

There were none.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Erica Graffain from the Auditor's Office reported there is a new Tax Facts Brochure available and she placed some extras on the back table.

Medina's 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> graders can enter into the Auditors Memorial Day Essay Contest. Go to our website for more information.

18<sup>th</sup> annual Pet Adopt-A-Thon is Saturday, May 2nd from 10 a.m. – 2 p.m. at the Community Center at the Fair Grounds.

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

**Res. 39-15:**

**A Resolution of the Council of the City of Medina, Medina County, and state of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 39-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 39-15, seconded by Mr. Simpson. Mr. Dirham stated this is for communications equipment for the Fire Department and the emergency clause is needed because it has been purchased and we need to pay the vendor. The roll was called on adding the emergency clause and was approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 39-15 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 40-15:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the roof replacement at Fire Station #1.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 40-15, seconded by Mr. Simpson. Mr. Coyne stated the roof structure at Fire Station #1 is beginning to fail and has caused some damage to the metal walls that support the roof structure and is in need of replacement. Section replacements are not an option and the entire roof needs replaced. The roll was called and Ordinance/Resolution No. 40-15 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Ord. 41-15:**

**An Ordinance authorizing the Job Creation Grant Agreement for Allfastners USA LLC.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 41-15, seconded by Mr. Simpson. Ms. Rice stated Allfastners is moving from Brook Park to a location in Medina, Ohio and moving 14 new full time positions to this city and then adding another 11 within a three year period for a total of 25 new full time jobs. Should this move forward it will be a 2.3 million investment and add a 1.5 million in payroll. The roll was called and Ordinance/Resolution No. 41-15 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Res. 42-15:**

**A Resolution authorizing the Mayor to file an application for grant funding from the Ohio Department of Natural Resources, Nature Works Grant.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 42-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 42-15, seconded by Mr. Simpson. Mr. Wehrley stated this grant program provides up to 75% reimbursement or assistance for local government subdivisions for acquisition development and rehabilitation of recreational areas. The Parks Dept. would like to utilize this to help offset the cost associated with providing a poured in place rubberized surface at Sam Masi Park greatly improving the accessibility for anyone with special needs. Emergency is needed due to grant application deadlines. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb and P. Rose. The roll was called and Ordinance/Resolution No. 42-15 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 43-15:**

**An Ordinance approving the Seventh Amendment to the City of Medina – Montville Township Joint Economic Development District and Annexation Contract.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 43-15, seconded by Mr. Simpson. Mr. Coyne explained this has a modification to section 10.45 of the JEDD agreement on the allocation of the maintenance fund monies from not less than 1% per year or no more than 20% per year of the amount of the income tax collected in the JEDD district. This is used for grants of the individual participants who join the JEDD to help offset the cost associated with some hard costs of landscaping, sidewalks and such. The amount awarded is based on the amount of income tax that will be generated by that participant both on a net profit tax and an income tax of the employees within the JEDD. The roll was called and Ordinance/Resolution No. 43-15 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 44-15:**

**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. 44-15, seconded by Mr. Simpson. Mr. Dirham stated this was a contribution made as we discussed at the finance meeting earlier. We need to appropriate it in order to continue this project. The roll was called and Ordinance/Resolution No. 44-15 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**To be added to the agenda:**

**Mr. Shields moved to add Ord: 45-15 to the agenda, seconded by Mr. Simpson.** The roll was called and the motion passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 45-15:**

**An Ordinance authorizing the Service Director on behalf of the City of Medina Ohio to**

**jointly bid with the City of Wadsworth Ohio on a Medina County solid waste management district front load bid for Medina County recyclables.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 45-15, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 45-15, seconded by Mr. Simpson. Mr. Piccoli stated he appreciates this ordinance being added to the agenda. The emergency clause is needed due to a bid was let from the Medina County Solid Waste District. With respect to the recycling drop off services the bid was let on April 10<sup>th</sup> and we were not aware of it until it was in the paper and due date is April 27<sup>th</sup>. There are approximately 53 locations countywide and the estimate is about 70 front load bins to be placed with respect to these locations. We run front loaders routes six days a week in Medina City so we are contemplating joining the City of Wadsworth in a joint bid for the service. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 45-15 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Council Comments:**

Mr. Kolesar stated the City will be holding an Earth Day Event, Earth Day is April 22 but the event will be held on Saturday, April 25<sup>th</sup> from 9 a.m. to 12 p.m. at Sam Masi Parking lot at 812 Gates Mills Blvd., focusing on Sam Masi Park stream cleanup. For more information go to the city website or call my home at 330-725-6993 or email to [Mkolesar@medinaoh.org](mailto:Mkolesar@medinaoh.org)

Tuesday, May 5<sup>th</sup> at 7 p.m. a combined Ward 3 & Ward 4 will be held at Heritage Elementary School located at 833 Guilford Blvd.

Mr. Lamb stated the Community Design Committee will meet Wednesday, April 15<sup>th</sup> at 7 p.m. at the Medina County Historical Society particularly with residents who live on West Friendship and N. Elmwood to discuss forming an area neighborhood association and is part of a follow up to the neighborhood initiative that we engaged in last year.

Mr. Lamb and Rev. Carter will be holding an area resident meeting on Thursday, April 16<sup>th</sup> at the Second Baptist Church at 7 p.m.

Mr. Coyne announced the First budget meeting of the year on Tuesday, April 14, 2015 at 5:30 p.m.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 7:57 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

**ORDINANCE NO. 46-15**

**AN ORDINANCE AMENDING SECTION 133.01 OF THE  
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO  
RELATIVE TO ASSOCIATION MEMBERSHIPS.**

**WHEREAS:** Section 133.01 of the codified ordinances of the City of Medina, Ohio presently reads in part as follows:

City	The Ohio Municipal League Medina County Economic Development Corporation National League of Cities Medina County Municipal Association Ohio Conference of Community Development, Inc. Wadsworth Chamber of Commerce Institute for Sustainable Infrastructure Community University Purchasing Association (CUE) MEC (Metropolitan Educational Council) Health & Wellness Alliance Greater Medina Chamber of Commerce
Director of Finance	North Central Ohio Municipal Finance Officers' Assoc. Ohio Chapter, Municipal Treasurers Assoc. of the United States and Canada Municipal Finance Officers' Assoc. of Ohio Municipal Finance Officers' Assoc. of United States and Canada Ohio Municipal Finance Officers' Assoc. American Institute of Certified Public Accountants Ohio Society of Certified Public Accountants
Clerk of Council/ Deputy Clerk of Council	International Institute of Municipal Clerks Ohio Municipal Clerks' Association Northeast Ohio Municipal Clerks Association
Chief Bldg. Official/Asst. Building Inspector	Ohio Building Officials' Assoc. Five County Building Officials International Council of Shopping Centers
Recreation Director or designee(s)	National Recreation and Parks Assoc. Ohio Parks and Recreation Assoc. National Institute on Parks and Grounds Management National Dance/Exercise Instructors Training Assoc. Aquatic Exercise Assoc. Inc. NAEIR

Cable Television Alliance for Community Media National Office  
Coordinator and/or Zedcor, Inc.  
designee(s)

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

**SEC. 1:** That Section 133.01 of the codified ordinances of the City of Medina, Ohio shall be amended in part as follows relative to Association Memberships:

City	The Ohio Municipal League Medina County Economic Development Corporation National League of Cities Medina County Municipal Association Ohio Conference of Community Development, Inc. Wadsworth Chamber of Commerce Institute for Sustainable Infrastructure Community University Purchasing Association (CUE) MEC (Metropolitan Educational Council) Health & Wellness Alliance Greater Medina Chamber of Commerce <b>Heritage Ohio</b>
Director of Finance and/or designee(s)	North Central Ohio Municipal Finance Officers' Assoc. <del>Ohio Chapter, Municipal Treasurers</del> Assoc. of the United States and Canada Municipal Finance Officers' Assoc. of Ohio Municipal Finance Officers' Assoc. of United States and Canada Ohio Municipal Finance Officers' Assoc. American Institute of Certified Public Accountants Ohio Society of Certified Public Accountants <b>Ohio Association of Public Treasurers</b>
Clerk of Council/ Deputy Clerk of Council	International Institute of Municipal Clerks Ohio Municipal Clerks' Association Northeast Ohio Municipal Clerks Association <b>Tri County Municipal Clerks Association</b>
<b>Chief Building Official/Asst. Building Inspector and/or designee(s)</b>	Ohio Building Officials' Assoc. Five County Building Officials International Council of Shopping Centers <b>Envirocert International, Inc.</b> <b>Building Officials Conference of NE Ohio</b> <b>International Code Council</b>

Recreation Director or designee(s) National Recreation and Parks Assoc.  
Ohio Parks and Recreation Assoc.  
National Institute on Parks and Grounds Management  
National Dance/Exercise Instructors Training Assoc.  
Aquatic Exercise Assoc. Inc.  
NAEIR  
**Medina Senior Services Network**

Cable Television Coordinator and/or designee(s) Alliance for Community Media National Office  
Zedcor, Inc.  
**Alliance for Community Media, Ohio/Kentucky (OK) Chapter**

**City Engineer and/or designee** **Envirocert International, Inc.**

**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. 47-15**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$15,000.00 TO THE MEDINA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCA) FOR ANIMAL RELATED SERVICES FOR THE YEARS 2014 AND 2015.**

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

- SEC. 1:** That the expenditure of \$15,000.00 to the Medina County Society for the Prevention of Cruelty to Animals (SPCA) is hereby authorized for animal related services for the years 2014 and 2015.
- SEC. 2:** That the funds to cover this payment are available in Account No. 001-0707-52215.
- 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. 48-15**

**AN ORDINANCE REPEALING ORDINANCE NO. 76-07, PASSED MAY 14, 2007, AND SECTIONS 505.16, 505.17, AND 505.18 OF CHAPTER 505 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO VICIOUS OR DANGEROUS DOGS, AND DECLARING AN EMERGENCY.**

**WHEREAS:** A review of the codified ordinances by the Assistant Law Director identified several areas of the code dealing with vicious or dangerous dogs being in conflict with Ohio Revised Code Sections 955.22 and 955.222 and are therefore unenforceable in accordance with Ohio Revised Code Section 955.221; and

**WHEREAS:** It is recommended that these sections be repealed.

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

**SEC. 1:** That Sections 505.16, 505.17, and 505.18 of Chapter 505 of the Codified Ordinances of the City of Medina, Ohio relative to Vicious or Dangerous Dogs, be and the same are hereby repealed.

**SEC. 2:** That Ordinance 76-07, passed May 14, 2007, is hereby repealed

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

**SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that these city ordinances are unenforceable in their current form; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

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

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

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

**ORDINANCE NO. 49-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS TO PROVIDE FIXED ROUTE PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF MEDINA FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide fixed route public transportation services within the City of Medina during the operating period of January 1, 2015 through December 31, 2015.
- SEC. 2:** That the City's annual share of this service is \$45,000.00 and will be available as follows: \$11,300.00 in Account No. 125-0404-52215 and \$33,700.00 in Account No. 001-0707-52215.
- SEC. 3:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

MEMORANDUM OF UNDERTANDING

ORD. 49-15  
EXH. A

Medina County Public Transit, acting on behalf if the Medina County Board of Commissioners, hereby agrees to provide fixed route public transportations services, and complementary paratransit services, within the City of Medina during the operating period of January 1, 2015 through December 31, 2015.

Medina County Public Transit will provide said services within the City of Medina to assist residents in meeting employment, shopping, medical, and socialization needs. Said services shall be provided through use of Median County-owned light transit vehicles. Medina County Public Transit shall be responsible for payment of all personnel and operating costs associated with these services.

Hours of operations for these services shall be 6:00 a.m. through 6:00 p.m., Monday through Friday, and 10:00 a.m. through 5:20 p.m. on Saturdays (see attached schedules and route map).

The City of Medina, in recognition of the importance of providing these services to its residents, shall contribute the total amount of \$45,000.00 toward the overall costs of operation of these transit services during the aforementioned period. The Board of County Commissioners shall provide additional operating revenue, up to an amount of **\$250,000**, to enable the facilitate delivery of fixed route and paratransit services by Medina County Public Transit during calendar year 2015.

Either Party may suspend or terminate the Agreement in the event of default, inability or failure to perform on the part of Medina County Public Transit, or when the County and the City agree to terminate the Agreement in whole or in part. In the event of termination, the City will compensate the County for services rendered up to the point of termination.



Adam Friedrich, President  
Medina County Board of Commissioners

Date: March 24, 2015

Dennis Hanwell, Mayor  
City of Medina

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

RESOLUTION NO. 50-15

A RESOLUTION OF THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

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

SEC. 1: That the Finance Director is authorized to draw warrants for the payment of municipal expenses in accordance with ORC 5705.41 (D) (1) to allow payment of the invoice from Trident Insurance Services in the amount of \$4,575.00 for legal services pertaining to the insurance deductible for employment practices liability insurance.

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 Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

SIGNED: \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

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

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

**ORDINANCE NO. 51-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2015 CONCRETE STREET REPAIR PROGRAM.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2015 Concrete Street Repair Program in accordance with specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the contract, in the amount of \$600,000, is available as follows: \$575,000 in Account No. 108-0610-54411, and \$25,000 in Account No. 513-0533-54414.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

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

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

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

**ORDINANCE NO. 52-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2015 CONCRETE PAVEMENT JOINT SEALING PROGRAM.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2015 Concrete Pavement Joint Sealing Program in accordance with specifications on file in the office of the Mayor.

**SEC. 2:** That the estimated cost of the contract, in the amount of \$75,000.00, is available as follows: \$74,300.00 in Account No. 108-0610-54411, \$400.00 in Account No. 108-0610-53311, and \$300.00 in Account No. 108-0610-52214.

**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:** \_\_\_\_\_  
Clerk of Council

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

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

ORDINANCE NO. 53-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY SOIL AND WATER CONSERVATION DISTRICT TO PROVIDE CERTAIN PUBLIC EDUCATION AND OUTREACH REQUIREMENTS ON BEHALF OF THE CITY OF MEDINA FOR THE CITY'S NPDES PERMIT.

WHEREAS: Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five year permit cycle as a "MS-4 Phase II" jurisdiction. Medina City is such a jurisdiction, whose permit began April 1, 2015 and continues through 2019. The City of Medina's Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan; and

WHEREAS: An agreement is required by the permit for performance of items conducted on behalf of the permit holder by an appropriate assisting entity, in this case the Medina County Soil and Water Conservation District to provide certain public education and outreach requirements and public participation and involvement on behalf of the City.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Soil and Water Conservation District to provide certain public education and outreach requirements of the City's NPDES Permit on behalf of the City.

SEC. 2: That a copy of the Memorandum of Understanding 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

# Memorandum of Understanding

between

The City of Medina

and

Medina County Soil and Water Conservation District

ORD. 53-15  
Exh. A

**Background:** Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five year permit cycle as a "MS-4 Phase II" jurisdiction. Medina City is such a jurisdiction, whose permit began April 1, 2015 and continues through 2019. The City of Medina's Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan.

**Purpose:** An agreement is required by the permit for performance items conducted on behalf of the permit holder, the City of Medina, by an appropriate assisting entity, in this case, the Medina County Soil and Water Conservation District.

## The City of Medina Agreement Items :

The City of Medina will review their Phase II Stormwater Management Plan with the District as needed to comply with plan needs and requirements in the Public Involvement and Public Education portions.

The City of Medina will assist the Medina County SWCD with access to local media outlets, community event opportunities, a letter of intent to the Medina City School Superintendent (if needed), "sign our streams" program signs, community groups, public surveys, etc.

## The Medina County SWCD Agreement items :

The Medina County Soil and Water Conservation District agrees to carry out and perform Public Involvement and Public Education requirements as stated in the Phase II Plan for the City of Medina.

The Medina County SWCD will annually provide the City of Medina with all required reporting activities and will provide the City of Medina Phase II manager with the annual themes for Public Involvement and Public Education activities.

The Medina County SWCD will meet with the Medina City Phase II manager upon his request.

The Medina County SWCD will request an annual conservation appropriation from the City of Medina for implementing Public Involvement and Public Education activities in your jurisdiction.

The Medina County SWCD will assist the Medina City Phase II manager on construction and post construction elements as requested.

This memorandum of understanding shall suffice for the duration of the current five year NPDES Permit period.

Either party may terminate this agreement upon 30 day written notice.

The fore mentioned parties agree to the memorandum of understanding

For  
Medina County SWCD

For  
City of Medina

  
\_\_\_\_\_

\_\_\_\_\_

Date 3-17-15

Date \_\_\_\_\_

ORDINANCE NO. 54-15

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUBSIDY STIPULATION AGREEMENT BETWEEN THE PUBLIC UTILITIES COMMISSION OF OHIO, THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE OHIO RAIL DEVELOPMENT COMMISSION, RELATIVE TO THE INSTALLATION OF GATES AND FLASHERS AT THE WEST SMITH RAILROAD CROSSING.

WHEREAS: The PUCO determined that lights and gates are warranted and shall be installed at the West Smith railroad crossing, on West Smith between Commerce Drive and Lake Road; and

WHEREAS: The agreement has three parties, the City of Medina, the Public Utilities Commission of Ohio (PUCO), the Ohio Rail Development Commission (ORDC), and the Wheeling and Lake Erie Railway (Wheeling) with allocation of project costs as follows: Railroad (Wheeling) – 10%, ORDC – 25%, and PUCO – 65%.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Subsidy Stipulation Agreement between the Public Utilities Commission (PUCO), the Wheeling and Lake Erie Railway Company (W&LE), the Ohio Rail Development Commission, and the City of Medina relative to the installation of gates and flashers at the West Smith railroad crossing.

SEC. 2: That a copy of the Subsidy Agreement is marked Exhibit A, attached hereto, and incorporated herein.

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

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

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

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

President of Council

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

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

Clerk of Council

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

Mayor

BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of a Request for the :  
Installation of Active Warning Devices at : Case No. \_\_\_\_\_ - \_\_\_\_\_ -RR-STP  
the Wheeling & Lake Erie Railway :  
Company Grade Crossing, :  
DOT#002-078B, Smith Road in Medina, :  
Ohio.

**SUBSIDY STIPULATION**

THIS SUBSIDY STIPULATION ("Subsidy Stipulation") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among the Public Utilities Commission of Ohio Railroad Staff ("PUCO"), Wheeling & Lake Erie Railway Company ("Railroad"), Ohio Rail Development Commission ("ORDC"), and the City of Medina, Ohio ("LHA").

WITNESSETH:

WHEREAS, Rule 4901-1-30 of the Ohio Administrative Code provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in such proceeding; and

WHEREAS, The Public Utilities Commission of Ohio ("PUCO") has statutory authority to regulate and promote the welfare and safety of railroad employees and the traveling public pursuant to Ohio Revised Code ("ORC") §4905.04; and

WHEREAS, the PUCO is responsible for evaluating public highway railroad grade crossings to determine the need for upgrading the warning devices and apportioning the costs thereof pursuant to ORC§ 4907.471;

WHEREAS, the PUCO is responsible for the administration and implementation of the State Grade Crossing Protection Fund pursuant created under ORC§ 4907.472 to help defray the public's share of costs to install or modernize warning devices at Ohio's highway railroad grade crossings;

WHEREAS, the parties hereto propose to facilitate the upgrade identified in this Subsidy Stipulation in manner approved by the PUCO/ORDC in accordance with the Federal Aid Policy Guide and applicable provisions of Title 23 of the United States Code pursuant to the terms hereof; and

WHEREAS, the parties hereto believe this Subsidy Stipulation to be reasonable and entitled to careful consideration by the PUCO;

WHEREAS, the parties hereby declare it to be in the public interest that they jointly and fully participate in this Subsidy Stipulation to facilitate the upgrade in accordance with plans, specifications, and estimates to be approved by the PUCO Staff and the ORDC.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Article I. PURPOSE**

The Subsidy Stipulation is a joint collaboration by the Railroad, the ORDC, the LHA, and the PUCO Staff to promote the health and safety of the traveling public who are required to travel through this public highway-railroad grade crossing in Medina, Ohio.

**Article II. PROJECT**

A. The project work to be completed shall include the following upgrade ("Project"):

<u>Grade Crossing #</u>	<u>Location</u>	<u>Nature of Upgrade</u>
002-078B	Smith Road City of Medina Medina County	Lights and Gates

B. The Project shall be completed within 12 months from the date of the PUCO order adopting this Subsidy Stipulation. The parties agree to comply with the terms of the Subsidy Stipulation and the PUCO order adopting the Subsidy Stipulation.

**Article III. ALLOCATION OF PROJECT COSTS**

A. The costs of the Project shall be apportioned as between the ORDC, the PUCO and the Railroad, as follows:

<u>Grade Crossing</u>	<u>Railroad</u>	<u>ORDC</u>	<u>PUCO</u>
Smith Road (002-078B)	10% plus maintenance	25%	65%

B. The Railroad shall be responsible for initially paying all of the actual costs to upgrades of the warning devices identified above. However, the PUCO and the ORDC shall be legally bound to reimburse the Railroad for the above-mentioned amounts upon proper application by the Railroad, consistent with the terms of this Subsidy Stipulation and in accordance with all applicable state regulations. In no event shall ORDC be bound to reimburse the Railroad for an amount in excess of \$60,000 of the total Project cost. However, if the Railroad anticipates that the Project costs will be higher than expected, then the Railroad may notify ORDC in writing, prior to incurring any such additional expenses, and provide ORDC with a revised estimate of the total Project costs as well as the revised amount of ORDC's prospective allocated portion for consideration of payment by ORDC.

- C. The LHA shall, within 30 days of the adoption of this Subsidy Stipulation, certify in writing to the PUCO the authority to participate in this Project as described herein. The PUCO shall have no obligation to expend funds hereunder until the LHA have submitted documentation in proper form as described in this section.
- D. The PUCO has agreed to provide funds from the State Grade Crossing Protection Fund, pursuant to ORC§ 4907.472, to cover that portion of the upgrade cost to be borne by the PUCO proposed above. The actual respective dollar amount, which the Railroad, the ORDC, and the PUCO shall bear, will be based upon the actual cost noted in the plans and estimates to be approved by the PUCO Staff/ORDC and incurred by the Railroad for this Project.
- E. All plans, specifications, estimate of cost, acceptance of work, and procedures in general, to facilitate the construction of the safety upgrade described above, shall conform in all respects to federal laws, rules, regulations, orders, and approvals applicable to state aid projects. The Railroad shall render billings to the PUCO Staff and the ORDC in accordance with said rules and regulations, and shall provide and furnish such itemized records of and substantiating data for such cost that may be required.
- F. The LHA shall furnish advance warning signs and pavement markings as specified in the Manual on Uniform Traffic Control Devices and shall assume all costs to maintain such signage and markings in the future at each of the subject grade crossings. The LHA shall arrange for the relocation, rearrangement or alteration of all utilities of any nature, which are located on public right of way, and which will affect by or interfere with the construction of the said Project. Said relocation, rearrangement or alteration will be done at such time as requested by the PUCO Staff and will be performed solely at the expense of the utility and at no cost to this Project or the Railroad.

#### Article IV. BILLING

- A. The Railroad may bill the PUCO and ORDC monthly or periodically for its costs when costs exceed \$1,000.00. The Railroad shall submit three (3) copies of its bill and in accordance with said rules and regulations as they have been issued or as thereafter may be supplemented or revised. A final bill covering the actual costs and showing all details shall be submitted to the PUCO Staff and the ORDC, within ninety (90) days after completion of each project, the PUCO Staff and the ORDC shall pay all bills within sixty (60) days after receipt thereof, except that the PUCO may hold a retainer on all bills not to exceed eight percent (8%) until final payment. The PUCO Staff and the ORDC shall make final payment for all amounts due the Railroad within sixty (60) days after a final audit has been performed and approved by the PUCO Staff and the ORDC. The Railroad agrees to cooperate and assist, as requested, in any such audit. At any time during normal business hours upon three (3) days written notice and as often as the PUCO Staff and the ORDC may deem necessary and in such a manner as not to interfere with the normal business operations, the Railroad shall make available to the PUCO Staff and the ORDC for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Subsidy Stipulation including, but not limited to, records of personnel and conditions of employment and shall permit the PUCO Staff and the ORDC to audit, examine and make excerpts or transcripts from such records. In the event of a controversy as to the eligibility for reimbursement of any charges claimed against the Project, as set in this Subsidy Stipulation, all parties agree to work in good faith with the other parties to resolve the controversy. After attempting to resolve any dispute regarding this Subsidy Stipulation, if the parties are still unable to resolve their dispute, any party shall have the right to seek enforcement of the terms of the Subsidy Stipulation by the PUCO. The decision of the PUCO regarding this dispute is final.
- B. No Project activity reimbursable under this Subsidy Stipulation, including, without limitation, preliminary engineering, shall be commenced until all of the following have occurred: (1) this Subsidy Stipulation shall have been approved and the Railroad directed to submit plans and estimates by the PUCO; (2) all financial obligations of the PUCO and ORDC, as provided for in this Stipulation are subject to the provisions of ORC§ 126.07 of the Ohio Revised Code and shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the PUCO Staff or the ORDC; and, (3) the Railroad has been notified by the PUCO Staff to proceed with construction of the Project work. Work on the improvements shall commence within 30 days of the occurrence of events (1), (2), and (3) described herein. Said work shall be pursued diligently by the Railroad until completed.

## Article V. NOTIFICATION

All notices, consents, demands, requests and other communications which may or are required hereunder by the Railroad shall be in writing and shall be deemed duly given if personally delivered or sent by facsimile and confirmed by telephone or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

RAILROAD:                    Wheeling & Lake Erie Railroad  
                                  Tim Andrews  
                                  Signal & Communication Supervisor  
                                  100 E. First Street  
                                  Brewster, OH 44613  
                                  (330) 767-7255  
                                  [tandrews@wlerwy.com](mailto:tandrews@wlerwy.com)

PUCO:                        Public Utilities Commission of Ohio  
                                  Jill Henry  
                                  Rail Specialist  
                                  Transportation Department, Rail Division  
                                  180 East Broad Street  
                                  Columbus, Ohio 43215-3793  
                                  (614) 466-0435  
                                  (614) 995-5535 (fax)  
                                  [jill.henry@puc.state.oh.us](mailto:jill.henry@puc.state.oh.us)

ORDC:                        Ohio Rail Development Commission  
                                  Cathy Stout  
                                  Safety Section Manager  
                                  1980 West Broad Street  
                                  Mail Stop 3140  
                                  Columbus, Ohio 43223  
                                  (614) 644-0286  
                                  (614) 728-4520 (fax)  
                                  [catherine.stout@dot.state.oh.us](mailto:catherine.stout@dot.state.oh.us)

City:                         City of Medina  
                                  Patrick Patton  
                                  City Engineer  
                                  132 North Elmwood Ave.  
                                  P.O. Box 703  
                                  Medina, Ohio 44258-0703  
                                  330-725-8861  
                                  330-722-9045 (fax)  
                                  [ppatton@medinaoh.org](mailto:ppatton@medinaoh.org)

## **Article VI. TERMINATION**

This Subsidy Stipulation shall terminate at the end of the present biennium, June 30, 2015. If construction covered under this Subsidy Stipulation is not completed by that date, it is the expressed intention of the parties to renew this Subsidy Stipulation on each successive biennium period until such time as all work contemplated under this Subsidy Stipulation has been satisfactorily completed. If it appears to the PUCO/ORDC that the Railroad, or the LHA have failed to perform satisfactorily any requirements of this Subsidy Stipulation, or if the Railroad, or the LHA are in violation of any provision of this Subsidy Stipulation, or upon just cause, the PUCO/ORDC may:

- A. Terminate the Subsidy Stipulation after providing the Railroad or the LHA with written notice, in accordance with the notice provisions of this Subsidy Stipulation, of its failure to perform satisfactorily any requirement of this Subsidy Stipulation (the "Notice"), which shall provide the Railroad, or the LHA with a thirty (30) day period to cure any and all defaults under this Subsidy Stipulation; or
- B. Immediately terminate the Subsidy Stipulation. During the thirty (30) day cure period, the PUCO, the ORDC, the Railroad, or the LHA shall incur only those obligations or expenditures that are necessary to enable the Railroad or the LHA to achieve compliance as, set forth in the Notice. If it is determined that the Railroad or the LHA cannot cure its default, the Railroad shall immediately cease work under this Subsidy Stipulation, take all necessary or appropriate steps to limit disbursements and minimize cost, and the Railroad shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as the PUCO/ORDC shall deem pertinent.

## **Article VII. REPRESENTATIONS AND WARRANTIES**

- A. RAILROAD: The Railroad represents and warrants the following:
  - (1) The Railroad has the power and authority to enter into this Subsidy Stipulation; and
  - (2) The Railroad has the authority to carry out its obligations under this Subsidy Stipulation; and
  - (3) No personnel of the Railroad, any subcontractor of the Railroad, public official, employee or member of the governing body of the particular locality where this Subsidy Stipulation shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Subsidy Stipulation, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal

monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Subsidy Stipulation. Any person, who, prior to or after the execution of this Subsidy Stipulation, acquires any personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the PUCO in writing. Thereafter, such person shall not participate in any action affecting the work contemplated under this Subsidy Stipulation unless the PUCO determines that, in light of the personal monetary interest disclosed his participation in any such action would not be contrary to the public interest.

- B. PUCO/ORDC: PUCO/ORDC represents and warrants that they have the power and authority to enter into this Subsidy Stipulation and to carry out their obligations pursuant to the terms of this Subsidy Stipulation.
- C. LHA represents and warrants that it is authorized to enter into this Stipulation and to carry out its obligations as delineated herein.

#### **Article VIII. RECORD KEEPING**

During performance of this Subsidy Stipulation and for a period of three years after its completion, the Railroad shall maintain auditable records of all work performed under and charges pertaining to this Stipulation and shall make such records available to the PUCO as the PUCO may reasonably require.

#### **Article IX. RIGHTS TO DATA**

The PUCO shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Railroad pursuant to this Stipulation.

#### **Article X. FALSIFICATION OF INFORMATION**

The Railroad and the LHA affirmatively covenant that neither has made any false statements to the PUCO and the ORDC in the process of obtaining this grant of funds. If the Railroad and/or the LHA has/have knowingly made a false statement, the Railroad and the LHA shall be required to return all funds immediately pursuant to ORC§ 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC§ 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC§2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

## **Article XI. EQUAL EMPLOYMENT OPPORTUNITY**

In performing this Subsidy Stipulation, the Railroad shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Railroad shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

## **Article XII. DRUG FREE WORKPLACE**

For any work under this Subsidy Stipulation that is performed on government property, the Railroad shall enforce its policy that its employees, while engaged in such work, shall not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **Article XIII. HOLD HARMLESS PROVISION**

The Railroad covenants and agrees to indemnify and hold the LHA, the ORDC, the PUCO and their agents and employees harmless from and against any loss, claim, cause of action, damages, liability (including, without limitation, strict or absolute liability in tort or by statute imposed), charge, cost or expense (including, without limitation, counsel fees to the extent permitted by law), predicated on personal injury or death, or loss of or damage to property, and arising from any work performed pursuant to this Subsidy Stipulation and caused by the Railroad's negligent, intentional, willful or wanton actions or inactions, or such actions or omissions by any subcontractors that may be hired by the Railroad under this Subsidy Stipulation. In case any action involving any work covered by this Subsidy Stipulation is brought by or against any party or parties, said party or parties shall promptly notify the other party or parties of such action.

## **Article XIV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

The signatory parties agree to comply with all federal, state and local laws, rules, regulations, and auditing standards, which are applicable to their performance under this Stipulation.

**Article XV. BUY OHIO/BUY AMERICAN PROVISIONS; OFFSHORE  
OUTSOURCING PROVISION:**

The Railroad shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Subsidy Stipulation. Further, in the performance of the work contemplated under this Subsidy Stipulation, the Railroad and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. The Railroad affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Subsidy Stipulation. Notwithstanding any other terms of this Subsidy Stipulation, the PUCO and the ORDC reserve the right to recover any funds paid for services the Railroad performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

**Article XVI. ENTIRETY OF AGREEMENT**

This Subsidy Stipulation and its exhibits and any documents referred to herein constitute the entire agreement of the parties and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. This Subsidy Stipulation shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties. A waiver by any party of any breach or default by the other party shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**Article XVII. CAMPAIGN CONTRIBUTIONS**

The Railroad hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC§ 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC§ 3517.13.

**Article XVIII. AMENDMENTS OR MODIFICATIONS**

Neither this Subsidy Stipulation, nor any rights, duties, nor obligations hereunder, may be assigned or transferred, in whole or in part, by any signatory party, without the written consent of the PUCO and the ORDC.

## Article XIX. DEBARMENT

The Railroad represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC§'s 153.02 or 125.25. If this representation and warranty is found to be false, this Subsidy Stipulation is void *ab initio* and the Railroad shall immediately repay to the PUCO and the ORDC any funds paid under this Subsidy Stipulation.

## Article XX. HEADINGS

Section headings contained in this Subsidy Stipulation are inserted for convenience only and shall not be deemed a part of this Subsidy Stipulation.

## Article XXI. GOVERNING LAW

This Subsidy Stipulation shall be governed by the laws of the state of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

## Article XXII. PARTIAL INVALIDITY

A judicial or administrative finding, order, or decision that any part of this Subsidy Stipulation is illegal or invalid shall not invalidate the remainder of the Subsidy Stipulation.

**Article XXIII. DUPLICATE COUNTERPARTS**

This Subsidy Stipulation may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Subsidy Stipulation to be executed as of the date and year set forth below.

**On behalf of the City of Medina, Ohio:**

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

\_\_\_\_\_  
[Print Name]

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

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

**On behalf of the Public Utilities  
Commission of Ohio :**

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

Title: Director of Transportation

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

**On behalf of Wheeling & Lake Erie Railway  
Company:**

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

\_\_\_\_\_  
[Print Name]

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

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

**On behalf of the Ohio Rail Development  
Commission:**

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

\_\_\_\_\_  
[Print Name]

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

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

**APPROVED AS TO FORM WITH  
REGARD TO OHIO RAIL  
DEVELOPMENT COMMISSION ONLY:**

\_\_\_\_\_  
Assistant Attorney General Alan H. Klodell

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

**ORDINANCE NO. 55-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 5 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. TO REHABILITATE THE TRANSIENT APRON AT THE MEDINA MUNICIPAL AIRPORT.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into Amendment No. 5 to the Agreement with Delta Airport Consultants, Inc. for the engineering services related to the rehabilitation of the Transient Apron at the Medina Municipal Airport.
- SEC. 2:** That that a copy of the Amendment is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this amendment, in the amount of \$110,000.00 are available as follows: \$99,000.00 in Account No. 147-0659-54411 and \$11,000.00 in Account No. 547-6959-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

AMENDMENT NO. FIVE (5)

ORD 55-15  
Exh. A

**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Rehabilitate Transient Apron

DELTA PROJECT NO: 13005

DATE OF ISSUANCE: January 30, 2015

ATTACHMENTS: "5-1" Task Narrative  
 "5-2" Fee Summary  
 "5-3" Subconsultant Proposals and RFP's

METHOD OF PAYMENT: Lump Sum

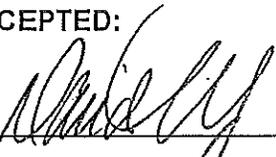
AMENDMENT NO. Five (5)

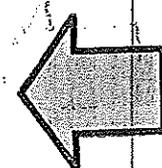
AMOUNT: \$110,000 (Article 7.10)

CONTRACT TIME: Design Phase Services – 90 Calendar Days (Article 6.4)  
 Bidding Phase Services – 30 Calendar Days (Article 6.5)

PROJECT DESCRIPTION: See Attachment "5-1"

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

<p><b>ACCEPTED:</b></p> <p>by <u> 1/30/15</u></p> <p>David W. Jones, P.E., C.M. Vice President</p> <p><b>CONSULTANT</b> Delta Airport Consultants, Inc. 20545 Center Ridge Road #450 Cleveland, OH 44116</p>	<p><b>APPROVED:</b></p> <p>by _____</p> <p>Dennis Hanwell Mayor</p> <p><b>SPONSOR</b> City of Medina 132 N. Elmwood Ave. Medina, OH 44256</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------



**HERE**

## ATTACHMENT "5-1"

### TASK NARRATIVE

This Amendment is to provide design and bidding phase services for the rehabilitation of the transient aircraft parking apron. The project scope includes the following elements:

1. Rehabilitation of the existing transient aircraft parking apron pavement (approx. 3,000 SY) with an FAA P-401 Bituminous Asphalt mill and replace overlay.
2. Evaluation and sizing of stormwater management basin to be designed and constructed by others.
3. Subcontracted services for wetlands delineation of the undeveloped parcel west of the "F" row T-hangar area (approx 10 ac) per NEPA and FAA environmental requirements.
4. Subcontracted topographic ground surveys for project design and environmental compliance.

Items excluded from the scope of work include:

1. Final design and construction of the stormwater management basin are to be completed by others.
2. Agency review and permitting costs are not included in the fee and shall be paid directly by the Owner.
3. Bid advertisement costs are not included in the fee and shall be paid directly by the Owner.
4. Construction Administration phase services are not included but can be included as an amendment to the Agreement.

**ATTACHMENT "5-2"  
FEE SUMMARY**

Project Title: Rehabilitate Transient Apron  
 Airport Name: Medina Municipal Airport (1G5)  
 Airport Location: Medina, OH

Delta Airport Consultants, Inc.

AIP Project No. 3-39-0053-Pending  
 State Project No. N/A  
 Delta Project No. 13005

Date: January 30, 2015

<b>Delta Costs: Design &amp; Bidding</b>	
<b>Basic Services</b>	
Schematic Design Phase (SD)	\$20,860
Design Development Phase (DD)	\$4,400
Construction Document Phase (CD)	\$48,180
Bidding Phase Services (BD)	\$12,440
Subtotal:	\$85,880
<b>Special Services</b>	
Project Administration	\$24,120
Subtotal:	\$24,120
<b>Design Lump Sum:</b>	<b>\$110,000</b>

<b>TOTAL:</b>	<b>\$110,000</b>
---------------	------------------

**ATTACHMENT "5-3"**

**SUBCONSULTANT COST PROPOSALS AND RFP's**



# Cunningham & Associates, Inc.

Civil Engineering & Surveying  
203 W. Liberty St., Medina, Oh 44256  
Phone: (330) 725-5980 \* Fax (330) 725-8019

November 26, 2014

Delta Airport Consultants, Inc.  
20545 Center Ridge Road, Suite 450  
Cleveland, OH 44116

Attention: Steven Potoczak

Re: Request for Proposal  
Medina Municipal Airport  
Topographic Survey & Data Collection Services

Dear Mr. Potoczak:

We are pleased to submit this proposal covering the surveying services requested at the Medina Municipal Airport.

These services are to include the items outlined on your "Request for Proposal for Airport Topographic Survey and Data Collection Services", dated November 20, 2014. We propose to furnish said work for the following fee:

Lump Sum Fee: \$9,250.00  
Time Frame: 4 weeks from authorization

All survey projects, at this time of year, are subject to weather delays. Topographic survey work, in accordance with the specifications provided, cannot be accomplished if the grounds are covered with snow.

This proposal is based upon the understanding that we will be provided, without expense to us, all information, reports, utility plans, easement documents and other data that is pertinent to the work herein proposed.

Delta Airport Consultants, Inc. -2- November 26, 2014

If extra work is required due to revisions ordered by the engineer, we shall be equitably paid for such services in accordance with the schedule of hourly rates below:

Office/Clerical	\$ 40.00 /hour
Drafting Technician I	\$ 55.00 /hour
Drafting Technician II	\$ 70.00 /hour
Surveying Technician	\$ 70.00 /hour
Design Engineer	\$ 80.00 /hour
Professional Surveyor	\$ 90.00 /hour
Professional Engineer	\$110.00 /hour
2-Man Survey Crew	\$130.00 /hour

We appreciate your invitation to submit this proposal and would be will to discuss any aspect of the proposal with you at your convenience.

Very truly yours,



Daniel T. Cunningham, P.E.

DTC: cac



## EMAIL TRANSMITTAL

November 20, 2014

Mr. Dan Cunningham, P.S.  
[danc@cunninghamengineering.com](mailto:danc@cunninghamengineering.com)  
Cunningham & Associates  
203 W. Liberty Street  
Medina, OH 44256

RE: Request for Proposal for Airport Topographic Survey and Data Collection Services

Dear Mr. Cunningham:

On behalf of the City of Medina, Ohio, Delta Airport Consultants, Inc. will be initiating a Transient Aircraft Parking Apron Pavement Rehabilitation and Construct Helicopter Parking Apron design (and later construction) project at the Medina Municipal Airport. The design and bidding portion of the projects are expected to be funded locally by the City of Medina and then later reimbursed up to 90% by the Federal Aviation Administration during the construction phases of the two projects. The design portion of the projects is anticipated to begin within the next month or so. We are considering employing your company's services by providing Delta Airport Consultants, Inc. with the following project elements that will be further prepared by Delta for inclusion in the project design and future bidding documents. Please provide a lump sum fee proposal for the scope of services project elements listed below.

### AIRPORT SURVEYING AND DATA COLLECTION SERVICES FOR THE FOLLOWING PROJECT ELEMENTS:

- a. A detailed topographic survey (0.1 foot vertical contour accuracy) within the boundary shown on attached Exhibit 1.
- b. Identify structures and objects such as inlets, catch basins, manholes, pipe culverts, headwalls, trees, shrubs, mail boxes, etc. within the boundary shown on attached Exhibit 1. Structures such as inlets, catch basins, manholes, pipe culverts shall include the identification of each structure's top of grate/frame, invert in, and invert out elevations to a 0.01 foot vertical accuracy. A photo journal record of the structure with notes indicating size and flow direction of drainage paths shall also be included.
- c. Identify right-of-ways, easements, property lines, edges of pavements, driveway edges, sidewalks, drainage ditch centerlines, structures such as buildings, hangars, garages, utility boxes, etc. within the boundary shown on attached Exhibit 1.

20545 CENTER RIDGE ROAD, SUITE 450, CLEVELAND, OH 44116

P. (440) 895-0465 F. (440) 895-0466 WWW.DELTAAIRPORT.COM



- d. Identify utility lines both sub-surface and aerial. Identify utility poles and any subsurface utility risers, boxes, transformers, etc. within the boundary shown on attached Exhibit 1. Utilities identified shall include a photo journal record of the utility structure (pole, aerial lines, transformers, boxes, etc.), owner of utility, type of service (gas, electric, telecommunications, etc.) and capacity of utility service (volts, amperage, size and number of pairs of telecommunications lines, etc.).
- e. All survey and data collection elements shall be produced on the Ohio State Plane, North American Horizontal Datum (NAD83) and North American Vertical Datum (NAVD88). All control shall be tied into the National Spatial Reference System (NSRS) and any local coordinate system associated to the Medina Municipal Airport (referenced to Runway ends).
- f. All mapping shall be delivered in AutoCAD on layering standards consistent with FAA Advisory Circular (AC) documents 150/5300. These ACs are available for free download at the following web address:

[http://www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.list/parentTopicID/187](http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.list/parentTopicID/187)

The results of your findings will be used as base for further design rationale and construction drawing development for the above referenced project(s) at the airport. Your proposal should be presented with a draft scope of work, tentative schedule, a lump sum fee cost estimate and an hourly breakdown of manpower by task. Please submit two (2) copies of your proposal to us for consideration. Thank you.

If you have any questions concerning this request for proposal, please contact our office or myself any time at 440-343-3328 or email at [spotoczak@deltaairport.com](mailto:spotoczak@deltaairport.com).

In advance, thank you for your prompt reply to this Request for Proposal. Your proposal is due as soon as possible.

Sincerely,

Steven A. Potoczak  
Project Manager

Attachment: Exhibit 1

cc: 13005 file



November 20, 2014

**MD&E Proposal No. P041403**

Steven A. Potoczak  
Project Manager  
Delta Airport Consultants, Inc.  
20545 Center Ridge Road, Suite 450  
Cleveland, Ohio 44116

**RE: Proposal  
Wetland Delineation  
Approximate 10 acre Undeveloped Parcel  
West T-Hanger Area  
Medina, Ohio**

Dear Mr. Potoczak:

Mayotte Design & Engineering, PC (MD&E) appreciates your interest in our services and is pleased to submit this proposal to complete a Wetland Delineation of the subject properties. This proposal is based on:

- Review of on-line aerials, soils, topography, and wetland inventory data.
- Aerial sent to Mr. Cook by Mr. Potoczak on 1/9/2014 outlining the area of concern.

**SCOPE OF SERVICES**

MD&E will perform the wetland delineation(s) in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (Federal Manual) and the 2009 supplements. Additional resources that will be utilized to assess the extent of wetlands at the site will include the following:

- The National Wetlands Inventory Map.
- The U.S. Department of Agriculture Soil Survey Map of Medina County.
- The National List of Hydric Vegetation.
- Aerial Photographs.
- Munsell Soil Color Charts (used in field to determine hydric soils).

### On-site Investigation

MD&E will conduct a field survey to determine the presence of standing or near surface water, Hydric soils, and Hydrophilic vegetation. These features are indicative of wetland conditions and will be utilized to identify the extent of the wetland area(s) at the site. Representative photographs will be taken as appropriate.

If wetland(s) are determined to exist, the boundary will be marked with sequentially numbered flags. Upon completion of the flagging, a registered survey crew (provided by MD&E) will survey the site and prepare a map indicating the extent of the wetland area(s) identified at the site. Wetland(s) will be scored and categorized using the Ohio Environmental Protection Agency (OEPA) Rapid Assessment Method (ORAM) for wetlands.

Due to the time of year, vegetation identification may be limited (which may affect boundary determination) due to growing conditions not typically beginning until mid-May. As such the wetland boundary will be determined by conditions that currently exist and verification (if required) by the Army Corp of Engineers will occur during the growing season (mid May to October).

### Report Preparation

MD&E will provide a final wetland delineation report. The report will include data obtained through the research of records, the site field investigation, and the review of available government documents. The report will include completed data forms for each sample point as required by the Federal Manual, and the survey plan prepared by the surveyor identifying the delineated boundaries of the wetland area(s) at the site.

A copy of the report will also be submitted to the U.S Army Corp of Engineers for delineation verification and jurisdictional determination. In addition, based on findings MD&E will identify permits needed for proposed work that may disturb wetlands found on-site.

## **COST AND CONTRACTING**

MD&E proposes to complete the aforementioned services for a lump sum of **\$5,500**. The cost includes an on-site meeting with the U.S. Army Corp of Engineers for the purpose of wetland delineation verification and jurisdictional determination. In addition cost includes on site meeting with the Ohio Environmental Protection Agency for the purpose of ORAM score verification. Cost also includes MD&E

subcontracting a surveyor for surveying of the delineated wetland(s) boundaries.

Services will be conducted in accordance with the attached terms and conditions. To authorize our services, please verify your approval by signing in the space provided below and returning a copy of the executed letter to me at your soonest convenience.

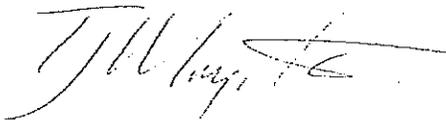
### QUALIFICATIONS

MD&E is a full-service civil and environmental engineering consultancy based in East Lansing, Michigan. A complete summary of our services and qualifications are presented on the MD&E web site at [www.mayottedesign.com](http://www.mayottedesign.com).

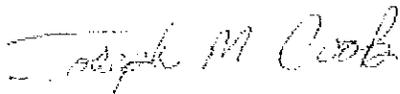
We appreciate your consideration of MD&E and look forward to working with you. If you have any questions, please call me at (517) 899-8110 or send an email to [jmc@mayottedesign.com](mailto:jmc@mayottedesign.com).

Sincerely,

Mayotte Design & Engineering, PC



Timothy J. Mayotte, Ph.D., P.E.  
Owner/President



Joseph M. Cook CPESC

### PROPOSAL ACCEPTANCE:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

By (signature) \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Title (type or print) \_\_\_\_\_

**ORDINANCE NO. 56-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.**

**WHEREAS:** The City of Medina desires to continue as a wellness partner with the Medina Community Recreation Center (MCRC) for certain community events; and

**WHEREAS:** Medina Hospital desires to serve as the official "Wellness Partner" of the MCRC.

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

**SEC. 1:** That the Mayor is hereby authorized to enter into a Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community.

**SEC. 2:** That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is subject to the Law Director's final approval.

**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**

## Wellness Service Agreement

ORD. 5615  
Exh. A

This Wellness Services Agreement ("Agreement") is made and entered into as of July 1<sup>st</sup>, 2015. ("Effective Date") between the City of Medina, for its Medina Community Recreation Center ("MCRC"), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256 and Medina Hospital, A Cleveland Clinic Hospital ("Hospital"), located at 1000 E. Washington Street, Medina, Ohio 44256.

WHEREAS, MCRC is an organization in the business of providing recreational services to its local community; and

WHEREAS, Hospital desires to become a wellness partner of certain of MCRC's community services, as described herein, and receive certain marketing and promotional opportunities associated with said services on the terms and conditions set forth in this Agreement; and

WHEREAS, Hospital desires to serve as the official "Wellness Partner" of MCRC;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, Hospital and MCRC agree to as follows:

### 1. SERVICES.

MCRC agrees to provide the wellness benefits and promotional services at the locations and dates set forth and as described on the attached EXHIBIT A, which is hereby incorporated by reference (the "Services").

### 2. Independent Contractor Status.

In the performance of MCRC's obligations under this Agreement, MCRC shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render MCRC or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of Hospital. MCRC is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Hospital, except as specifically set forth herein. The employees, methods, facilities, and equipment of MCRC shall at all times be under MCRC's exclusive direction and control.

### 3. Fees.

Fees and financial support for all Services under this Agreement provided by the parties shall be set forth in Exhibit A. If the Services outlined in Exhibit A are substantially changed, modified, reduced or cancelled, then Hospital shall be entitled to either a refund of the reasonably attributable portion of its wellness fee, or to additional Services from the MCRC in lieu thereof.

### 4. Responsibilities of MCRC

MCRC shall use its best efforts to facilitate and promptly complete the Services. MCRC will determine the methods, details and means of facilitating the Services.

### 5. Conflict of Interest.

Hospital maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no Hospital employees, officers or directors are employees, officers or directors of MCRC or serve on any boards or committees of or in any advisory capacity with MCRC, except as disclosed here in \_\_\_\_\_.

**6. Tax Exempt Status.**

The parties recognize that the Hospital is a non-profit, tax exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with Hospital's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

**7. Use of Name.**

Except as required for purposes of performing its obligations under this Agreement, MCRC shall not use the name, logo, likeness, trademarks, image or other intellectual property of Hospital for any advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of Hospital as to each such use.

**8. Confidential Information.**

During the term of this Agreement, MCRC may learn certain confidential information about Hospital's business and/or operations. MCRC agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without Hospital's specific, prior written consent. This section shall survive termination of the Agreement.

**9. Notices.**

All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission if the necessary information for delivery of such is shown below, addressed as follows:

**If to Hospital**

Medina Hospital  
Marketing  
1000 E. Washington Street  
Medina, OH 44256  
ATTN: Ellie Westerburg

**If to MCRC**

Medina Community Recreation Center  
855 Weymouth Road  
Medina, OH 44256  
ATTN: Michael Wright

**10. Non-assignment.**

MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Hospital.

**11. Jurisdiction and Venue.**

This Agreement shall be governed by the Laws of the State of Ohio, without regard to conflicts of laws, provisions, and any legal action relating, in any way, to this Agreement, shall be brought in the courts sitting in the State of Ohio, County of Medina.

**12. Compliance.**

By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations relating to this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation on thirty (30) days written notice to the other party.

**13. General.**

In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

**14. Term and Termination.**

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for three (3) years until June 30<sup>th</sup>, 2018, unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such term.

**15. Sponsorship Opportunity.**

During the Initial or any Renewal Term of this Agreement, MCRC agrees to provide Hospital the first opportunity to be the "official sponsor" for any wellness event, screening, festival, or other program held either at MCRC, or off-site in conjunction with MCRC ("Event"), that is either initiated by MCRC, or proposed to MCRC by a third party, on terms no less favorable to Hospital. Hospital shall have a reasonable period of time to consider and respond to any such Event presented to it by MCRC. If the Hospital accepts the opportunity to sponsor the Event, the parties shall memorialize such acceptance and the details of the Event sponsorship in writing, which states that such Event sponsorship is governed by the terms of the Agreement.

[Remainder of this page intentionally left blank.]

16. Integration.

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior written or oral agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

Medina Hospital, A Cleveland  
Clinic Hospital

City Of Medina

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

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

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

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

Title: Mayor

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

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

APPROVED AS TO FORM  
CCF - LAW DEPT.

DATE: 4/17/15 CMSI #: 2476889  
BY: Robert F. Jankovsek

Law Director, City Of Medina

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

\_\_\_\_\_  
(print name)

**Hopital Wellness Agreement Funds**  
**July 1, 2015 - June 30, 2016**

<i>Date</i>	<i>Item &amp; Description</i>	<i>Actual</i>	<i>Estimate</i>
Jul - jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		
	Direct Mail - 5000-8000 homes		\$ 4,000.00
	Print Ads		\$ 2,500.00
Sep/Oct	Fall Walk N Talk Challenge		
	Healthy Medina Promotional items		\$ 200.00
	Prizes		\$ 150.00
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		
	Healthy Snacks ~ 50 participants		\$ 1,750.00
	Equipment		\$ 300.00
Sep	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ 250.00
	Spaghetti Dinner		\$ 500.00
Oct	Senior Day		
	Healthy Medina Promotional items		\$ 300.00
Nov/Dec	Holiday Series - Cooking		
	Presentors/Cooking Demonstrations		\$ 200.00
	Food Supplies		\$ 300.00
	Receipe Book		\$ 100.00
Jan	Healthy Medina Kickoff		
	Healthy Medina Promotional items		\$ 300.00
Jan/Feb	Walk N Talk Challenge		
	Healthy Medina Promotional items		\$ 200.00
	Prizes/Tshirts		\$ 250.00
Mar/Apr	Biggest Loser Competition		
	Healthy Medina Promotional items		\$ -
	Scale/measurement tools		\$ 200.00
	Prizes		\$ 150.00
Mar/Apr	Couch to 5K		
	Healthy Medina Promotional items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Mar	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ -
	Dinner		\$ 600.00
May/Jun	Nutrition Challenge/Healthy Eating		
	Healthy Medina Promotional items		\$ 200.00
	Prizes		\$ 150.00
May/Jun	Couch to 5K		
	Healthy Medina Promotional items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Jun - Aug	Outdoor Activity Competition - Family		
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		\$ 500.00
Jun	Safety Day / Kids Day		
	Promotion items		\$ 300.00
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Loga on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC websit		\$ -
			\$ 19,825.00

## EXHIBIT A

### Wellness and Promotional Services and Fees

#### 1. Promotional Services:

Medina Hospital will serve as the official "Wellness Partner" of the MCRC, and the Cleveland Clinic/ Medina Hospital logo shall be used on related MCRC promotional literature, including brochures, pamphlets, postcards, print advertising, website links, email newsletter, promotional giveaways, etc.

#### 2. Signage:

Medina Hospital signage currently displayed at MCRC will remain for the period of the contract. Signage includes:

- Exterior signage at main entrance to building, under overhang, large brick wall
- Entrance driveway curb on curved wall next to MCRC section - optional
- New interior building signage for Rehab Services
- Entrance to pool and aquatic therapy treatment area
- Community Room A shall be recognized in all literature and room signage as "Medina Hospital Room." This room will be made available to the Hospital for any meetings or health talks the Hospital requests on a priority basis.
  - Medina Hospital Health Kiosk near main entrance
  - Signage recognizing Medina Hospital on the equipment purchased through previous agreements

#### 3. Screenings:

- Hospital to provide regular screening schedule at MCRC. Education is provided to screening participants.

#### 4. Miscellaneous:

- Hospital staff will provide contributions to the MCRC newsletter, website, etc.
- Hospital Therapy staff to provide quarterly in-services on use of fitness equipment to MCRC fitness room staff.
- Provide graduates of Rehab Services programs with a free one-week pass to the MCRC as an incentive to continue working out and to increase MCRC membership.

#### 5. Fees:

Annual fee for Medina Hospital will be \$20,000 for the Initial Term in 2015 and for any Renewal Term commencing in 2016 and years thereafter.

Fee payments by Hospital shall be due forty five (45) days from receipt of invoice.

#### 6. Use of funds:

The attached spreadsheet outlines the agreed upon schedule of how the annual fee must be used by MCRC during the Initial Term. This outline will serve as a template for each Renewal Term.

Hopital Wellness Agreement Funds  
July 1, 2015 - June 30, 2016

Date	Item & Description	Actual	Estimate
Jul - Jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		
	Direct Mail - 5000-8000 homes		\$ 4,000.00
	Print Ads		\$ 2,500.00
Sep/Oct	Fall Walk N Talk Challenge		
	Healthy Medina Promotional Items		\$ 200.00
	Prizes		\$ 150.00
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		
	Healthy Snacks ~ 50 participants		\$ 1,750.00
	Equipment		\$ 300.00
Sep	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ 250.00
	Spaghetti Dinner		\$ 500.00
Oct	Senior Day		
	Healthy Medina Promotional Items		\$ 300.00
Nov/Dec	Holiday Series - Cooking		
	Presentors/Cooking Demonstrations		\$ 200.00
	Food Supplies		\$ 300.00
	Recelpe Book		\$ 100.00
Jan	Healthy Medina Kickoff		
	Healthy Medina Promotional Items		\$ 300.00
Jan/Feb	Walk N Talk Challenge		
	Healthy Medina Promotional items		\$ 200.00
	Prizes/Tshirts		\$ 250.00
Mar/Apr	Biggest Loser Competition		
	Healthy Medina Promotional items		\$ -
	Scale/measurement tools		\$ 200.00
	Prizes		\$ 150.00
Mar/Apr	Couch to 5K		
	Healthy Medina Promotional items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Mar	Family First Night		
	Presentation/Handouts		\$ 100.00
	Equipment - boardgames, games, activities		\$ -
	Dinner		\$ 600.00
May/June	Nutrition Challenge/Healthy Eating		
	Healthy Medina Promotional Items		\$ 200.00
	Prizes		\$ 150.00
May/June	Couch to 5K		
	Healthy Medina Promotional Items		\$ -
	pedometer/lap counter		\$ 250.00
	Prizes		\$ 150.00
Jun - Aug	Outdoor Activity Competition - Family		
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		\$ 500.00
Jun	Safety Day / Kids Day		
	Promotion Items		\$ 300.00
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Loga on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC websit		\$ -
			\$ 19,825.00

**ORDINANCE NO. 57-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES (ODNR) FOR FUNDING FOR HANDICAPPED PARKING SPACES AT THE MEDINA COMMUNITY RECREATION CENTER.**

**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 the State of Ohio, Department of Natural Resources (ODNR) for funding for Handicapped Parking Spaces at the Medina Community Recreation Center.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC 3:** That this Ordinance is subject to the Law Director's final approval.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 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

Community Recreation Project – Pass Through Grant Agreement  
Ohio Department of Natural Resources

ORD. 57-50  
EXH. A

This Capital Improvement Community Recreation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as ODNR), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended House Bill No. 483, 130th General Assembly of the State of Ohio and the City of Medina, an Ohio Political Subdivision, MCRC, 855 Weymouth Rd., Medina, Ohio (hereinafter referred to as "Grantee") acting by and through its legal counsel.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229  
Attn: Recreation Services Administrator

(b) with respect to the Project Grantee:

City of Medina  
MCRC, 855 Weymouth Rd.  
Medina, Ohio 44280  
Attn.: MCRC Director

The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above.

Pursuant to Amended House Bill No. 483, the 130th General Assembly of the State of Ohio has appropriated funds in the amount of Thirty Thousand Dollars (\$30,000.00) for the capital facilities costs associated with the Project in appropriation item C725E2, described as 'Medina Community Recreation Center' (hereinafter referred to as "Project"). The Project reference number is MEDI-004C.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), as the fund from which these monies will be disbursed.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended House Bill No. 483 of the 130<sup>th</sup> General Assembly, the parties hereto covenant and agree as follows:

1. ODNR agrees to provide the Grantee Thirty Thousand Dollars (\$30,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. In no event shall ODNR's payment to Grantee exceed Thirty Thousand Dollars (\$30,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_, and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not timely spent shall be returned with interest to the State of Ohio in accordance with paragraph 6 of this Agreement.
2. This Agreement will terminate on **June 30th, 2016**, at which time the Grantee agrees that the Project will be completed, and open and available for use. Upon written request by the Grantee, and subject to appropriation and renewal of funds by the State of Ohio, the agreement may be renewed by the ODNR.
3. The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a public parks and recreation facility. The Grantee represents that it is the lessee of the property on which the Project is or will be located, as described in Exhibit A attached hereto, and that the only restrictions of record with respect to the property or the Project are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and the items identified on said Exhibit A, 'Boundary Map'.

4. The Grantee shall provide all construction services for the Project. The Grantee shall be responsible for the construction administration of the Project. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants and certifies that it will cause the Project to be constructed with all reasonable speed and reasonably adhere to the submitted development timeline.
5. The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the property or facilities acquired or developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the facility is available to the public for the intended recreation purpose for a minimum of fifteen calendar years from the date of Project closeout by state issuance of final reimbursement for the Project. Failure to comply with this provision may result in demand for repayment of funds acquired through this Agreement.
6. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

7. Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State and ODNR.
8. On and after the date of this agreement, the Grantee agrees not to seek any determination of liability against ODNR or any department, agency or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODNR and all employees, agents, officials and contractors and attorneys of same in relation to the Project.
9. Prior to release of funds by the Controlling Board, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds or interest acquired by Grantee through this Agreement shall be spent to obtain bonding or insurance. All funds acquired by Grantee through this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss. Grantee shall use one or more federal deposit insurance corporations and/or other deposit and/or collateralization strategies to protect the funds and interest from loss.
10. The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds, competitive bidding for public projects, procurement of equipment and materials, compliance with the Ohio Prevailing Wage law, and the like.
11. The Grantee will keep and make all Project-related records available to the state Auditor or the Auditor's designee for a period of not less than eighteen (18) years after the date of Project closeout as described in Paragraph 5 above. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.
12. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending such funds and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement and any interest thereon are expended in accordance with all applicable laws, rules and requirements.
13. If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other proper means that any Project expense is ineligible, or not properly documented, the Grantee will repay such to the State of Ohio in accordance with this Agreement.
14. The Grantee assures compliance with all applicable Federal, State and local laws and regulations, for the Project, including, but not limited to:

- a. Prevailing wage pursuant to ORC Chapter 4115
  - b. Worker's Compensation
  - c. Equal Opportunity Laws  
The Grantee agrees that it will fully disclose with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said Grantee will comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard, both before and during performance.
  - d. Domestic Steel pursuant to ORC 153.011
  - e. The Americans with Disabilities Act  
The Grantee will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public law 90-480), Department of Interior Section 504 Regulations (43CFR Part 17) and the Americans with Disabilities Act.
  - f. Environmental and Historical Preservation Laws and Regulations  
The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.
  - g. Drug-free Workplace  
The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.
  - h. Laws of Professional Design  
The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect.
15. The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
16. The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for Project to be developed using funds provided by the legislature in Amended House Bill No. 483 of the 130<sup>th</sup> General Assembly.
17. The Grantee agrees that any facilities that may be developed now or in the future on the lands acquired or improved under this Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.
18. The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.
19. Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity Commission.
20. The State of Ohio reserves the right to terminate this agreement if the Grantee is unable to proceed with the Project described in the Project Agreement, or if Grantee violates any of the terms herein.

21. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Amended House Bill No. 483, 130th General Assembly and Chapters 151 and 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.
22. Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.
23. Grantee hereby certifies that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in its construction contracts provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.
24. This Agreement may be modified if agreed to in writing by both parties.
25. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
26. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
27. In the event that the Medina City School District were to take any action that jeopardizes the public use and enjoyment of this project at any time during the 15 year grant period applicable to this project, Grantee commits to making prompt restitution of the entire grant amount to the State of Ohio.

#### 28. MISCELLANEOUS

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors And Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the ODNR.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery

cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODNR unless executed in full, and is effective as of the last date of signature by the ODNR.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

29. Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODNR have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

FOR THE GRANTEE:

City of Medina

\_\_\_\_\_  
Signature

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

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

FOR THE STATE OF OHIO, ODNR

\_\_\_\_\_  
Paul R. Baldrige, Chief Office of Real Estate

Ohio Department of Natural Resources

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

APPROVED BY:

\_\_\_\_\_  
JAMES ZEHRINGER, DIRECTOR  
Ohio Department of Natural Resources

Date \_\_\_\_\_

ATTORNEY CERTIFICATION

I, \_\_\_\_\_ [name and title], acting as attorney for the \_\_\_\_\_ [name of Grantee], do certify that I have examined the Agreement and find that acceptance by Grantee has been authorized and that the execution thereof is proper and in accordance with the laws of the State of Ohio. Following signature, the Agreement, in my opinion, is a legal obligation of \_\_\_\_\_ [name of Grantee] in accordance with the terms thereof, and that Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement, as Authorized in Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2014.

Legal Counsel for Grantee \_\_\_\_\_  
(Signature)

Printed Name of Legal Counsel \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registration Number \_\_\_\_\_

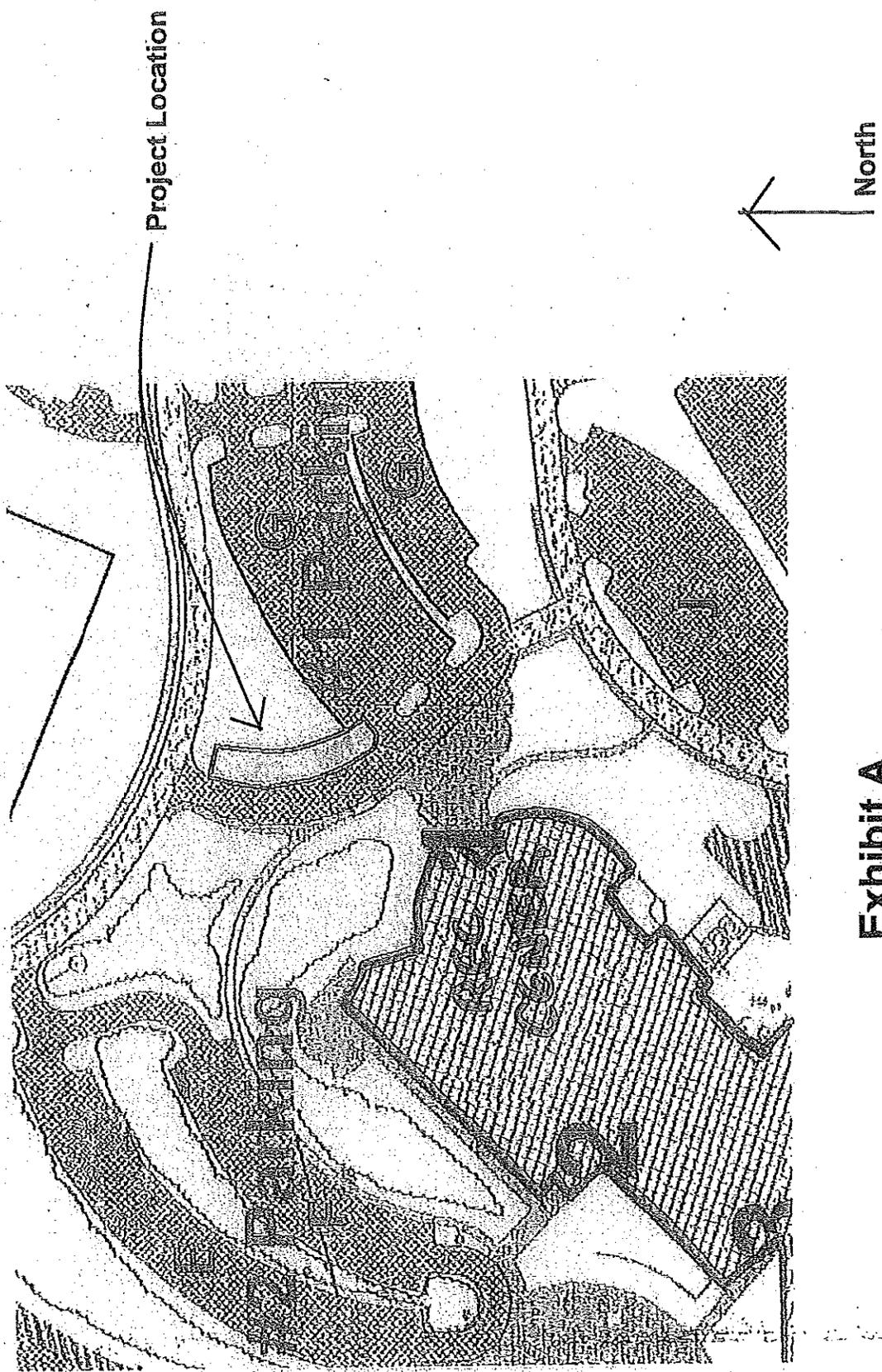


Exhibit A

**ORDINANCE NO. 58-15**

**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 additions:

<u>Account No./Line Item</u>	<u>Additions</u>
301-0381-54411 (Bicentennial Commons)	10,569.00 *
301-0381-52215 (Bicentennial Commons)	6,400.00 *
301-0716-54412 (Muni Courthouse – Bldgs.)	3,840.00 *
301-0707-54412 (Fire Station #1-Roof)	50,000.00 *
547-0650-52213 (Airport-Ins/Taxes)	3,649.00
547-0650-52212 (Airport-Utilities)	850.00
547-0650-56613 (Airport-Reimbursements)	2,337.50
547-0650-56613 (Airport Reimbursements)	6,441.87
547-0650-56613 (Airport Reimbursements)	3,220.63

**SEC. 2:** 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>
676-0746-50111 (Mechanic-Salaries)	13,000.00
547-0657-54411 (FY13 Airport-Land Improvements)	3,649.00
547-0657-54411 (FY13 Airport-Land Improvements)	850.00
547-0657-54411 (FY13 Airport-Land Improvements)	2,337.50
547-0658-54411 (FY14 Airport-Land Improvements)	6,441.87

**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.

\* - new appropriation

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

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

President of Council

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

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

Clerk of Council

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

Mayor

**ORDINANCE NO. 59-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI MIDWEST, LLC FOR THE CITY'S PROPERTY, CASUALTY, AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2015 THROUGH MARCH 31, 2016, 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 contract with USI Midwest, LLC for the City's Property, Casualty and General Liability Insurance for the period of April 1, 2015 through March 31, 2016.
- SEC. 2:** That the funds to cover this expenditure are available in each appropriate budget.
- 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 renew said policy which expired April 1, 2015; 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

Effective date – April 1, 2015

## BROKERAGE SERVICE FEE AGREEMENT

THIS AGREEMENT, effective as of April 1, 2015, is by and between City of Medina, Ohio ("Client"), located at 132 N. Elmwood Avenue, Medina, Ohio 44256 and USI Midwest, LLC ("USI"), located at 131 N. Ludlow St., Suite 700 Dayton, OH 45402.

WHEREAS, Client has appointed USI as its broker of record for Client's insurance program described below, and

NOW, THEREFORE, in consideration of the following, Client agrees to engage USI, and USI hereby agrees to perform the services described below.

### 1. SCOPE OF SERVICES

#### *A) Risk Management*

1. Negotiate coverage terms, premiums, and the placement of coverage with insurers, for Client's [Commercial Casualty] insurance program described as follows: Placement of municipal package, liquor liability and excess liquor liability for the Village of Greenhills, OH
2. Review insurance policies for conformity with the insurers' proposals and obtain necessary revisions.
3. Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements, and related documentation on the understanding that Client will also review all such documents delivered to Client and promptly advise USI of any revisions that may be needed;
4. Verify the accuracy of each binder, certificate, endorsement, premium audit, and premium adjustment, and other documents received from Client's insurer(s), and obtain revisions from insurers when needed.
5. Prepare certificates of insurance as requested by Client and as appropriate.
6. Prepare a schedule of Client's insurance policies, including the names of the insurers, policy numbers, term, limits of liability, deductibles, retentions, payment plans and the estimated annual premium.
7. Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-".
8. Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy such information.
9. Furnish continuing advice, technical assistance and counsel to Client, as requested by Client.
10. Provide periodic forecasts of ultimate losses to Client in reliance on information provided by insurers and Client.

*B) Claims, Loss Control & Engineering*

1. Monitor the loss control assistance provided by Client's insurers, evaluate the insurers' recommendations submitted and attempt to negotiate amendments where requested by Client and as appropriate.
2. Provide detailed loss data to Client on a periodic basis, based on data from the insurers or, if available, from USI's databases.
3. Analyze Client's loss data to determine trends in causes and sites of incidents, and provide the data analysis to Client on a periodic basis.
4. Monitor the claim services provided by Client's insurers, including assistance with claims submission interpretation of insurance policies.
5. Attend claims review meetings convened by Client's insurers as requested by Client.
6. Analyze reserve amounts allocated for claims by insurers and notify Client as to increases.
7. Monitor problematic claims regularly.
8. Conduct loss control surveys at the Client's facilities as agreed in writing by Client and USI.

USI reserves the right to re-negotiate this Agreement in the event that the hours of service provided by USI exceed the fees set forth in Section 2. **However, no renegotiation shall be valid until both parties sign a written memorandum specifying the additional compensation.**

As respects all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

*C) Existing Insurance Policies*

The services to be provided by USI hereunder are provided for the exclusive benefit of Client. The services, recommendations, proposals and information provided by USI are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/policies that was in effect prior to the effective date of this Agreement, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/policies. USI will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

*D) Additional Services*

The services described above are the only services to be provided by USI to Client under this Agreement. Any additional services requested by Client, and any related compensation, shall be separately negotiated by USI and Client and described in an amendment to this Agreement.

Notwithstanding the foregoing, to the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

2. BASIS OF COMPENSATION

In consideration of the services provided by USI, Client will pay USI an annual fee of \$10,500, to be fully earned and payable at the time of the execution of this Agreement.

The fee is in addition to the net premium paid for the coverages placed for Client by USI.

If USI is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time USI places the coverage. USI will be paid the commission percentage stated for the placement of your insurance as indicated, and will earn and retain the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is agreed to in writing.

USI's compensation for the services excludes federal, state and local sales, use, excise, receipts, gross income and other similar taxes or governmental charges which may be imposed. Client is responsible for paying any such taxes or charges (except for taxes imposed on the net income of USI) now imposed or becoming effective during the term of this Agreement. In addition to the premium and our compensation, USI may invoice Client for any federal, state and local sales, use, excise or other similar taxes, unless Client provides USI with a valid tax exemption acceptable to us.

Neither state law nor any insurance company requires USI to charge a fee. Ohio law permits such fees but provides that the fees may not be refunded, forgiven, waived, offset or reduced by any commissions earned or received by USI.

In the event of the renewal of this Agreement, payments of such fee installments shall continue to be made on the annual anniversaries of these payment dates.

In the event of mergers, acquisitions, or other substantial changes in Client's business which result in a material increase in the work required of USI under this Agreement, the fee set forth above shall be subject to good faith re-negotiation. **However, no renegotiation shall be valid until the Client signs a written memorandum specifying the additional compensation.** In the event that Client requests USI to place new lines of insurance, USI will be entitled to

accept commissions on such placements, unless USI and Client modify this Agreement to take into account the additional services which will be provided to Client.

3. TERM OF CONTRACT

The initial term of this Agreement shall be one year from the effective date of this Agreement. This Agreement shall renew automatically, unless terminated in accordance with Section 4, Termination of Agreement, hereof.

4. TERMINATION OF AGREEMENT

This Agreement will renew annually after the initial term, unless either party gives written notice to the other party of non-renewal at least sixty (60) calendar days prior to the end of the initial term or any renewal term. The Client may terminate this Agreement during any renewal term, after the initial term, upon sixty (60) days' written notice to USI. In the event of any non-renewal or termination of this Agreement, the fee as set forth in Section 2 shall be deemed fully earned and payable to USI as of the beginning of the term in the year in which such non-renewal or termination occurs. All work product provided by USI to Client pursuant to this Agreement shall be the property of Client.

USI's obligation to render the services under this Agreement ends on the effective date of termination of this Agreement. USI will assist in the orderly transition of matters to Client or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after termination of the Agreement. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, USI may provide services after the termination of this Agreement for mutually agreed additional compensation. Nevertheless, we will, process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

5. ASSIGNMENT

Neither Client nor USI shall assign, solicit or transfer their rights or obligations under this Agreement without prior written consent of the other, and such consent shall not be unreasonably withheld.

6. CONFIDENTIALITY

"Confidential Information" shall mean non-public information revealed by or through a party to this agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes,

procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing

- A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.
- B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.
- C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.
- D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.
- E. Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

7. INTELLECTUAL PROPERTY

USI shall retain all title, copyright, patent, trademark, and all other intellectual property rights to all USI developed computer programs models and tools and to their output and to all USI developed methodologies and documents used in performance of the services under this agreement.

8. CONFLICTS OF INTEREST

USI shall report immediately to Client any circumstance in which USI is in a conflict-of-interest and cannot provide the services in accordance with the terms of this Agreement. Promptly thereafter, we shall meet and discuss in good faith what steps need to be undertaken with respect to the services and the provision thereof by USI.

9. PREMIUM /HANDLING OF FUNDS

Client shall provide immediately available funds for payment of premium by the payment dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by insurers.

USI will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements or restrictions of applicable state and federal laws and regulations.

In the ordinary course of business USI will receive and retain interest on premiums paid by Client from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to Client after we receive such funds.

10. SURPLUS LINES TAXES AND OTHER FEES

In the event that USI or a USI affiliate procures coverages for Client from a surplus lines insurance company, Client will be responsible for payment of surplus lines taxes on such coverage. Client will also be responsible for payment of fees or surcharges required by law. In all such cases, USI will endeavor to identify such taxes and fees to Client, but the liability for payment of these taxes, fees and surcharges is assumed by Client. USI will not under any circumstances pay, transmit or be responsible for the payment of any surplus lines tax or fee.

11. USI'S POLICY REGARDING COMPENSATION FROM INSURERS AND INTERMEDIARIES

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance

contracts, to sell insurance and to obtain insurance coverages for our clients. The Client agrees to pay compensation to USI for the placement of insurance pursuant to this written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom the Client's insurance is placed, or with the insurance intermediary we use to place the Client's insurance. Such agreements do not affect or modify in any way USI's responsibilities to the Client. The Client may obtain information about the nature and source of such compensation expected to be received by USI, and, if applicable, compensation expected to be received on any alternative quotes pertinent to the Client's placement upon Client's request.

Generally speaking, USI will annually receive from the various insurers with which it places risks about 1% to 1.5% of its total annual premium placements as contingent compensation. Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Client's coverages, the volume of total coverages placed by USI with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Client is invited to obtain as much detail as it wishes from USI on the computation of the particular contingent compensation applicable to its placement.

#### 12. REPORTING CHANGES IN EXPOSURE

Client shall promptly notify USI with respect to all material changes in exposure and all changes in loss-related information. USI shall promptly notify the affected insurance companies of such changes.

#### 13. INSURER SOLVENCY

USI does not guarantee the solvency of any insurer with which it places Client's risks.

#### 14. SEVERABILITY

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

15. AGREEMENT CONSTRUED UNDER STATE LAWS

This Agreement is to be executed and performed in the State of Ohio and shall be construed in accordance with the laws of such State.

16. CHANGES TO BE IN WRITING

This Agreement may be amended only by a written agreement executed by both USI and Client.

17. WAIVERS

The failure of USI or Client to insist on strict compliance with this Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

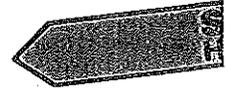
18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

19. RECORD RETENTION

USI will retain its records of all matters relating to this Agreement in accordance with USI's record retention policy, (a copy of which will be made available to Client upon request), and all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.



City of Medina, Ohio

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

USI Midwest, LLC

BY: \_\_\_\_\_  
Name: Robert M. Beglin  
Title: Authorized Representative