

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

May 23, 2016  
Medina City Hall  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (May 9, 2016)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**

(speakers limited to 5 min.)

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

**Ord. 67-16**

An Ordinance authorizing the Mayor to enter into a HOME Written Agreement with Brian and Katie Taylor, 427 S. Prospect Street, for Private Owner Rehabilitation Assistance to the owner utilizing Home Funds made available through the PY14 Community Housing Impact and Preservation (CHIP) Program.

(emergency clause requested)

**Res. 68-16**

A Resolution authorizing the filing of an application for grant assistance from the Ohio Development Services Agency, Office of Housing and Community Development, in connection with the Small Cities Community Development Block Grant (CDBG) Program.

(emergency clause requested)

**Ord. 69-16**

An Ordinance authorizing the Mayor to enter into an agreement between the City of Medina, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the PY15 Community Development Block Grant (CDBG) Program.

(emergency clause requested)

Res. 70-16

A Resolution declaring the official intent and reasonable expectation of the City of Medina on behalf of the State of Ohio (the Borrower) to reimburse its Stormwater/Street Fund #108 for the Ryan Road Reconstruction Project, with the proceeds of tax exempt debt of the State of Ohio.

Res. 71-16

A Resolution declaring the official intent and reasonable expectation of the City of Medina on behalf of the State of Ohio (the Borrower) to reimburse its Issue 2 Projects Fund #380 for the Wadsworth Road Water Line, Phase 1 Project, with the proceeds of tax exempt debt of the State of Ohio.

Res. 72-16

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).  
(emergency clause requested)

Ord. 73-16

An Ordinance amending Sections 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Water Department and accepting the new Job Description of Water Technician.

Ord. 74-16

An Ordinance amending various sections of the Civil Service Rules and Regulations of the City of Medina relative to Notification Procedures for candidates or employees.  
(emergency clause requested)

Ord. 75-16

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

Ord. 76-16

An Ordinance amending Ordinance No. 165-16, passed December 22, 2015. (Amendments to 2016 Budget)

Ord. 77-16

An Ordinance amending Ordinance No. 62-16, passed May 9, 2016, relative to bids for the West Smith Road Reconstruction Project, to add the Emergency Clause.

**Council comments.**

**Adjournment.**

**Opening:**

Medina City Council met in regular, open session on Monday, May 9<sup>th</sup>, 2016. 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 B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

Also present were the following members of the Administration: Mayor Dennis Hanwell, Keith Dirham, Greg Huber, Nino Piccoli, Patrick Patton, Chief Painter, Jonathan Mendel, Jansen Wehrley, and Kimberly Marshall.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on April 25<sup>th</sup>, 2016, 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 M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Reports of Standing Committees:**

Finance Committee: Mr. Coyne stated the Finance committee met prior to Council and will meet again in two weeks.

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

Public Properties Committee: Mr. Shields had no report.

Special Legislation Committee: Mr. Lamb had no report.

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

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

Emerging Technologies Committee: Mr. Rose had no report, scheduling a meeting in May.

**Requests for Council Action:**

**Finance Committee**

- 16-074-5/9 – Request to Award Bid, Court Scanning Project
- 16-075-5/9 – Expenditure – HOME Agreement 427 Prospect
- 16-076-5/9 – SPCA Annual Donation Request
- 16-077-5/9 – FY16 CDBG Application
- 16-078-5/9 – OPWC Resolution of Intent – Ryan Road Reconstruction
- 16-079-5/9 – OPWC Resolution of Intent – Wadsworth Rd. Water Line, Phase 1
- 16-080-5/9 – Expenditure Over \$15,000, Increase P.O. – Osborne Medina
- 16-081-5/9 – Fair Housing Agreement – PY15 CDBG
- 16-082-5/9 – Revise Civil Service Rule VI (J)
- 16-083-5/9 – Expenditure Over \$15,000 – OH Association of Chiefs of Police

16-084-5/9 – ODOT Salt Purchasing Program  
16-085-5/9 – Proposed New Classification of Water Technician

**Reports of Municipal Officers**

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

- 1) Working America Canvassing in City - Legislative/political advocacy as well as educational canvassing of residential areas in city starting in January and going through election cycle will be conducted in city. Canvassing will be 4 p.m. to 9 p.m. Monday through Friday and 10 a.m. to 5 p.m. on weekends. These activities are constitutionally protected under the First Amendment and do not require registering with city for solicitor's permit, or following solicitor regulations, as they are not selling anything. Working America is not for profit 501C5 labor organization, affiliated with AFL-CIO.
- 2) National Day of Prayer events - Thur., May 5- All three events were well attended. Thanks to Administration and Council's support of same.
- 3) Saturday, May 7 a.m. - Love Medina program - went well. Thanks to local churches for their help and support of same to benefit our local senior citizens and handicapped residents.
- 4) Sea of Blue events - Friday, May 13th, 8 p.m. - Candlelight Vigil to remember officers who have the given ultimate sacrifice; Saturday, May 14th, 10 a.m. Unity walk from MHS to Square; 11 a.m. Sea of Youth Police Rally at Common Pleas Court steps.
- 5) Monday, May 30th - Memorial Day Parade – 10 a.m., Ceremony at Monument in front of Common Pleas Courthouse; 10:10 a.m. - parade step off; 11 a.m., Ceremony at Spring Grove Cemetery - rain location is Medina High School Performing Arts Center; VFW will host veterans and their families for food and beverages; 1:15 p.m. - Vietnam Veterans of America will have a ceremony at Medina County Vietnam Veteran's Memorial, 210 Northland Drive, Medina.

**Keith Dirham, Finance Director**, reported the next budget hearing is a week from tomorrow.

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

**Kimberly Marshall, Economic Development Director**, reported that the City of Medina in conjunction with Main Street and the Chamber will be hosting a ribbon cutting for a new business European Design Imports also known as Polish Pottery, located at 100 Public square being held at 1 p.m. on Friday, May 13<sup>th</sup> and following at 2 p.m. there will be a celebration for PJ Marley's dining patio addition at 119 Public Square.

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

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

**Mike Wright, Recreation Center Director**, reported a couple of updates from the Medina Rec.

- 1) Our new Spring/Summer brochure is also now available on-line and at the Rec. Center.
- 2) The Rec's three month summer memberships are 25% off this season and started May 1<sup>st</sup>

- for 3 consecutive months of your choice, up to a start date of July 1st.
- 3) A reminder to the community that the Rec Center Discover Camp starts May 31st and runs through August 12th. There are lots of scheduled trips this year including Kalahari, Skyzone, Dave & Busters, and the Nautica Queen, just to name a few. You can schedule one week or the entire summer. For more information you can go online at [www.medinarec.org](http://www.medinarec.org) or contact Maureen Dowell at 330-721-6935.
  - 4) The next Rec Advisory Committee meeting is Thurs May 19th, at 7:30 a.m. at the Recreation Center.  
Lastly, our shutdown week will be the same week as the Medina County Fair this year. We will be closed for 5 days August 1st through August 5th for maintenance and repairs.

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

**Dan Gladish, Building Official**, reported the Building Dept. has taken another step to help simplify the Building Permit Application process. A new fill in the blank type PDF form has been added on the website and can easily be completed, printed and/or emailed to the office. The new applications include building, heating, air conditioning, electric, plumbing and contractor registration. This will save time for applicant and increase the efficiencies of the Building Department.

**Patrick Patton, City Engineer**, a portion of Ryan Road stabilizing project is complete. North Huntington St. project pavement is scheduled to start tomorrow. The Foundry St. project has kicked off today.

**Nino Piccoli, Service Director**, had no report.

**Notices, Communications and Petitions:**

**Liquor Permit:**

Mr. Shields moved not to object to the issuance of a new D-2 and D-3 permit to Medina Oriole Steakhouse Inc., dba Medina Steakhouse & Saloon & Porch & Patio, 538 W. Liberty St. Medina. Motion seconded by Mr. Simpson and approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, and M. Kolesar.

**Unfinished Business:**

There was none.

**Introduction of Visitors:**

Keith Trojack resides on Guilford Blvd. he stated on the 23<sup>rd</sup> of March he went into full cardiac arrest and the Chief of Police who was in the area came to his rescue and performed CPR until medics arrived on the scene and helped save his life.

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

**Ord. 60-16**

**An Ordinance amending Ordinance No. 23-16, passed February 8, 2016 authorizing the payment of \$26,175.00 to Jenmet Construction LLC for the Private Home Rehabilitation at 3556 Jerrold Blvd. Brunswick as part of the PY14 CHIP Grant Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 060-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 060-16, seconded by Mr. Simpson. Mr. Mendel stated this is a simple change order to add \$770.00 to the previous \$26,000 to get this project going and clear up some items that still needed to be taken care of. Emergency is needed because project is complete and contractor needs to be paid. 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. 060-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Ord. 61-16:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2016 Concrete Street Repair Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 061-16, seconded by Mr. Simpson. Mr. Patton stated this is an annual project to repair individual slabs of concrete throughout the City of Medina. We are asking for \$325,000 to complete the project. This will be done this summer. The roll was called and Ordinance/Resolution No. 061-16 passed by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

**Ord. 62-16:**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the West Smith Road Construction Project.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 062-16, seconded by Mr. Simpson. Mr. Patton stated this is Phase 1 of the West Smith Project, we completed Phase 2 two years ago ahead of Phase 1. This project will stretch from railroad crossing where we ended the last project near Medina Supply heading east to a couple hundred feet past State Road. It is estimated to cost \$3.6 million dollars and we have two grants helping defer some cost. One is a federal grant in the amount of \$742,500 and the other is a State grant of \$406,000. The roll was called and Ordinance/Resolution No. 062-16 passed by the yea votes of J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

**Ord. 63-16:**

**An Ordinance to clarify and unify the Codified Ordinances of the City of Medina, Ohio by amending the following sections of Part 11- Planning and Zoning Code. Sections 1121.04, 1123.04, 1125.04, 1127.04, 1133.04, 1135.04, 1137.04, 1147.14(c), 1147.14(f), 1113.05(m), and 1153.04(a).** Mr. Shields moved for the adoption of Ordinance/Resolution No. 063-16, seconded by Mr. Simpson. Mr. Mendel stated this is related to Planning Commission recommendation from the January 14<sup>th</sup> 2016 meeting. This group of amendments is really just housekeeping effort. Some of these had been overlooked or had incorrect terminology. The roll was called and

Ordinance/Resolution No. 063-16 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Ord. 64-16:**

**An Ordinance amending Ordinance No. 12-15, passed January 26<sup>th</sup>, 2015, relative to the Lease Agreement with the Friends of the Cemetery, for the use of the Amos Mears Memorial Building at Spring Grove Cemetery.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 064-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 064-16, seconded by Mr. Simpson. Mr. Huber stated we have a lease with the Friends of the Cemetery to use and lease space in the Amos Mears Building. There is a clause in the original lease agreement that requires them to indemnify us for the negligence of our own employees, and there is no good reason to have that clause in the original lease agreement. It caused a problem for the Friends of the Cemetery with respect to securing their own liability insurance coverage and as a consequence their attorney Ian Haberman who represents them recommended to take that clause out. 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. 064-16 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson, J. Coyne, and B. Hilberg.

**Res. 65-16:**

**A Resolution accepting the donation of proceeds raised by the sale of pavers at Bicentennial Commons, and to credit the funds to go towards the 2018 Bicentennial Celebration.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 065-16, seconded by Mr. Simpson. Mr. Wehrley the Parks Dept. has received a number of inquiries regarding purchasing additional bricks and this resolution will authorize a third round of sales with all the proceeds going to the Bicentennial Committee to help fund events for the 2018 Bicentennial. The roll was called and Ordinance/Resolution No. 065-16 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, and B. Lamb.

**Res. 66-16:**

**A Resolution supporting the application by the Ohio Department of Transportation (ODOT) District 3 to the Ohio Transportation Review Advisory Council (TRAC) for funding for the reconstruction and widening of SR 18 from Alber Drive in Medina City to Nettleton Road in Medina and Montville Townships.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 066-16, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 066-16, seconded by Mr. Simpson. Mr. Patton stated that ODOT is currently developing this project and they have secured funds for the engineering and the engineering is well underway. The project starts in the City of Medina. This has been discussed in committee and we are recommending a commitment of \$250,000 from the city for this project. This money won't be due until the project gets started and that looks to be about 4 years away. Emergency is requested because this next application is due at the end of this month. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 066-16 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, B.

Hilberg, M. Kolesar, B. Lamb and P. Rose.

**Council Comments:**

Mr. Kolesar urged residents to take the time to mow your grass to a decent level, it not only keeps the neighborhood beautiful but it also keeps the Service Dept. dealing with bigger and more demanding things rather than trying to keep up with property maintenance. Please keep clippings off the street we don't want it in the catch basins and eventually clogs up our storm water system and depletes the water quality in our creeks and rivers.

Mr. Lamb stated as part of a Rocky River Water Shed Program, Community Development Director Jonathan Mendel gave an interesting and informative talk in the pouring down rain about the beautiful restoration that was completed in Champion Creek.

Mr. Simpson spoke to Mr. Trojack and expressed that he was happy his outcome was a positive one. The quick response was definitely beneficial congratulations.

**Adjournment:**

There being no further business before Council, the meeting adjourned at 7:58 p.m.

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Kathy Patton, CMC - Clerk of Council

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John M. Coyne, President of Council

ORDINANCE NO. 67-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HOME WRITTEN AGREEMENT WITH BRIAN AND KATIE TAYLOR, 427 S. PROSPECT STREET, FOR PRIVATE OWNER REHABILITATION ASSISTANCE TO THE OWNER UTILIZING HOME FUNDS MADE AVAILABLE THROUGH THE PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is authorized and directed to enter into a Home Written Agreement with Brian and Katie Taylor, 427 S. Prospect Street, for Private Owner Rehabilitation Assistance to the Owner utilizing HOME funds made available through the PY 14 Community Housing Impact and Preservation Program.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That a copy of the Home Written Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 4: That the funds to cover this agreement in the amount of \$32,945.00 to be paid to the Contractor Jenmet Construction LLC are available in Account No. 139-0404-52215, Project #AC-14-13.

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

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason work cannot begin until this agreement is signed; 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

ORD 67-16  
Exh. A

## CITY OF MEDINA

(in partnership with the Cities of Brunswick & Wadsworth)

### COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (PY 2014 CHIP)

#### HOME WRITTEN AGREEMENT

PRIVATE OWNER REHAB ASSISTANCE

NOTICE TO HOMEOWNER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a partially forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT made and entered into by and between CITY OF MEDINA (hereinafter referred to as "CITY") and Brian R. Taylor and Katie Taylor, (hereinafter referred to as "OWNER") for Private Owner Rehabilitation Assistance to the OWNER utilizing HOME Funds made available through a Community Housing Impact and Preservation ("CHIP") Grant obtained by City of Medina from the Ohio Development Services Agency, Office of Community Development for the residence at 427 S. Prospect Street, Medina, Ohio.

OWNER attests and the CITY has verified that the OWNER qualifies as a low-income individual or household as defined by the HOME Program. "Low-income" is defined as an individual or household whose total income does not exceed 80% of the Area Median Income (AMI) as defined by HUD.

The County Auditor has valued the property at \$ 89,910.00. The after rehab value of the home will not exceed \$157,000 which is 95% of the maximum purchase price for assistance;

OWNER certifies that the residence at 427 S. Prospect Street, Medina, Ohio is OWNER's principal place of residence.

OWNER desires to rehabilitate, renovate, reduce lead-based paint hazards and improve the aforesaid premises. Pursuant to the HOME Program rules, the property that is the subject of this Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements.

OWNER understands that the purpose of the Private Owner Rehabilitation Program is to correct basic building code violations, health and safety issues including lead based paint hazards for qualified homeowners with household incomes at or below 80% of median income in City of Medina. Only single-family, owner-occupied housing units within the City's service area for the grant funds are eligible for this program.

The CITY will provide Private Owner Rehabilitation Assistance to OWNER in the form of a 5 year deferred, partially forgivable loan. The principal amount of the loan shall be reduced over the first five years by seventeen percent (17%) of the original principal balance of the Loan for each year the loan is outstanding. The interest rate for this loan is zero percent (0%). **No payment will be required so long as the applicant continues to live in and own the home.** The loan will be secured by a mortgage and promissory note with a declining repayment agreement. Should OWNER no longer reside in the home, the amount remaining due on the mortgage will be due and payable to City of Medina, the City of Brunswick or the City of Wadsworth (as identified on the executed mortgage).

This Agreement shall remain in force until satisfied as long as the home remains the principal residence of the OWNER. Should the OWNER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the OWNER will be required to repay any amount that has not yet been forgiven as set forth in the Agreement, as of the day the home is no longer the principal place of residence of the OWNER.

OWNER(s) hereby agrees to the following terms and conditions in order to receive housing rehabilitation assistance.

1. Inspection. OWNER will allow inspection of the property by City of Medina, its designee and/or CHIP Program Staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed rehabilitation work during normal business hours.

Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.

2. Competitive Bidding. OWNER has worked with City of Medina, its designee and/or CHIP Program Staff to seek competitive bids on OWNER's behalf from qualified contractors for all the rehabilitation work. Bids will be requested according to the procedures established by City of Medina, its designee and/or CHIP Program Staff and in accordance with federal, state and local laws.
3. Agreement with Contractor. OWNER agrees to enter into a Contract with the lowest and best bidder, normally to the low bidder. OWNER understands that OWNER may reject, in writing the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner, or who has not visited my house, before preparing the bid.
4. Property Standards. Pursuant to HOME Program rules, as stated above, the property that is the subject of the Agreement must meet the Ohio Development Services Agency, Office of Community Development Residential Rehabilitation Standards and all local code requirements upon completion of the work funded by the CHIP Program's Private Owner Rehabilitation Program.
4. Homeowner Modifications. OWNER agrees not to make any changes to the home that will affect the estimate of repairs i.e. removing kitchen cabinets, removing carpeting, removing walls, etc. Doing so may result in denial of assistance.

5. Side Agreements. OWNER will refrain from making side agreements with the contractor for work not included in OWNER's Agreement with the Contractor, or not included in any written Change Orders approved by City of Medina, its designee and/or CHIP Program Staff until all work under the Contract is satisfactory and closing inspections are completed. City of Medina, its designee and/or CHIP Program Staff assumes no responsibility for the cost or quality of work not covered by the Agreement or approved by Change Orders.
6. Access. OWNER agrees to provide access to the contractor and subcontractors awarded the bid between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (unless otherwise agreed to by the parties at the preconstruction meeting) in order to facilitate timely completion of the project.
6. Conflict of Interest. OWNER will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. OWNER will not allow any member of the United States Congress or State government, elected official of the CITY or City of Medina employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
7. Non-Discrimination. OWNER will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
8. Maintenance of the Property. OWNER will make every reasonable effort to keep the property in safe, sound and habitable condition following completion of the rehabilitation work through the affordability period.
9. Hazard Insurance. OWNER will at all times during the duration of this Agreement maintain a valid and current insurance policy on the property rehabilitated in an amount based on its value after rehabilitation. Such insurance must be maintained throughout the term of the loan and shall carry an endorsement to the CITY.
10. Loan Subordination. OWNER agrees that the property is not available as a source of collateral for future loans when such loans require subordination of the CITY's loan. The CITY may subordinate its loan if, in its judgment, it is in the best interests of both the CITY and the OWNER and approved in writing.
11. Loan Repayment. OWNER agrees to execute a Promissory Note, Declining Payment Agreement and Mortgage. The specific terms governing the loan are contained in the Promissory Note, Declining Payment Agreement and the Truth-in-Lending Statement. OWNER understands that the terms of the loan include a declining repayment agreement with a 15% payback after the affordability period.
12. Right to Financial Privacy. The Federal Financial Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the CITY must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Development Services Agency (ODSA) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a

monitoring visit) without the prior written consent of the client. Financial records involving my transaction will be available to ODSA and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to Release Information.

[Signature]  
Owner

4/21/16  
Date

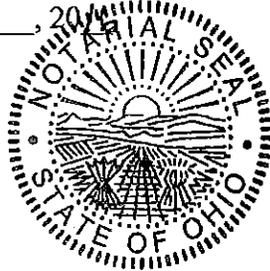
Katie Taylor  
Owner

4/21/16  
Date

State of Ohio: ) SS:  
County of Sandusky )

Before me, a Notary Public for the State of Ohio, appeared the above named Brian & Katie Taylor who acknowledged and signed the foregoing instrument and their signing was their free act.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this 21 day of April, 2016.



[Signature]  
Notary Public

CITY OF MEDINA

\_\_\_\_\_  
City of Medina

\_\_\_\_\_  
Date

State of Ohio: ) SS:  
County of \_\_\_\_\_ )

Before me, a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_ who acknowledged and signed the foregoing instrument and their signing was their free act.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. 68-16**

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, IN CONNECTION WITH THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The City of Medina, Ohio intends to apply to the Ohio Department of Development for funding under the Small Cities Community Development Block Grant Program, a federally-funded program administered by the State of Ohio in the amount of \$75,000.00 for the FY2016.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance with the Ohio Development Services Agency, Office of Housing and Community Development, for the Small Cities Community Development Block Grant Program for the fiscal year 2016 with the funds to be used as follows:

PY15 CDBG Allocation Grant

Activity No. 1	Public Transit Subsidy	\$11,200
Activity No. 2	Code Enforcement	\$10,000
Activity No. 3	Home Repair	\$46,300
Activity No. 5	Fair Housing	\$ 2,000
Activity No. 6	Administration	<u>\$ 5,000</u>
		\$75,000

**SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and enter into an agreement with the Ohio Department of Development Office of Housing and Community Partnerships for its implementation and administration.

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

**SEC. 4:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to apply for said grant before the deadline of June 17, 2016; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 69-16**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MEDINA, OHIO AND THE MEDINA COUNTY FAIR HOUSING OFFICE FOR PROFESSIONAL SERVICES REQUIRED TO IMPLEMENT A FAIR HOUSING SERVICES PROGRAM FOR THE PY15 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement between the City of Medina, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the PY15 Community Development Block Grant Program, Agreement No. A-F-15-2CN-1.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the contract amount of \$2,500.00 is available in Account No. 125-0455-52215.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; 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**

PROFESSIONAL SERVICES AGREEMENT

ORD. 69-16  
EXH. A

BETWEEN

THE CITY OF MEDINA, OHIO

AND

MEDINA COUNTY FAIR HOUSING OFFICE FOR  
FAIR HOUSING SERVICES

**An Agreement between the City of Medina, hereinafter the "City", and the Medina County Fair Housing Office hereinafter the "MCFHO", for professional services required to implement a Fair Housing Services Program.**

This is an Agreement made as of September 1, 2015 between City of Medina ("CITY"), 132 Elmwood Ave., Medina, Ohio 44256, and the Medina County Fair Housing Office ("MCFHO"), 144 North Broadway, Medina, Ohio 44256 and is contingent upon an executed grant agreement between the City of Medina and the State of Ohio.

WHEREAS: The City has entered into an Agreement with the Development Services Agency under the Community Development Block Grant Program, Agreement No, A-F-15-2CN-1 and;

WHEREAS: The City is required to develop and implement a program to further the requirements of Title VIII of the Civil Rights Act of 1968 and the requirements of the Housing and Community Development Act of 1974; and

WHEREAS: The MCFHO has demonstrated the capacity to provide such services,

NOW, THEREFORE: The City and MCFHO, in consideration of their mutual covenants herein agree in respect to the performance of professional and technical services by the MCFHO and payment of said services by the City as set forth below.

SECTION 1 — BASIC SERVICES

1.1 General

The MCFHO shall consult with the City to develop and implement a program to assure that the objectives of the Housing and Community Development Act of 1974 and the

Civil Rights Act of 1968 are met and to further the objectives of the Ohio Civil Rights Act, Ohio Revised Code Chapter 4112.

- 1.2 The MCFHO shall perform for the City a Fair Housing Program Plan. Said Program Plan shall meet requirements set forth by -the City, in the FY 2015 Community Development Block Grant Program Application.
- 1.3 The MCFHO shall act as the City's representative on all matters related to Fair Housing efforts as directed by the City.
- 1.4 The MCFHO shall advise the City of all program requirements related to Fair Housing efforts necessary to satisfy requirements outlined by the Development Services Agency, Office of Community Development.
- 1.5 The MCFHO shall perform all elements of the Fair Housing Services Program as described in said application.
- 1.6 The MCFHO will continue: 1) Provide intake of fair housing complaints and follow-up service; 2) review existing fair housing ordinance for appropriate current language; 3) to conduct educational seminars and programs informing citizens of their rights and responsibilities under Title VIII of the Civil Rights Act of 1968 and to carry out such other activities as it deems appropriate to further fair housing; 4) to develop and distribute fair housing information and materials to residents and civic groups or schools consistent with Community Housing impact and Preservation Program application "Fair Housing Program," copy attached.

## SECTION 2 - BOARD OF CONTROL RESPONSIBILITIES

- 2.1 The City shall provide all criteria and full information as to the City's requirements for the Program.
- 2.2 The City shall designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instruction, receive information; interpret and define the City's policies and decisions with respect to the services called for in the Agreement.
- 2.3 The City shall give prompt written notice to the MCFHO whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the MCFHO's performance of service.

## SECTION 3 - PERIOD OF SERVICE

- 3.1 The provisions of this section and the rates of compensation for the MCFHO's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the program.

- 3.2 After acceptance by the City of the Fair Housing Program indicating any specific modifications or changes in the extent of the Program desired by the City, and upon written authorization from the City, the MCFHO shall proceed with the performance of the services called for in the FY 2015 Fair Housing Section of the Community Development Block Grant Program Application, as supplemented by the Program Plan.
- 3.3 This Agreement shall be effective on September 1, 2015 and shall terminate on February 28, 2017, unless it is agreed in writing to extend said Agreement beyond such date by amendment by all parties hereto.
- 3.4 Changes
- The City may, from time to time, request changes in the scope of the services of MCFHO to be performed hereunder. Such changes, including any increase or decrease in the amount of MCFHO's compensation, which are mutually agreed upon between the City and MCFHO, shall be incorporated in written amendment to this Contract.
- 3.5 It is specifically agreed as between the parties that this agreement is being signed in May of 2016 but is deemed effective as of September 1, 2015.

#### SECTION 4 – PAYMENTS

- 4.1 For basic services of the MCFHO, the City shall pay a lump sum fee of Two Thousand Five Hundred Dollars (\$2,500.00) as follows:
- Each payment shall be made upon submission, review and approval of a report of activities for the preceding period describing the services and activities of the MCFHO including the number of complaints received, type of complaint, and status. Said report of activities shall be prepared and submitted by the MCFHO along with the sign in sheets for each meeting to the City and shall be accompanied by an update to the current Analysis of impediments, and previous year's Action Plan and Annual Evaluation of Outcomes and Results, along with an application for payment in such form as described by the City.
- 4.2 In the event of termination by the City in accordance with provisions of this Agreement and exhibits, the MCFHO shall submit an application for payment and report of activities along with any sign-in sheets for meetings held for the period to the effective date of termination and payment shall be made on a pro-rated basis for all such days services were rendered and payment shall constitute payment in full for all services rendered under this Agreement.

#### SECTION 5 - GENERAL CONSIDERATION

- 5.1 Termination

If, through any cause, the MCFHO shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the MCFHO shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the MCFHO of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the MCFHO under this contract shall, at the option of the City, become its property and the MCFHO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the MCFHO shall not be relieved of liability to the City for damages sustained by the City, by virtue of any breach of the contract by the MCFHO, and the City may withhold any payments to the MCFHO for purposes of set-off until such time as the exact amount of damages due the City from the MCFHO is determined.

## 5.2 Termination for Convenience of the City

The City may terminate this Contract at any time giving at least ten (10) days notice in writing to MCFHO. If the contract is terminated by the City as provided herein, MCFHO will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of MCFHO, Paragraph 1 hereof relative to termination shall apply.

## 5.3 Prohibitions of Kickbacks

The MCFHO nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the MCFHO for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

The MCFHO and the City each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement. Neither the City nor the MCFHO shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

#### 5.4 Personnel

- a. MCFHO represents that it has, or will secure at its expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by MCFHO or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

#### 5.5 Reports and Information

MCFHO, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

#### 5.6 Records and Audits

MCFHO shall maintain accounts and records, including personnel, property, -and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

#### 5.7 Findings Confidential

All of the reports, information, data, etc., prepared or assembled by MCFHO under this Contract are confidential and MCFHO agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

#### 5.8 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of MCFHO.

5.9 Compliance with Local Laws

MCFHO shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and MCFHO shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5.10 Equal Employment Opportunity

During the performance of this Contract, MCFHO agrees as follows:

- a. MCFHO will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. MCFHO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MCFHO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provision of this non-discrimination clause.
- b. MCFHO will, in all solicitation or advertisements for employees placed by or on behalf of MCFHO, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- c. MCFHO will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. MCFHO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. MCFHO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of MCFHO's noncompliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may

be canceled, terminated, or suspended in whole or in part and MCFHO may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. MCFHO will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. MCFHO will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event MCFHO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, MCFHO may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Section 109 of The Housing and Community Development Act, As Amended

No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 241 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. MCFHO will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. MCFHO will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. MCFHO will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### SECTION 6 - SPECIAL PROVISIONS, EXHIBITS, SCHEDULES AND ATTACHMENTS

6.1 The following Exhibit is attached to and made part of this Agreement.

Exhibit A Fair Housing Section of the FY 2015 Community Development Block Grant Program Application.

6.2 This Agreement, together with the Exhibits and Schedules identified above, constitutes the entire Agreement between the City and the MCFHO and supersedes all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly written instrument.

#### SECTION 7 — NOTICE

All notices which either party have to or may give shall be addressed, in the case of the City, as follows:

City of Medina  
Attn: Dennis Hanwell, Mayor  
132 North Elmwood Ave.  
Medina, Ohio 44256

And in the case of the Consultant, as follows:

Medina County Fair Housing Office  
Attn: Susan Hirsch  
144 North Broadway  
Medina, Ohio 44256

CITY OF MEDINA

Witness:

By: \_\_\_\_\_  
Dennis Hanwell, Mayor

\_\_\_\_\_

THE MEDINA COUNTY FAIR HOUSING OFFICE

Witness:

By: \_\_\_\_\_  
Adam Friedrich, President  
Board of Medina County Commissioners

\_\_\_\_\_ *Margaret L. Folk*

Date: 10 MAY 16

APPROVED AS TO FORM:

\_\_\_\_\_  
City Law Director

**RESOLUTION NO. 70-16**

**A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF MEDINA ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS STORMWATER/STREET FUND 108 FOR THE RYAN ROAD RECONSTRUCTION PROJECT, WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO ON THE BEHALF OF THE STATE OF OHIO THAT:**

**SEC. 1:** The City of Medina reasonably expects to receive a reimbursement for the project named the Ryan Road Reconstruction Project as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

**SEC. 2:** The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$364,000.00.

**SEC. 3:** The Clerk of the City of Medina is hereby directed to file a copy of this Resolution with the City of Medina for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

**SEC. 4:** The City of Medina finds and determines that all formal actions of this city concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Medina and that all deliberations of this city and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SEC. 5:** That this Resolution shall be in full force and effect from and immediately upon its adoption.

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

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

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

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

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

Resolution adopted: \_\_\_\_\_, 2016

The foregoing is a true and correct excerpt from the minutes of the meeting on \_\_\_\_\_, 2016 of the City of Medina of Medina County showing the adoption of the Resolution hereinabove set forth.

Clerk of Council, \_\_\_\_\_  
City of Medina, Ohio  
Kathy Patton

**RESOLUTION NO. 71-16**

**A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF MEDINA ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS ISSUE 2 PROJECTS FUND 380 FOR THE WADSWORTH ROAD WATER LINE, PHASE 1 PROJECT, WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO ON THE BEHALF OF THE STATE OF OHIO THAT:**

- SEC. 1:** The City of Medina reasonably expects to receive a reimbursement for the project named the Wadsworth Road Water Line, Phase 1 Project as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- SEC. 2:** The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$250,000.00.
- SEC. 3:** The Clerk of the City of Medina is hereby directed to file a copy of this Resolution with the City of Medina for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.
- SEC. 4:** The City of Medina finds and determines that all formal actions of this city concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Medina and that all deliberations of this city and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
- SEC. 5:** That this Resolution shall be in full force and effect from and immediately upon its adoption.

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

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

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

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

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

Resolution adopted: \_\_\_\_\_, 2016

The foregoing is a true and correct excerpt from the minutes of the meeting on \_\_\_\_\_, 2016 of the City of Medina of Medina County showing the adoption of the Resolution hereinabove set forth.

Clerk of Council, \_\_\_\_\_  
Kathy Patton  
City of Medina

**RESOLUTION NO. 72-16****A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT), AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

**SEC. 1:** That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-27 and agrees:

- 1) To purchase an estimated salt tonnage of 3,000 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road  
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 3,000 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

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

**SEC. 3:** That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

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

**SEC. 5:** 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 that the contract is due by May 27, 2016; wherefore, 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**

RESOLUTION NO. 72-16

Exh. A

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT

WHEREAS, the City of Medina, Medina County, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
d. The Political Subdivision hereby requests through this participation agreement a total of 3,000 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date
Dennis Hanwell, Mayor

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date
John M. Coyne, III, President of Council

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date
Attest - Clerk of Council

**ORDINANCE NO. 73-16**

**AN ORDINANCE AMENDING SECTIONS 31.05 AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE WATER DEPARTMENT AND ACCEPTING THE NEW JOB DESCRIPTION OF WATER TECHNICIAN.**

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

**WATER DEPARTMENT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Water Superintendent	16 A-F	Classified
1	Water Operations Foreman	37 A-F	Classified
1	Backflow Coordinator*	36 A-F	Classified
2	Operations Technician	35 A-F per contract	Classified
2	Motor Equipment Operators	34 A-F per contract	Classified
1	Systems Testing Technician	33 A-F per contract	Classified
3	Meter Service Technicians	32 A-F per contract	Classified
1	Laborer	31 A-F per contract	Classified

\*That Robert Depew (Backflow Coordinator) shall continue to be paid \$24.85 per hour until the hourly pay grade 36F catches up.  
Ord. 154-02, 81-09, 75-11

**WHEREAS:** Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows relative to Utilities:

<u>Utilities</u>	
Meter Service Technician	505
Water Superintendent	550
Water Operations Foreman	540
Backflow Coordinator	535
Operations Technician	530
Systems Testing Technician	525

(Ord. 154-02, 81-09)

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

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

**WATER DEPARTMENT**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
---------------	-----------------------	-------------------------	---------------------------

1	Water Superintendent	16 A-F	Classified
1	Water Operations Foreman	37 A-F	Classified
1	Backflow Coordinator*	36 A-F	Classified
2	Operations Technician	35 A-F per contract	Classified
2	Motor Equipment Operators	34 A-F per contract	Classified
1	Systems Testing Technician	33 A-F per contract	Classified
—3 2	Meter Service Technicians	32 A-F per contract	Classified
1	Water Technician	32 A-F per contract	Classified
1	Laborer	31 A-F per contract	Classified

\*That Robert Depew (Backflow Coordinator) shall continue to be paid \$24.85 per hour until the hourly pay grade 36F catches up.  
Ord. 154-02, 81-09, 75-11, 73-16

**SEC. 2:** That Section 31.07.7 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read in part as follows relative to Utilities:

Utilities

Meter Service Technician	505
<b>Water Technician</b>	<b>510</b>
Water Superintendent	550
Water Operations Foreman	540
Backflow Coordinator	535
Operations Technician	530
Systems Testing Technician	525
(Ord. 154-02, 81-09, 73-16)	

**SEC. 3:** That in accordance with Section 31.07, the job description for Water Technician is hereby accepted and approved.

**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

Effective date:

PROPOSED

**THE CITY OF MEDINA  
JOB DESCRIPTION****TITLE:** Water Technician**REPORTS TO:** Water Operations Foreman**DEPARTMENT/DIVISION:** Water**CIVIL SERVICES STATUS:** Classified**JOB STATUS:** Full-time**EXEMPT STATUS:** Non-exempt

**CLASSIFICATION FEATURES:** Under the direct supervision of the Water Operations Foreman, employees in this classification are responsible for the safe and efficient operation of a variety of equipment and vehicles, and for performing skilled to semi-skilled maintenance and repairs in Water Distribution and Maintenance, meter installation, reading, and repair, as well as Water Operations monitoring, testing, and grounds/building maintenance. Employees in this classification will participate as part of various crews engaged in any Water department operation as directed.

**ESSENTIAL JOB FUNCTIONS:**

Locate and mark City lines for O.U.P.S. purposes;

Assists in water main or hydrant repair;

Perform bacterial and chlorine tests on water mains and services;

Read and maintain water meters;

Performs special readings as required; shuts off and turns on water service to properties;

Locates, paints and adjusts curb/valve boxes as necessary;

Operates equipment, works in repair shop, or works as laborer or semiskilled laborer as needed;

Monitor Distribution System via SCADA computer;

Maintain buildings/grounds of Water Department facilities;

Assists in snow removal as required;

Maintains regular and consistent attendance;

Must be on an active stand-by list and participate in overtime and call outs as department necessitates.

## PROPOSED

**EDUCATION, TRAINING AND EXPERIENCE:**

High school diploma or GED

Work experience providing knowledge of water utility operations or the equivalent or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

**Licenses:**

Valid commercial driver's license (Class B minimum) issued by the State of Ohio at time of employment or within one year after hire, and must remain insurable under the City of Medina's vehicle insurance plan

Water Distribution Class I license at the time of employment or within one year after employment is required.

**QUALIFICATIONS:****Knowledge of:**

- Geography and street locations of the City;
- Computerized water system equipment;
- Basic computer skills for data entry and report generation;
- Basic building and grounds maintenance, tools, materials and supplies; and
- Traffic and safety regulations and accident prevention practices.

**Ability to:**

- Communicate effectively in writing or orally with co-workers, supervisors and the general public in person or over a telephone or radio;
- Write legibly;
- Make simple mathematical calculations rapidly and accurately;
- Learn SCADA system to ensure adequate water levels are available for fire protection at all times.
- Read and interpret engineering drawings to locate water lines, valves, curb boxes, storm lines, traffic loops, etc.
- Maintain good relationship with the City's citizens;
- Understand and follow complex oral and written instructions;
- Shovel and remove wet snow; and

PROPOSED

- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers.

**PHYSICAL DEMANDS:**

Strength and agility sufficient to walk for long periods of time as well as the ability to climb and descend stairs and climb into and operate motor vehicles and into and out of meter pits. This position also involves occasional standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching. **This position involves heavy physical labor under adverse weather conditions for extended periods of time.**

**ENVIRONMENTAL ELEMENTS:**

This position requires that the employee stand or walk during most of a scheduled shift with bending, stooping, squatting, climbing, twisting, and reaching involved. It includes working outside in all types of weather situations and interaction with the general public. The employee in this classification may be required to enter private dwellings unaccompanied.

**WORKING CONDITIONS:**

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

**EQUIPMENT USED:** Chain saws, jackhammers, backhoes, and other equipment and vehicles as assigned. Office equipment not limited to computer, telephone, calculator, copier, printer, fax machine. Handheld programmers/readers, mobile laptop reader.

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

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

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

**ORDINANCE NO. 74-16**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CIVIL SERVICE RULES AND REGULATIONS OF THE CITY OF MEDINA RELATIVE TO NOTIFICATION PROCEDURES FOR CANDIDATES OR EMPLOYEES, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 99-08, passed May 27, 2008, adopted revised Civil Service Rules and Regulations; and

**WHEREAS:** The Civil Service Commission respectfully requests City Council to consider and accept several revisions to the Medina Civil Service Rules pertaining to procedures to follow when notifying candidates or employees, through the mail, to include courier service.

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

**SEC. 1:** That various sections of the Civil Service Rules and Regulations are hereby amended as set forth in the attachment marked Exhibit A, attached hereto, and incorporated herein.

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

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to proceed to start preparing for a patrol officer test; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

5. That the applicant has been convicted of a crime or has been guilty of disgraceful conduct or has been dismissed from employment for flagrant delinquency or misconduct.
6. That the applicant was previously in the classified service or the unclassified service and was removed for cause or did not resign in good standing.
7. That the applicant is applying for a classified position in the Division of Police and is not a United States citizen or has not legally declared the intention of becoming a United States citizen. The applicant must, however, be a United States citizen in the event the applicant is appointed to a classified position in the Division of Police.

In addition, applications may be rejected for any just or reasonable cause that is job-related, and not discriminatory, as determined by the Commission.

Upon rejecting any application, the Commission shall promptly notify the applicant of the reason for the rejection by certified mail (return receipt requested) or personal delivery or Fed-Ex (with signature requested) or substantially similar commercial mailing system. The applicant may, within seven (7) calendar days after issuance of the notice, file a written complaint against such rejection. The Commission will not hear complaints that contest the qualifications established by the Commission. If a complaint from a rejection is pending at the time an examination is scheduled to be held, the applicant shall be allowed to take the examination pending decision in such inquiry. If the Commission finds the rejection justified, the examination paper shall not be graded.

(F) Accommodation

The examination announcement will advise potential applicants as to the procedures by which a potential applicant may request reasonable accommodation in order to participate in the application process and/or examination process.

(E) Change of Address

Each person on an eligible list shall file with the Commission a written notice of any change of address, and failure to do so may be considered sufficient reason for not certifying the eligible's name to the appointing authorities for consideration for appointment.

(F) Investigation and Disqualification of Eligibles

Upon the establishment of an eligible list, and except as otherwise prohibited by law, the Commission may conduct or authorize an investigation as to whether the eligibles possess the necessary standards of fitness, physical attributes, mental soundness, or other qualifications required to perform the duties and responsibilities of the position sought. The eligibles may be investigated before certification.

The investigation may include physical fitness examination, medical examination, psychological and/or psychiatric examination, polygraph examination, background investigation, personal interview, drug testing, or any other method necessary to ascertain the applicant's qualifications and abilities, as determined by the Commission.

If an eligible is found during the investigation to be unqualified or unsuitable for the position, the Commission shall remove the person's name from the eligible list. If the Commission removes a name from an eligible list, the person shall be promptly notified by certified mail (return receipt requested) or personal service or Fed-Ex (with signature requested) or other substantially, similar, commercial mailing system of the removal and advised that an appeal may be filed within seven (7) calendar days after issuance of the notice; however, no appeal may be made for reinstatement to an eligible list that has expired or been revoked.

The Commission may reinstate the person to the eligible list upon a showing of just cause. The Commission may dismiss the appeal if the person does not appear at the scheduled hearing. If testimony is heard concerning the appeal, the Commission shall have the witnesses placed under oath or affirmation of truthfulness, shall permit cross-examination, and shall announce its conclusions of fact.

Where the Commission is unable for practical or legal reasons to conduct examinations to determine whether applicants have medical or psychiatric conditions that would prevent satisfactory performance of all essential functions of the position, the Commission's certification of an eligible shall not signify that the person meets all requirements for the position relating to physical and psychological abilities.

(G) Revocation of List

An eligible list may be revoked and another examination ordered when the Commission deems revocation to be advisable for reasons of errors, fraud, or obviously inappropriate standards prescribed in connection with any examination. All eligible applicants in the

person's name; however, if a person is certified when more than one (1) position is to be filled, that person shall remain eligible through up to five (5) appointments from that particular certified list. If fewer than five (5) appointments are made from that certified list, the person shall be eligible for future certification until the person has been considered for appointment five (5) times.

(C) Names Not to Be Certified for Appointment

The name of any person appearing on an eligible list who:

1. fails to report or arrange within seven (7) calendar days for an interview with the appointing authority;
2. fails to respond to a notice from the Commission within seven (7) calendar days;
3. declines an appointment without reasons satisfactory to the Commission; or
4. cannot be located by the postal authorities

shall not thereafter be certified to any appointing authority as eligible for appointment unless a thoroughly satisfactory explanation of the circumstances is made to the Commission. A person removed from eligibility in this manner shall be notified by written notice sent by certified mail (return receipt requested), personal service, or Fed-Ex (with signature required) or other substantially, similar, commercial mailing system to the last address provided by the applicant. Where an eligible person's name appears on more than one (1) list, appointment to a position in one (1) class shall be considered a waiver for appointment from other eligible lists for classes of equal or lower salary.

(D) Objection by Appointing Authority

When an objection is made by an appointing authority that any person certified:

1. is unable to perform the essential functions of the position;
2. is currently a user of drugs of abuse;
3. has been guilty of infamous or notoriously disgraceful conduct;
4. has been convicted of a felony or of a misdemeanor involving moral turpitude or moral delinquency;
5. has been dismissed from a position in the civil service and removed for cause or did not resign in good standing;
6. has made a false statement of any material fact or practiced or attempted to practice any deception or fraud in an application or examination concerning employment by the City or the City Schools;
7. has a record of excessive traffic citations and/or chargeable accidents, and the position the individual is applying for requires driving; or
8. is unable to meet the Commission's qualification standards

the Commission shall, if such objection is shown to be well taken, vote to strike the name of such person from the eligible list and certify another name. Before striking the name of such person from the eligible list and/or certifying another name, the Commission shall

notify such person by certified mail (return receipt requested), or by personal service, or by Fed-Ex (with signature required) or other substantially similar commercial mailing system. The applicant may appeal such objection to the Commission within seven (7) calendar days after issuance of notification. If the person fails to appear for the hearing, or upon being heard, fails to show just cause why the Commission should reinstate the person's name to the eligible list, removal will stand and another name will be certified.

(E) Appointment from Certified List

Upon receipt from the Commission of a certified list of eligibles for appointment to a position, the appointing authority shall fill such position by appointment of one (1) of the five (5) persons certified. The appointing authority shall promptly report to the Commission the name of the appointee, the title of the position, the duties and responsibilities of the position, the salary or compensation of the position, and such other information as the Commission may require in order to keep its roster.

(F) Waiver of Certification

An eligible may waive certification by written notification to the Commission. A waiver of certification shall remain in effect until withdrawn in writing, at which time the eligible is reinstated to the position originally held on the eligible list. A waiver may not exceed six (6) months, and may not be used more than two (2) times. After two (2) waivers, or after six (6) months have passed on a waiver, the eligible's name shall be removed from the eligible list. Whenever one (1) or more of the eligibles who have been certified waive certification or fail to respond to notice of certification, the Commission shall supplement the certification from the eligible list by an equal number of additional names.

(G) Rejection of Appointment

An eligible who has declined appointment to a permanent position shall be removed from the eligible list and shall not thereafter be certified for the same position from that eligible list, unless a reason for declining the appointment is approved as satisfactory by the Commission.

(H) Promotional Appointments

The appointing authority of the department in which a vacancy is to be filled by promotion shall notify the Commission of the fact. If there is an eligible list for such position, the Commission shall immediately certify to the appointing authority the names of the three (3) persons standing highest on such list. The number to be certified shall be determined in the following manner:

1. For 1 through 4 vacancies, add 2 names to the number of vacancies.
2. For 5 through 8 vacancies, add 4 names to the number of vacancies.

A laid-off employee in the classified service has the right to displace the employee with the least seniority points in a lower classification in the same classification series. A classification series is any group of classification titles that have the identical name but different numerical designations. Any employee displaced by an employee shall have the right to displace another employee in a lower classification of the same classification series if the displacing employee has more seniority points. This procedure shall continue, if necessary, until the employee with the least seniority points in the lowest classification of the classification series of the same appointing authority has been reached and, if necessary, laid off.

Whenever it becomes necessary, due to lack of work or funds, to reduce the number of employees in a job classification in the Medina City Schools, the procedure accepted and adopted by the Medina City Board of Education through negotiations with OAPSE will be followed.

For purposes of this Rule IX, "lack of funds" means the appointing authority has a current or projected deficiency of funding to maintain current, or sustain projected, levels of staffing and operations. This Rule does not require any transfer of money between funds in order to offset a deficiency or projected deficiency of funding for programs funded by the federal government, special revenue accounts, or proprietary accounts. Whenever a program receives funding through a grant or similar mechanism, a lack of funds shall be presumed for the positions assigned to and the employees who work under the grant or similar mechanism if, for any reason, the funding is reduced or withdrawn.

(C) Seniority Points for Purposes of Layoffs

For purposes of layoff procedures, the Commission shall assign seniority points reflecting systematic consideration of seniority for all employees. Seniority points will be determined as follows:

1. Employees shall be assigned one (1) seniority point for each thirteen (13) weeks of continuous service with the appointing authority affected by the layoff. These seniority points shall be added to a base factor of one hundred (100) points, thus yielding total seniority points.

(D) Notification of Layoff, Displacement, and Recall

The appointing authority shall give advance written notice of a layoff to each employee to be laid off. The written notice shall be hand delivered to the employee (personal service) or sent by certified mail (return receipt requested), or delivered by Fed-Ex (with signature required) or other substantially, similar, commercial mailing system to the last address on file with the appointing authority. If hand delivered, such notice shall be given fourteen (14) calendar days before layoff, and the day of the hand delivery shall be the first day of the fourteen- (14) day period. If mailed, such notice shall be given

The Safety Director shall cause the Chief of Police and the affected employee to receive written notice of the judgment within the five- (5) day period. The Safety Director shall also forthwith advise, in writing, the Civil Service Commission of the action taken and the specific cause, and shall also forthwith advise the Finance Director in writing of the effective dates of suspension, reduction in grade, or dismissal.

The affected employee or the Chief of Police may file a written appeal with the Civil Service Commission within ten (10) calendar days of receipt of notification of the Safety Director's judgment, where the judgment involves a suspension of more than three (3) days, a reduction in grade, or dismissal. Suspensions of three (3) days or less shall not have the right of appeal.

(F) Notice

An employee will be deemed to have received a notice regarding a disciplinary order or decision on the earliest of the following dates: the date that the notice is delivered to the employee personally or delivered to the residence address last provided by the employee by Fed-Ex (with signature required) or other substantially similar commercial mailing system; or on the date that the notice or return receipt is signed for as certified mail directed to the residence address last provided by the employee; or three (3) calendar days (Sundays and federal holidays excepted) after the notice is placed in the United States mail directed to the residence address last provided by the employee. With the consent of the employee, a notice can be faxed to a number provided by the employee, which shall be considered as personal service. Records shall be kept of the manner of service, and any receipts of service shall also be kept.

When the Opinion and Official Entry has been written and signed by the members of the Commission or Trial Board, it shall be sent to the two (2) principal parties and their counsel by certified mail (return receipt requested) ~~or hand delivery~~ or by Fed-Ex (with signature required) or other substantially, similar, commercial mailing system, or by personal service. All other interested parties may be notified by regular mail or hand delivery.

(I) Disposition of Appeals

If the Commission determines that an appeal has not been timely filed or that jurisdiction is lacking for some other reason, the Commission's determination shall be noted in the minutes, and the Commission shall notify the employee and the appointing authority in the same manner as for an Opinion and Official Entry. These procedures shall also apply to any appeal that is dismissed at the request of the appellant or through resignation before the Commission's determination of the merits of the appeal.

Subject to certain restrictions, either the appointing authority, the officer, or the employee may appeal from the decision of the Commission or Trial Board to the Medina County Court of Common Pleas.

**GUIDELINES FOR APPEALS TO THE CIVIL SERVICE COMMISSION**

This summary is published by the Medina Civil Service Commission as a convenience to employees and others who may be interested in an overview of the appeal procedures. These Guidelines are intended to give an overview of the appeal procedures that apply to most appeal hearings; however, all procedures and situations are not necessarily addressed in these Guidelines. The law and regulations concerning appeals are contained in the Rules of the Medina Civil Service Commission and any operating procedures adopted by the Commission, along with the Medina Charter and any applicable statutes or constitutional provisions, not these Guidelines. If you need more detail about a procedure or if you have any questions about your appeal, you should contact the Commission or your legal counsel.

***Types of disciplinary action that can be appealed.***

An employee who has been discharged, demoted, or reduced in rank for disciplinary reasons or who has been suspended for more than three (3) days may file a written appeal with the Civil Service Commission.

***Time limits for filing an appeal.***

If a written appeal is not received by the Commission in time, the Commission cannot hear the appeal.

An employee's appeal from a disciplinary action must be received by the Civil Service Commission within ten (10) calendar days of the day that the employee is notified of the disciplinary decision. The employee is considered to have been notified of the disciplinary action on the earliest of the following: delivery of the notice to the employee personally or to the employee's residence address by Fed-Ex (with signature required) or other substantially, similar, commercial mailing system; the date that the notice is signed for as certified mail directed to the employee's residence address; or three (3) days (Sundays and federal holidays excepted) after the notice is placed in the United States mail, postage prepaid. For example, if a disciplinary notice is given to the employee at work and also mailed to the employee's home the same day, the ten (10) days will be counted from the day that the employee was given the notice personally, since that occurred first.

If the Commission's office is not open on the tenth (10<sup>th</sup>) day after notification, then an appeal received the next day that the Commission's office is open for business will be considered to have been filed on time. For example, if an employee received the disciplinary notice on a Monday, the appeal request must be received by the Commission no later than Thursday of the following week; if an employee received the disciplinary notice on a Wednesday, the appeal request must be received by the Commission no later than the Monday that falls twelve (12) days later, unless a City-recognized holiday intervenes.

**ORDINANCE NO. 75-16**

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

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

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

- \$100,000.00 from #574 MCRC Operating Fund to #575 MCRC Capital Fund

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

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

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

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

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

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

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

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

**ORDINANCE NO. 76-16**

**AN ORDINANCE AMENDING ORDINANCE NO. 165-15,  
PASSED DECEMBER 22, 2015. (Amendments to 2016 Budget)**

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

**SEC. 1:** That Ordinance No. 165-15, passed December 22, 2015, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
513-0708-53311 (Utility Billing CF Reduction)	10,000.00
514-0708-53311 (Utility Billing CF Reduction)	8,000.00

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

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

\* - new appropriation

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**ORDINANCE NO. 77-16**

**AN ORDINANCE AMENDING ORDINANCE NO. 62-16,  
PASSED MAY 9, 2016, RELATIVE TO BIDS FOR THE WEST  
SMITH ROAD RECONSTRUCTION PROJECT, TO ADD THE  
EMERGENCY CLAUSE.**

**WHEREAS:** Ordinance No. 62-16, passed May 9, 2016, authorized the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the West Smith Road Reconstruction Project; and

**WHEREAS:** That the Emergency Clause needs to be added to allow the project to be bid immediately due to a condensed timeline.

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

**SEC. 1:** That Ordinance No. 62-16, passed May 9, 2016 is hereby amended to include the emergency clause; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**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.

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

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

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

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

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