

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

June 22, 2015
Medina City Hall
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (June 8, 2015)

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. 79-15

An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances of the City of Medina, Ohio.

Ord. 80-15

An Ordinance amending the Pavilion rental fees for the Parks and Recreation Department.

Ord. 81-15

An Ordinance amending Ordinance No. 37-13, passed March 11, 2013 authorizing the increase of the expenditure to T & M Associates for the administration of the USEPA Brownfield Coalition Grant.

(emergency clause requested)

Ord. 82-15

An Ordinance authorizing the Mayor to accept one (1) easement necessary for the Ryan Road Sidewalk Project.

(emergency clause requested)

Ord. 83-15

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the installation of additional handicap parking at the Medina Community Recreation Center.

(emergency clause requested)

Res. 84-15

A Resolution to disapprove the Solid Waste Management Plan for the Medina County Solid Waste Management District.

Ord. 85-15

An Ordinance authorizing the Mayor to enter into an Agreement between the City of Medina, the City of Wadsworth, and the Medina County Solid Waste District, Medina County, Ohio for Single Stream Drop Off Recycling Services.
(emergency clause requested)

Ord. 86-15

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

Ord. 87-15

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

Ord. 88-15

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

Council comments.

Adjournment.

MEDINA CITY COUNCIL

June 8th, 2015

Opening:

Medina City Council met in regular, open session on Monday, June 8th, 2015. The meeting was called to order at 7:30 p.m. by Council President Pro-Tem Jim Shields who led the Pledge of Allegiance.

Roll Call:

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

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

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on May 26th, 2015, as prepared and presented by the Clerk be approved, seconded by Mr. Kolesar. The roll was called and the minutes were approved by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields, and D. Simpson.

Reports of Standing Committees:

Finance Committee: No Report

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

Requests for Council Action:

Finance Committee

15-104-6/8 – Budget Amendments

15-105-6/8 – Payment Over \$3,000 – Company Health Care at Medina Hospital

15-106-6/8 – Adopt Replacement Pages to Codified Ordinances

15-107-6/8 – Amend Uptown Park Gazebo / Pavilion Rental Fees

15-108-6/8 – Amend. Ord. 37-13 – Increase P.O. T&M Associates

15-109-6/8 – Bids, MCRC Handicap Parking

15-110-6/8 – Easement – Ryan Road Sidewalk Project

Reports of Municipal Officers:

Dennis Hanwell, Mayor, reported the following:

- 1) Healthy Strides - The walks will continue at various county parks with different health professional talks and walks on the second and fourth Saturday of each month starting April 11 and concluding Oct. 24. Good exercise, good information, and good way to see the many county parks and the amenities they have to offer. Walks and talks are both done in an hour, 9 a.m. to 10 a.m. Park locations will be on Healthy Medina Website- www.healthymedina.com or Medina County Parks website- www.medinacountyparks.com
- 2) Community Band Concerts - Started Friday, June 5 and each Friday night in June and July except Friday July 3rd. This concert will be Saturday, July 4th at 8:30 p.m. instead of Friday. Thanks to band and board members for keeping this tradition going. Concert starts at 8:30 p.m. Friday June 12th, concert will salute Flag Day.
- 3) Saturday, June 13, 11 a.m. - Army 240th Birthday and oath for new recruits on Public Square.
- 4) Weekend events on Square - Friday night band concert and Rally in Alley; Saturday - Kids Day of Safety and Play along with Farmer's Market; Saturday evening - ORMACO JAZZ concert. Working on issues of increased trash and restroom supplies as a result of increased use and crowds to our historic district. Many, many compliments on new restrooms and Bicentennial Park.
- 5) July 3rd Fireworks at dark from Medina High School; July 4th parade from Medina High School west lot to Public Square starts at 6 p.m. At 8:30 p.m. the Medina Community Band concert will be in honor of the late Mayor Jane Leaver.

Keith Dirham, Finance Director, next budget meeting is Tuesday, June 16, 2015 at 5:30 p.m.

Greg Huber, Law Director, had no report.

Berarducci, Police Chief, had no report.

Kimberly Rice, Economic Development Director, reported in conjunction with Main Street Medina and the Medina Chamber of Commerce there will be several ribbon cuttings throughout the city starting at 10 a.m. on Friday, June 12th – Uptown Hair 102 W. Washington St., 11 a.m. – Spokes Coffee Shop & Bike Rental, 406 S. Broadway St., 12 p.m. – Medina Town Hall & Engine House Museum, 50 Public Square, 1 p.m. – Lager Heads, 325 W. Smith Rd., 2 p.m. – Finding Your Identity, LLC, 124 Lafayette Rd., 3 p.m. – TinMan Fitness, 567 North State Rd., and at 4 p.m. – Brookdale Medina North, 49A Leisure Lane.

Ms. Rice advised they have just revised the Historic District – New Visitor's Guide.

Jonathon Mendel, Planning Community Director, Boards & Commissions will meet Thursday, June 11th at 5 p.m.

Painter, Fire Chief, had no report.

Jansen Wehrley, Parks & Recreation Director, Thanked Nicholas Wertz – Eagle Scout Project

Dan Gladish, Building Official, had no report.

Patrick Patton, City Engineer, advised the public that Lake Rd. project is in the 2nd phase of paving and it will be flipping to eastern lane.

Nino Piccoli, Service Director, reported grouting contractor to fix storm sewers. The Street Dept. has been working on a failed drainage pipe at the Municipal Airport. Law Director is reviewing the recycling drop off services' contract.

Notices, Communications and Petitions:

Liquor Permit:

Not to object to the transfer of D1, D2, and D3 permit from Mario's Beauty Salon, Inc. 740 N. Court Street to Mario's Beauty Salon, Inc. 716 N. Court Street & Patio. Mr. Shields moved not to object to the transfer of a D-1, D-2 and D-3 permit to Mario's Beauty Salon, Inc. 740 N. Court to Mario's Beauty Salon, Inc. 716 N. Court. Motion seconded by Mr. Simpson and approved by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Hilberg.

Not to object to the issuance of a new D1 permit to GNM General Contractors Ltd., dba Medina Cigar & Tobacco, 307 E. Washington Street. Mr. Shields moved not to object to the issuance of a new D-1 permit to GNM General Contractors Ltd., dba Medina Cigar & Tobacco, 307 E. Washington Street. Motion seconded by Mr. Simpson and approved by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Hilberg, and M. Kolesar.

Unfinished Business:

There was none.

Introduction of Visitors:

Captain Curtis Baxter, 44 Public Square, stated that June 13th 2015 is the Army's 240th Birthday celebration and Oath of Enlistment Ceremony with Mayor Hanwell Officiating. Curtis presented Dennis Hanwell with a poster.

Introduction and Consideration of Ordinances and Resolutions:

Ord. 73-15

An Ordinance authorizing the expenditure of \$50,749.70 to the Medina County Commissioners for the reimbursement to the Bond Reserve Fund for the Medina County Port Authority Fiber Network. Mr. Simpson moved for the adoption of Ordinance/Resolution

No. 73-15, seconded by Mr. Kolesar. The roll was called and Ordinance/Resolution No. 73-15 passed by the yea votes of P. Rose, J. Shields, D. Simpson, B. Hilberg, M. Kolesar, and B. Lamb.

Ord. 74-15:

An Ordinance authorizing the Mayor to enter into an agreement with Brandstetter Carroll Inc. for architectural and engineering services for the Memorial Park Pool Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 74-15, seconded by Mr. Kolesar. The roll was called and Ordinance/Resolution No. 74-15 passed by the yea votes of J. Shields, D. Simpson, B. Hilberg, M. Kolesar, B. Lamb and P. Rose.

Ord. 75-15:

An Ordinance authorizing an expenditure of \$450,000.00 to Avon Regional Water for the City's share of the Spieth Road Ground Storage Tanks Interior Painting Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 75-15, seconded by Mr. Kolesar. The roll was called and Ordinance/Resolution No. 75-15 passed by the yea votes of D. Simpson, B. Hilberg, M. Kolesar, B. Lamb, P. Rose, and J. Shields.

Ord. 76-15:

An Ordinance amending Ordinance No. 200-14, passed December 8, 2014. (Amendments to 2015 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 76-15, seconded by Mr. Kolesar. The roll was called and Ordinance/Resolution No. 76-15 passed by the yea votes of B. Hilberg, M. Kolesar, B. Lamb, P. Rose, J. Shields and D. Simpson.

Res. 77-15:

A Resolution of the Council of the City of Medina, Medina County, and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 77-15, seconded by Mr. Kolesar. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 77-15, seconded by Mr. Kolesar. 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, B. Hilberg, and M. Kolesar. The roll was called and Ordinance/Resolution No. 77-15 passed by the yea votes of M. Kolesar, B. Lamb, P. Rose, J. Shields, D. Simpson and B. Hilberg.

Ord. 78-15:

An Ordinance repealing Ordinance No. 213-14, passed December 8, 2014 and replacing Section 161.13 of the Codified Ordinances of the City of Medina, Ohio relative to the Allocation of Income Tax Funds. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 78-15, seconded by Mr. Kolesar. The roll was called and Ordinance/Resolution No. 78-15 passed by the yea votes of B. Lamb, P. Rose, J. Shields, D. Simpson, B. Hilberg, and M. Kolesar.

Council Comments:

Mr. Kolesar thanked Dolly Yowler and the Service Dept. for their help this past Saturday, June 6th for the Champion Creek Cleanup.

Mr. Lamb stated Saturday, June 6th was the second annual "Rockin' the Court" on South Court St. It included some 24 musicians, hot dogs, t-shirts and a magician.

Mr. Simpson thanked Mr. Toth from the Eagle Scouts for his project.

Adjournment:

There being no further business before Council, the meeting adjourned at 7:54 p.m.

Kathy Patton, CMC - Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 79-15

AN ORDINANCE TO APPROVE, ADOPT AND ENACT CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO.

WHEREAS: Various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of the City of Medina, Ohio; and

WHEREAS: Certain traffic and misdemeanor ordinances should be revised to comply with current State law; and

WHEREAS: The codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council.

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

SEC. 1: That the ordinances of the City of Medina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2015 Replacement Pages to the Codified Ordinances, which are hereby attached to this Ordinance as Exhibit A, are hereby approved and adopted.

SEC. 2: The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

| | |
|---------|---|
| 303.081 | Impounding Vehicles on Private Residential Property. (Amended) |
| 303.082 | Tow Away Zones. (Amended) |
| 331.43 | Vehicular Operation on Street Closed Due to Rise of Water Level (Added) |
| 335.072 | Driving Under Financial Responsibility Law Suspension or Cancellation (Amended) |
| 335.074 | Driving Under License Forfeiture or Child Support Suspension (Amended) |
| 337.16 | Number of Lights; Limitations on Flashing. (Amended) |
| 337.17 | Focus and Aim of Headlights. (Amended) |

General Offenses Code

| | |
|---------|--|
| 501.07 | Requirements For Criminal Liability. (Amended) |
| 501.08 | Culpable Mental States. (Amended) |
| 505.071 | Cruelty to Companion Animals. (Amended) |
| 521.08 | Littering and Deposit of Garbage and Junk. (Amended) |
| 525.05 | Failure to Report a Crime, Injury or Knowledge of Death. (Amended) |
| 533.09 | Soliciting. (Amended) |
| 533.14 | Unlawful Advertising of Massage. (Added) |
| 537.05 | Aggravated Menacing. (Amended) |
| 537.051 | Menacing by Stalking. (Amended) |
| 537.06 | Menacing. (Amended) |
| 545.01 | Theft and Fraud Definitions. (Amended) |

- 545.02 Determining Property Value in Theft Offense. (Amended)
- 545.05 Petty Theft. (Amended)
- 545.15 Securing Writings by Deception. (Amended)
- 549.01 Weapons Definitions. (Amended)

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. 80-15**AN ORDINANCE AMENDING THE PAVILION RENTAL FEES FOR THE PARKS AND RECREATION DEPARTMENT.**

WHEREAS: Ordinance No. 61-11, passed May 9, 2011 amended the Uptown Park and Gazebo rental fees to read as follows:

PAVILION USE

| | | |
|--------------|------------------|---------------------------|
| Resident | \$25.00 weekdays | \$35.00 weekends/holidays |
| Non-resident | \$35.00 weekdays | \$45.00 weekends/holidays |
| Non-profit | \$25.00 weekdays | \$25.00 weekends/holidays |

These fees are for a 4-hour time limit per day. The only exclusion from the non-profit fee is the Medina City School District and Buckeye Local School District. Any changes made after the pavilion booking has occurred will incur a \$5.00 administrative processing fee.

UPTOWN PARK/GAZEBO

| Type of Event | Size of Event | Deposit Amount* | Resident/Non-Profit | Non-Resident/Corporate |
|-------------------|--------------------------|------------------------------|---------------------|------------------------|
| Wedding/Gathering | 1-200 | \$100.00 | \$50.00 | \$100.00 |
| Small Event | 201-750 | \$750.00 | \$100.00 | \$250.00 |
| Large Event | 751+ | \$1,500.00 | \$200.00 | \$500.00 |
| Multi-Use Event | 5+ similar events a year | same as above event and size | 50% discount | Not Applicable |

* Deposit refund subject to inspection by designee of the Mayor.

ADDITIONAL FEES (Upon request)**

| | |
|--------------------------|-----------------|
| Garbage/Snow Removal | \$30.00 an hour |
| Restroom Facilities | \$100.00 |
| Barricades/Road Closures | \$25.00 |

**If services are required but not requested by Permit Holder, costs will be withheld from the deposit.

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

SEC. 1: That the rental fees for recreation facilities as amended in Ordinance No. 61-11, passed May 9, 2011, shall be amended to read as follows:

PAVILION USE

| | | |
|--------------|------------------|---------------------------|
| Resident | \$25.00 weekdays | \$35.00 weekends/holidays |
| Non-resident | \$35.00 weekdays | \$45.00 weekends/holidays |
| Non-profit | \$25.00 weekdays | \$25.00 weekends/holidays |

These fees are for a 4-hour time limit per day. The only exclusion from the non-profit fee is the

Ord. 80-15

ORDINANCE NO. 81-15

AN ORDINANCE AMENDING ORDINANCE NO. 37-13, PASSED MARCH 11, 2013 AUTHORIZING THE INCREASE OF THE EXPENDITURE TO T & M ASSOCIATES FOR THE ADMINISTRATION OF THE USEPA BROWNFIELD COALITION GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance 37-13, passed March 11, 2013 authorized the Mayor to enter into a contract with T& M Associates for \$860,000.00 for administration of the USEPA Brownfield Coalition Grant; and

WHEREAS: The City of Medina has requested and received an extension on the grant until June 30, 2015 and will require the expenditure to T & M Associates (P.O. #13-791) to increase by \$39,983.98; and

WHEREAS: The City has requested the USEPA reallocate budgeted grant funds into the Contractual Services category for the purpose of completing additional Brownfield Assessment projects.

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

SEC. 1: That the increased expenditure of \$39,983.98 is hereby authorized to T & M Associates for the administration of the USEPA Brownfield Coalition Grant.

SEC. 2: That the funds to cover this expenditure are available in Account No. 109-0402-52215.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason there are currently outstanding invoices to be paid; 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

Table 1
 Proposed Budget Reallocation for EPA Brownfields Assessment Coalition Grant
 City of Medina, Ohio / Contract ID BF00E00904

Ord. 81-15

ORIGINAL BUDGET

| HAZARDOUS ASSESSMENT GRANT BUDGET (\$) | | | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|--------------------|---------------|--------------------|-------------------|----------------|
| Budget Categories | Task 1 RFQ | Task 2 Inventory | Task 3 QAPP | Task 4 Phase I | Task 5 Phase II | Task 6 RAP | Task 7 Outreach | Task 8 Reports | Total |
| Personnel | | | | | | | 10,000 | 5,000 | 15,000 |
| Travel | | | | | | | 5,000 | | 5,000 |
| Equipment | | | | | | | | | |
| Supplies | | 5,000 | | | | | 1,000 | | 6,000 |
| Contractual | | 7,500 | 5,000 | 80,000 | 300,000 | 75,500 | 5,000 | | 473,000 |
| Other | 500 | | | | | | 500 | | 1,000 |
| Total | 500 | 12,500 | 5,000 | 80,000 | 300,000 | 75,500 | 21,500 | 5,000 | 500,000 |
| PETROLEUM ASSESSMENT GRANT BUDGET (\$) | | | | | | | | | |
| Budget Categories | Task 1 RFQ | Task 2 Inventory | Task 3 QAPP | Task 4 Phase I | Task 5 Phase II | Task 6 RAP | Task 7 Outreach | Task 8 Reports | Total |
| Personnel | | | | | | | 10,000 | 5,000 | 15,000 |
| Travel | | | | | | | 5,000 | | 5,000 |
| Equipment | | | | | | | | | |
| Supplies | | 5,000 | | | | | 1,000 | | 6,000 |
| Contractual | | 7,500 | 5,000 | 80,000 | 300,000 | 75,500 | 5,000 | | 473,000 |
| Other | 500 | | | | | | 500 | | 1,000 |
| Total | 500 | 12,500 | 5,000 | 80,000 | 300,000 | 75,500 | 21,500 | 5,000 | 500,000 |

REVISED BUDGET

| HAZARDOUS ASSESSMENT GRANT BUDGET (\$) | | | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|--------------------|---------------|--------------------|-------------------|----------------|
| Budget Categories | Task 1 RFQ | Task 2 Inventory | Task 3 QAPP | Task 4 Phase I | Task 5 Phase II | Task 6 RAP | Task 7 Outreach | Task 8 Reports | Total |
| Personnel | | | | | | | 3,700 | 1,946.56 | 5,646.56 |
| Travel | | | | | | | 428.43 | | 428.43 |
| Equipment | | | | | | | | | |
| Supplies | | 472.75 | | | | | | | 472.75 |
| Contractual | | 7,500 | 5,000 | 80,000 | 319,991.99 | 75,500 | 5,000 | | 492,991.99 |
| Other | 460.27 | | | | | | | | 460.27 |
| Total | 460.27 | 7,972.75 | 5,000 | 80,000 | 319,991.99 | 75,500 | 9,128.43 | 1,946.56 | 500,000 |
| PETROLEUM ASSESSMENT GRANT BUDGET (\$) | | | | | | | | | |
| Budget Categories | Task 1 RFQ | Task 2 Inventory | Task 3 QAPP | Task 4 Phase I | Task 5 Phase II | Task 6 RAP | Task 7 Outreach | Task 8 Reports | Total |
| Personnel | | | | | | | 3,700 | 1,946.56 | 5,646.56 |
| Travel | | | | | | | 428.43 | | 428.43 |
| Equipment | | | | | | | | | |
| Supplies | | 472.75 | | | | | | | 472.75 |
| Contractual | | 7,500 | 5,000 | 80,000 | 319,991.99 | 75,500 | 5,000 | | 492,991.99 |
| Other | 460.27 | | | | | | | | 460.27 |
| Total | 460.27 | 7,972.75 | 5,000 | 80,000 | 319,991.99 | 75,500 | 9,128.43 | 1,946.56 | 500,000 |

ORDINANCE NO. 82-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT ONE (1) EASEMENT NECESSARY FOR THE RYAN ROAD SIDEWALK PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1: That the Mayor is hereby authorized to accept one (1) Easement necessary for the Ryan Road Sidewalk Project, City Job #962.
- SEC. 2: That the Easement marked Exhibit A, attached hereto and incorporated herein, is on the property located at 1125 Featherstone Drive, part of Medina City Lot 7564, Permanent Parcel No. 028-19C-13-075.
- SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to pay the property owners as soon as possible; 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

Water Main Easement

ORD 82-16
Exh. A

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of (ONE and 00/100) Dollar (\$1.00) and other good and valuable consideration recited herein given to EDWARD M. HOEGLER SR. and TAMMY P. HOEGLER hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a water main easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing the WATER MAIN AND APPURTENANCES under, across, and through certain land of the Grantor(s) situated in the City of Medina, County of Medina and State of Ohio and more particularly described as follows:

Situated in the City of Medina, County of Medina, and State of Ohio, and known as being part of Medina City Lot 7564 as conveyed to Edward M. Sr. & Tammy P. Hoegler on July 28, 2005 in Document No. 2005OR024942 of the Medina County Recorder's Records, being further bounded and described as follows:

Commencing at the southwest corner of said Medina City Lot 7564, said corner also being on the southerly right of way line of a 100 feet wide B & O Railroad right of way, which is the **TRUE PLACE OF BEGINNING** for the following described easement;

thence, North 26°12'47" East, along the southerly right of way line of said B & O Railroad right of way, also being a westerly line of said Medina City Lot 7564, a distance of 10.28 feet to a point;

thence, South 00°27'03" East, parallel with the easterly line of C.H. 40, Ryan Road (60 feet), a distance of 9.20 feet to a point on the southerly line of said Medina City Lot 7564;

thence, South 89°42'52" West, along the southerly line of Medina City Lot 7564, a distance of 4.61 feet to the **PLACE OF BEGINNING**, containing 0.0005 acres (21.2234 square feet) of land, more or less, as determined from a survey made under the direction of Joseph A. Burgoon, Registered Surveyor No. 8325, August 2013, for and on behalf of Lewis Land Professionals, Inc.

The **BASIS OF BEARING** for this description is Assumed and used to denote angles only.

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement.

As additional consideration for this easement and right-of-way, the Grantee covenants and agrees as follows:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a WATER MAIN AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.
5. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.

Grantor(s) covenant and agrees as follows:

1. Grantor will not install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way, however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.
2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as 1125 Featherstone Drive, Permanent Parcel No. 028-19C-13-075, part of Medina City Lot 7564 with the necessary equipment to to install the proposed water main and appurtenances; to remove an existing tree within easement area; to complete grading as necessary adjacent to the proposed water main; to restore the affected areas with topsoil, seed, fertilizer, and mulch; in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as 1125 Featherstone Drive, Permanent Parcel No. 028-19C-13-075, part of Medina City Lot 7564 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

The grant of this Easement and Right-of-way shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of MAY, 2015.

Grantor:
Edward M. Hoegler Sr.

Signature: [Handwritten Signature]

Print Name: EDWARD M. HOEGLER SR

State of Ohio)
County of Medina) SS:

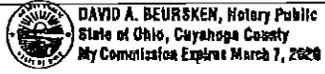
Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Edward Hoegler, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 17th day of May, 2015.

Notary Signature: [Handwritten Signature]

Print Name: DAVID A. BEURSKEN

My Commission Expires: _____

Notary Seal: 

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of May, 2015.

Grantor:
Tammy P. Hoegler

Signature: [Handwritten Signature]

Print Name: TAMMY P. HOEGLER

State of Ohio)
County of Medina) SS:

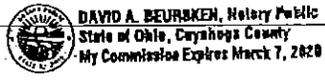
Before me, a Notary Public, in and for said County and State, personally appeared the Grantor, Tammy Hoegler, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have set my hand and official seal at Medina, Ohio, this 17th day of May, 2015.

Notary Signature: [Handwritten Signature]

Print Name: DAVID A. BEURSKEN

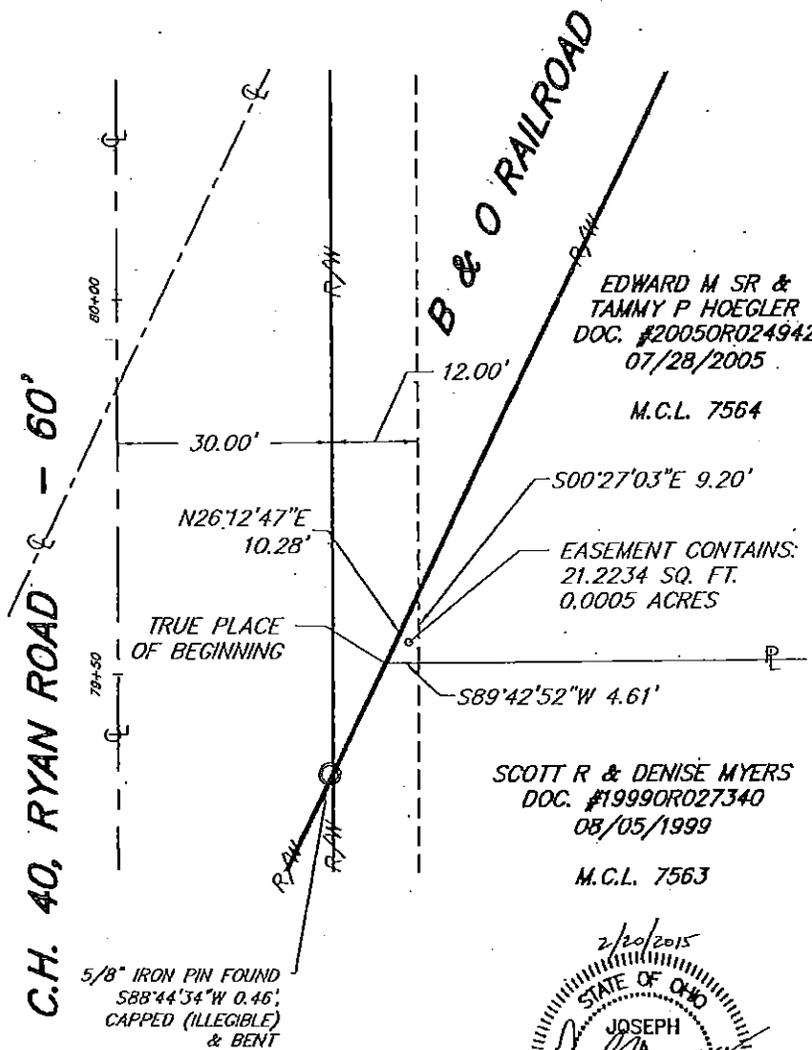
My Commission Expires: _____

Notary Seal: 

This instrument was prepared by:
Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH 44256

WATER MAIN EASEMENT EXHIBIT

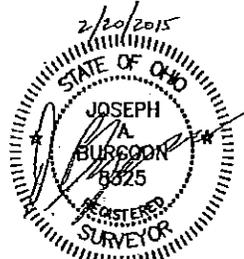
Situating in the City of Medina, County of Medina, and State of Ohio, and known as being part of Medina City Lot 7564.



EDWARD M SR &
TAMMY P HOEGLER
DOC. #2005OR024942
07/28/2005
M.C.L. 7564

SCOTT R & DENISE MYERS
DOC. #1999OR027340
08/05/1999
M.C.L. 7563

5/8" IRON PIN FOUND
S88°44'34"W 0.46'
CAPPED (ILLEGIBLE)
& BENT



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

Lewis Land Professionals, Inc.

Civil Engineering & Surveying
8691 Wadsworth Rd. Suite 100 Wadsworth, Ohio 44281
Phone: (330) 335-8232 Fax: (330) 335-0242
www.landprosinc.com

Date of Easement: February 2015

PROJ. No. 15-037 DRAWING NAME 15-037 ESMT.dwg

The BASIS OF BEARING for this survey is ASSUMED and used to denote angles only.

ORDINANCE NO. 83-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE INSTALLATION OF ADDITIONAL HANDICAP PARKING AT THE MEDINA COMMUNITY RECREATION CENTER.

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

SEC. 1: That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the installation of additional handicap parking at the Medina Community Recreation Center (MCRC), in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That the estimated cost of the project, in the amount of \$30,000.00, is available as follows in Account No. 110-0308-54111.

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

RESOLUTION NO. 84-15

A RESOLUTION TO DISSAPPROVE THE SOLID WASTE MANAGEMENT PLAN FOR THE MEDINA COUNTY SOLID WASTE MANAGEMENT DISTRICT.

WHEREAS: The City of Medina is located within the jurisdiction of the Medina County Solid Waste Management District (District); and

WHEREAS: The District Policy Committee prepared and adopted a final draft of the Solid Waste Management Plan in accordance with Ohio Revised Code Sections 3734.53, 3734.54 and 3734.55; and

WHEREAS: The District has provided a copy of the Draft Final Solid Waste Management Plan for ratification to each of the legislative authorities of the District; and

WHEREAS: The City of Medina must decide whether it approves or disapproves of said Solid Waste Management Plan within ninety days of receipt of the Final Draft Plan.

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

SEC. 1: That the City of Medina disapproves the District Solid Waste Management Plan.

SEC. 2: That the Clerk of Council is hereby directed to send the District a copy of this Resolution to the attention of Ms. Amy Lyon-Galvin, Medina County Sanitary Engineer's Office, 791 West Smith Road, Medina, Ohio 44256.

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

PASSED: _____ **SIGNED:** _____
President of Council

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

SIGNED: _____
Mayor

ORDINANCE NO. 85-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MEDINA, THE CITY OF WADSWORTH, AND THE MEDINA COUNTY SOLID WASTE DISTRICT, MEDINA COUNTY, OHIO, FOR SINGLE STREAM DROP OFF RECYCLING SERVICES, 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 execute a Recording System Support Agreement with BIS Digital for the recording system for public meetings.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to implement the program as quickly as possible; 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

DRAFT

6/16/2015

**AGREEMENT FOR RECYCLING DROP OFF SERVICES
MEDINA COUNTY SOLID WASTE DISTRICT
MEDINA COUNTY, OHIO**

THIS AGREEMENT for the Single Stream Recycling Drop-Off Services ("Recycling Drop-Off Services") entered into this ___ day of ____, 2015, is by and between the Medina County Board of Commissioners ("Board"), acting in its capacity as the Board of Directors of the Medina County Solid Waste Management District ("District"), with its offices located at 791 W. Smith Road, Medina, Ohio, 44258, and a joint assumption of responsibility between the City of Medina ("Lead Operator") with fifty-nine percent (59%) partnership responsibility and the City of Wadsworth ("Secondary Operator") with forty-one percent (41%) responsibility (together referred to as "Operator(s)"), each City a separate and distinct municipal governmental entity, with the Lead Operator office located at the City of Medina, 132 N. Elmwood Avenue, Medina, Ohio 44256 and Secondary Operator office located at 120 Maple Street, Wadsworth, Ohio 44281.

RECITALS

WHEREAS, pursuant to Section 343.02 of the Ohio Revised Code, the Board may enter into written contracts with any person for the furnishing to the District of any Solid Waste transfer, disposal, recycling, processing, or resource recovery services as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the District; and

WHEREAS, pursuant to Section 343.08 of the Ohio Revised Code, the Board may fix reasonable rates and charges for the cost of transfer, disposal, recycling, processing, or resource recovery under such written contracts; and

WHEREAS, the Board has determined that it is in the best interests of the District and its residents that the Board contract for the Recycling Drop-Off Services within the District with collected materials directed to an approved Single-Stream Material Recovery Facility, identified per the terms of this contract as Waste Management, 1535 Exeter Road, Akron, Ohio, 44306; and

WHEREAS, on April 10, 2015, the Board invited qualified providers of the Recycling Drop-Off Services through advertisement in The Medina-Gazette to submit bids to provide such Services on the terms and conditions contained in the specifications and addenda attached hereto as Exhibits "A-1" and "A-2" and further amended to include the Medina County Solid Waste Management District Residential Recycling Drop-off Site Host Agreement attached hereto as Exhibit "A-3".

WHEREAS, the Operator(s) submitted a Bid to furnish to the District Recycling Drop-Off Services for the benefit of the District and its residents, as set forth in Operator(s) Bid and follow-up letter attached hereto as Exhibits "A-4" and "A-5"; and

WHEREAS, following the April 27, 2015 official opening of the bids by the Board and consideration of bids for Recycling Drop-Off Services, the Board determined that the Operator(s) is qualified to provide the Recycling Drop-Off Services to the District and approved the award of the Agreement for Recycling Drop-Off Services to the Operator(s); and

WHEREAS, the Board and the Operator(s) have agreed on terms and conditions for the Recycling Drop-Off Services in conformance with the Bid Documents, incorporated herein by reference and attached hereto as Exhibits A-1 through A-5, at the bid prices as stated on the Bid Forms B.1 and B.2, which are attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, the Board and the Operator(s) each represents that it has the authority to execute this Agreement for the Recycling Drop-Off Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Agreement for Recycling Drop-Off Services are defined on pages 13 through 14 of the Bid Specifications attached hereto as Exhibit A-1 and incorporated by reference. In addition, the Agreement for Recycling Drop-Off Services incorporates the definitions set forth in the District Rules, if not specifically defined herein.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 Agreement and Independent Contractor Status.** The Board hereby authorizes the Operator(s), and the Operator(s) hereby accepts such authorization as independent contractors, to provide for Recycling Drop-Off Services within Medina County and recovery of collected materials at an approved Single-Stream Material Recovery Facility, identified per the terms of this contract as Waste Management.
- 2.2 Effective Date and Term.** This Agreement for Recycling Drop-Off Services shall be effective on the date of last execution. The initial term of this Agreement for Recycling Drop-Off Services shall be for a term of three (3) years, beginning on July 1, 2015, and terminating on June 30, 2018.
- 2.3 Renewal Terms.** This Agreement for Recycling Drop-Off Services may be renewed for two (2) additional consecutive terms of one (1) year each at the sole discretion of the Board, upon such terms and conditions as the parties mutually agree, provided the cost for the Recycling Drop-Off Services does not exceed the prices reflected on the Bid Forms, attached as Exhibit B, for Renewal Term 1 and Renewal Term 2.
- 2.4 Implementation Plan.** From and after the Effective Date, the Operator(s) shall submit proof that the specific activities and bin delivery schedule identified in the Bid Documents, which is attached and incorporated by reference, have been met. The Operator(s) shall certify: (a) compliance with the specific activities and benchmark dates which includes, but is not limited to, ownership or lease of sufficient materials and equipment to perform the Recycling Drop-Off Services; (b) that Operator(s) have hired and trained sufficient employees to perform the Recycling Drop-Off Services; (c) a copy of the contract executed between Waste Management (a.k.a. Greenstar Mid-America,

L.L.C.), and that the Operator(s) has delivered to the Board proof of insurance, proof of workers' compensation coverage, and independent contractor/worker acknowledgment forms, which are attached as Exhibits D, F, and G incorporated by reference. Finally, the Operator(s) shall certify that all conditions precedent to the commencement of performance of the Recycling Drop-Off Services have been satisfied by the documents submitted by the Operator(s) (attachments).

ARTICLE III — GENERAL REQUIREMENTS OF THE OPERATOR(S)

3.1 Recycling Drop-Off Services Contract.

The Operator(s) shall provide all labor, supplies, tools, materials, Vehicles and Equipment necessary to operate and maintain the County-Wide Recycling Drop-Off Services for the collection of materials via eight (8) cubic yard (CY) containers that meet the specifications set forth on page 12 of the Bid Specs attached as Exhibit A, placed at host locations secured by the District via frontload, transportation and processing of said materials at an approved Single-Stream Material Recovery Facility. The District shall maintain at a minimum 38 single stream recycling drop-off locations within the County.

3.2 Vehicles and Equipment. The Operator(s) shall furnish all Vehicles and Equipment necessary to provide 8-CY single stream recycling containers at the locations and quantities as specified and to service, transfer and ensure the processing of recyclable materials collected and transported. The Operator(s) shall provide any additional bins, vehicles and equipment as necessary during this contract as the District adjusts the number of recycling drop-off locations and/or the frequency of service to bin location(s) after execution of this contract. The Operator(s) shall maintain a minimum of three (3) spare 8-CY bins at all times to supplement and/or replace bins at a host location within 5 calendar days of notice to add to or to replace a bin in service at a host location. All costs associated with vehicles and equipment, including but not limited to placement, removal, replacement, repairs, provision of spares and supplemental components are the responsibility of the Operator(s). At the conclusion of this contract, all vehicles and equipment supplied by and utilized by the Operator(s) shall remain the property of the Operator(s). If at the conclusion of this contract a new Operator(s) has been awarded a contract for continued Recycling Drop Off Services, this current Operator(s) shall coordinate with the new Operator(s) to transition from the current 8-CY bins to the new bins over a District scheduled thirty (30) calendar day period so that any transition to host location(s) is seamless and allows for continued recycling opportunity.

3.3 Facilities and Equipment. The Operator(s) shall keep all Facilities and Equipment used by the Operator(s) and the Host locations in a clean, sanitary and safe operating condition at all times. All Facilities and Equipment shall be subject to inspection at any time by the District to determine that same are clean, sanitary and in safe operating condition.

Solid Waste found on the ground near the drop-off locations shall be moved aside and the Operator(s) will contact the District immediately so that District personnel can proceed to

the site and remove. The Operator(s) will provide the District the site location and type of material that will need to be removed by the District. When possible, photographs of the non-single stream recyclable material will also be sent to the District.

Each drop-off location is considered full time, allowing residents to deliver acceptable Recyclable Materials at any time. Recycling drop-off centers located at schools will limit servicing of the Containers to avoid peak drop-off and pick up times.

The Operator(s) are responsible for maintaining the host location drop-off areas at the time of service, including:

- Removal of all recyclables from location including those materials around the containers or that fall off the containers during collection activities; failure to do so will result in a \$100 assessment to the Operator(s) for each occurrence.
- Proper placement of the recycling containers in their original positions.
- District to provide drawing depicting location of original site placement
- Notifying the District of any unusual circumstances.

It is at the District's sole discretion to cite an Operator(s) failure to remove materials from a drop-off location and to assess the \$100/occurrence penalty. The District shall notify the Operator(s) of the assessment and the reasons therefore, and impose the assessment as an offset against the District's payments to the Operator(s).

3.4 Supplies, Tools, Gear and other Materials. The Operator(s) must provide its own supplies, tools, gear or other materials required to perform the Recycling Drop-Off Services.

3.5 Quality Assurance and Warranties. The Operator(s) is solely responsible for the quality of the work performed pursuant to the Agreement for Recycling Drop-Off Services.

3.6 Employee Hiring and Training. The Operator(s) and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Operator(s), in accordance with Ohio and federal law.

The Operator(s) shall provide any and all necessary training in operations, safety practices, use of employee uniforms that identify each employee of the Operator or safety equipment, conduct, and any other training for all of the Operator(s)' employees or agents involved in providing the Recycling Drop-Off Services.

If the Operator(s) provide its employees or agents with any written policies, procedures, safety manuals, or other employment handbooks, the Operator(s) shall maintain a current copy at all times, and provide access to such written materials upon request of the District.

3.7 **Subcontractors.** The Operator(s) understands and agrees that the Operator(s) is the primary contractor who will be performing the work under the Agreement for Recycling Drop-Off Services. The Operator(s) may use subcontractors for portions of the work under the Agreement for Recycling Drop-Off Services, with the prior written consent of the District; however, the Operator(s) will remain the primary contractor and will remain liable for all work performed hereunder, regardless of whether such work is performed by an approved subcontractor. The Operator(s) shall not use any subcontractor who has been subject to any action that limits the subcontractor's right to do business with Medina County, the State of Ohio, or the federal government.

3.8 **Records Data Collection and Reporting.** The Operator(s) shall maintain to the District daily records identifying per truck the following (a) the Host locations serviced; (b) the number of Containers serviced at each Host location; (c) total weight of recycling materials delivered to MRF and (d) photographs and notes regarding removal of materials around the Containers or that fell off the Containers during collection activities.

The Operator at the Single-Stream Material Recovery Facility (MRF) agrees to maintain, on-site, daily records identifying the amount of District Solid Waste in tons accepted by the Single-Stream Material Recovery Facility for processing at the gate or scales; and shall provide to the District copies of all communications to the Operator(s) regarding Medina County's recyclables.

The Operator(s) shall retain all such records for a minimum period of five (5) calendar years. The District, or its authorized representative, shall have the right to inspect and copy the daily records maintained by the Operator(s) identified herein, including the Single-Stream MRF Operator, during the regular business hours, or any other record required by this Agreement for Recycling Drop-Off Services. The daily records must be certified under penalty of perjury by an authorized representative of the Operator(s) that all statements, information and data recorded are true and accurate to the best of Operator(s)' ability.

The Operator(s) shall prepare and compile its daily records into comprehensive, aggregated reports, and provide them to the District on not less often than a weekly basis. The comprehensive reports must be certified under penalty of perjury by an authorized representative of the Operator that all statements, information and data recorded is true and accurate to the best of Operator's ability

3.9 **Environmental Rights, Responsibilities and Liabilities.** The Operator(s) shall be responsible for complying with all federal, state and local statutes, rules and regulations pertaining to the operation of a single-stream recycling contract, including but not limited to Chapter 3734 of the Ohio Revised Code and Chapter 3745 of the Ohio Administrative Code during the term of the Agreement for Recycling Drop-Off Services.

The Operator(s) shall comply with all statutes, rules, and regulations governing the use of all licenses, and shall ensure that all licenses remain valid and in full force and effect. The Operator(s) shall immediately notify the District of any happening or event which may

give rise to the licenses or permits lapsing, expiring, or being terminated, including but not limited to any notice of violation issued by the Ohio Environmental Protection Agency.

The Operator(s) shall be responsible for any spill or release of oil or hazardous substances and shall comply with all local, state and federal laws regarding reporting, containment, or remediation, in addition to immediately reporting such spill or release to the District. The Operator(s) shall, in addition to any liability in Section 5.7, be responsible for the payment of any and all costs incurred by the District for responding to any spill or release of oil or hazardous substances caused by the negligence, recklessness, or willful conduct of the Operator(s).

- 3.10 Complaints** All complaints shall be vetted through District personnel as the first point of contact. The District will then direct the Operator(s) to implement the appropriate remedy. The District will contact the Lead Operator, specifically the Service Director of the City of Medina, or in his absence, the Sanitation Supervisor for the City of Medina, at any time for dissemination of the appropriate corrective action to the Operator(s) and their personnel. The Operator(s) shall report back to the District the successful implementation of the corrective action to conclude the complaint resolution process.

ARTICLE IV — GENERAL REQUIREMENTS OF THE DISTRICT

- 4.1 Flow Control.** The collection of materials deposited into the single-stream recycling bins, generated within the District must be collected, transported and delivered to the Single-Stream Materials Recovery Facility (MRF) identified herein. Materials collected from the District's single-stream recycling bins and delivered to the MRF may not be co-mingled by the Operator(s) with other waste materials and/or recyclable materials collected by the Operator(s) as part of their other sanitation operations. Materials collected within the single-stream recycling bins and delivered to the Single-Stream MRF are expected to contain 15% to 25% contamination, identified as materials that cannot be recovered and are disposed of in accordance with the Single-Stream MRF's landfill disposal policies.

The Operator(s) shall have the right to quarantine an individual 8-CY load of recyclable materials, if based on their opinion, the contents of the bin are greater than seventy-five percent (75%) contaminated with materials that cannot be extracted through the Single-Stream MRF process and notify District staff immediately regarding said interpretation. The District shall inspect the 8-CY container and have final authority to agree or disagree with the Operator(s) interpretation. The District may agree with the Operator(s) and require the Operator(s) to transport the contaminated load to the Central Processing Facility as a solid waste for disposal. The District may disagree with the Operator(s) and require the Operator(s) to transport the load to the Single Stream MRF per normal operations. The contract between the Operator(s) and the Single Stream MRF does not dictate the terms and conditions for the District's determination of a contaminated versus non-contaminated load. Any determination by the District shall be considered binding and non-negotiable

Contaminated loads directed to the Central Processing Facility as a solid waste for disposal as described herein shall be subject to the District's standard gate (\$/ton). The fee

charged by the District to the Operator(s) for managing contaminated loads shall be a reduced rate defined as the gate rate (\$45/ton at time of signing this agreement) less the District's transfer, transport and disposal component of the tipping fee (\$26.95/ton at time of signing this agreement) (resulting reduced rate is \$18.05 at the time of signing this agreement). Contaminated loads delivered to the Central Processing Facility may be commingled by the Operator(s) with other waste materials collected by the Operator(s) as part of their other sanitation operations, in whole truck increments and that entire truck load will be subject to the reduced rate. The Operator(s) shall provide the District with the truck number and estimated delivery time in advance of delivery in order for the discounted rate to be applied to that truck load. The Operator(s) shall make reasonable effort to combine contaminated bins into a single sanitation truck. The District shall deduct the contaminated load payments from payments made to the Lead Operator.

The District recognizes the contract between the Operator(s) and the Operator of the Single Stream MRF to be a payback from the MRF Operator to the City Operator(s) on a price per ton basis, dependent upon percentage (%) of contamination, subject to audits on a regular basis (at least annually), or at the request of any party. The District requires notice of any scheduled or un-scheduled –audits, upon notification by the MRF operator, and a written summary of the audit findings.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance.** The Operator(s) shall immediately report to the District any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Operator(s) to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the District's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Operator(s) to fulfill its obligations, the District shall have the right to demand adequate assurances from the Operator(s) that the Operator is able to fulfill its obligations. Upon receipt by the Operator of any such demand, the Operator, within fourteen (14) days of such demand, shall submit to the District its written response to any such demand. In the event that the District does not agree that the Operator(s)' response will provide adequate assurance of future performance to the District, the District may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Drop-Off Services, declare that the Operator(s) is in default of its obligations under this Agreement for Recycling Drop-Off Services, or take such other action the District deems necessary to assure that the Recycling Drop-Off Services will be provided including the right to terminate the Agreement for Recycling Drop-Off Services.
- 5.3 **Liability Insurance.** The Operator(s), at the Operator(s)' sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Agreement for Recycling Drop-Off Services carry and maintain in full force and effect, for the mutual benefit of the District, drop-off site owner and the Operator(s), commercial general public liability insurance against claims for personal injury, death or property damage,

occurring as a result of the performance of the Recycling Drop-Off Services. The insurance coverage to be purchased and maintained by the Operator(s) as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the District. The coverage and limits of such insurance are listed on Exhibit E, which is attached and incorporated by reference. The Operator(s) shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Agreement for Recycling Drop-Off Services.

5.4 Proof of Insurance. All insurance required by this Agreement for Recycling Drop-Off Services shall be obtained from a responsible insurance company or companies reasonably satisfactory to the District and authorized to do business in the State of Ohio. The District shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the District promptly upon commencement of the term of this Agreement for Recycling Drop-Off Services, and insurance policy renewals or certificates shall be delivered to the District not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the District at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5 Workers' Compensation Coverage. Prior to commencing work under this Agreement for Recycling Drop-Off Services, the Operator(s) shall furnish to the District satisfactory proof that the Operator(s) has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement for Recycling Drop-Off Services. Such proof must be included as Exhibit F, which is attached and incorporated by reference. The Operator(s) is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Operator(s) shall hold the District free and harmless for any and all personal injuries of all persons performing work for the Operator under this Agreement for Recycling Drop-Off Services.

5.6 Liability. The Operator(s) shall be responsible for any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto resulting from the performance of the Recycling Drop-Off Services under this Agreement for Recycling Drop-Off Services, provided that any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
2. is caused in whole or in part by any intentional, reckless or negligent act or omission of the Operator(s), anyone directly or indirectly employed by the Operator(s), or anyone for whose acts any of them may be liable.

5.7 Environmental Responsibility. The Operator(s) shall be responsible for contamination of or adverse effects on the environment, or any violation of governmental laws,

regulations, or orders, in each case, to the extent caused by the Operator(s)' negligent, reckless, or willful misconduct relating to the Recycling Drop-Off Services. Operator(s) shall immediately notify the District when it becomes aware of any occurrence of contamination or adverse effects on the environment or any violation of governmental laws, regulations, or orders.

**ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO
PAYMENT**

- 6.1 **Operator(s) Billings to Board and Board Payment.** The Lead Operator shall bill the District for the Recycling Drop-Off Services within ten (10) days following the end of the month, and the District shall pay the Lead Operator on or before the thirtieth (30th) day following receipt of such invoice. Such billing and payment shall be based on the prices and charges stated in the Bid Form, attached and incorporated as Exhibit A, and increased or reduced by the District as provided in this Agreement for Recycling Drop-Off Services. In the event the District increases or reduces payment to the Operator(s), in good faith and at its sole discretion, the District will provide a written explanation and reference to the authorizing provision of the Agreement for Recycling Drop-Off Services, including but not limited to paragraph 6.2. In the event that the Operator(s) disputes the basis for the reduction in payment, the District shall consider the basis for the dispute and may refund any such deduction to the Operator(s). However, the District is under no obligation to accept the validity of any such dispute.

The Operator(s) shall be paid at the rates specified in Exhibit B for every scheduled pull and every unscheduled pull per 8-CY single stream recycling container serviced and transported to the Single-Stream MRF for processing of recyclable materials. It is understood the only time the unscheduled pull rate applies is when the Operator(s) are called to a location at a time that is not pre-scheduled. The number of locations and frequency of scheduled pulls will vary over time and the program evolves and the unscheduled rate will not apply to new locations and frequencies once they have been added to a regular schedule.

The bill submitted by the Lead Operator shall include for each month: (1) the tonnage of recyclable materials received at the Single Stream MRF's gate, as reported by the Single Stream MRF's recording system; and (2) attached copies of the tickets or system report delineating each load of recyclable materials received from the District, inclusive of date, time, truck ID and tons of recyclable materials received.

- 6.2 **Adjustment for Changes in Cost of Fuel.** The Operator providing Recycling Drop-Off Services shall calculate quarterly fuel price adjustments once per quarter (January 1, April 1, July 1, and October 1). For purposes of this provision, a request by the Operator(s) for a fuel price adjustment payment must be submitted by an invoice in writing with supporting documentation demonstrating the fuel price adjustment payment calculation, and be verified by the District. If the Operator(s) fail to perform a quarterly adjustment they will be deemed to have waived any increase to which they would have been entitled for all invoices submitted until the adjustment calculation is calculated.

The base price for fuel to be utilized in determining whether a fuel price adjustment payment is allowable shall be the average price per gallon of diesel fuel on April 20, 2015 (the Monday preceding the Bid opening) of \$2.659 per gallon, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The percent of change for a gallon of diesel fuel during the prior three (3) month period will be compared to the base price per gallon shall be applied to the percentage of the Operator(s) per pull quote that is attributed to fuel.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the Operator(s) to comply with the terms or conditions of this Agreement for Recycling Drop-Off Services, the District may terminate the Agreement for Recycling Drop-Off Services in the following manner: the District shall provide notice to the Operator(s), by hand delivery or by certified mail, return receipt requested, of the alleged material failure of the Operator(s) to comply with the Agreement for Recycling Drop-Off Services. The Operator(s) shall have ten (10) business days to provide the District with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Operator(s) fails to provide such written assurance and substantiating proof within the ten (10) business day period for corrective action, or there are ongoing or continuing failures to perform the Recycling Drop-Off Services, the District may terminate this Agreement for Recycling Drop-Off Services. Any such termination shall not take effect until the District is able to secure alternate or substitute performance of the Recycling Drop-Off Services. The District may commence the process to obtain an alternate or substitute service provider for the Recycling Drop-Off Services following the failure of the Operator to cure the alleged material failure to the satisfaction of the District, in the exercise of the reasonable discretion of the District.
- 7.2 **Surety Cover in the Event of a Material Failure.** In the event of termination, the Operator(s)' surety shall have the right to take over and perform under the Agreement for Recycling Drop-Off Services. However, if the surety does not commence performance, the District shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the District is unable to provide or obtain cover, the effective termination date may be delayed by the District until the District completes the process of obtaining a substitute service provider of the Recycling Drop-Off Services. In such event, the Operator(s) shall continue to perform its responsibilities under this Agreement for Recycling Drop-Off Services until the effective date of termination. Material failure includes, but is not limited to, the Operator(s)' failure to service, transfer and deposit materials collected at the single-stream recycling host locations for processing at a Single-Stream MRF as required by this Agreement for Recycling Drop-Off Services. Material failure also includes the failure of the Operator(s) to provide the Performance Bond and proof of insurance as required.

7.3 **Termination for Change of Control of Operator.** The award of this Agreement for Recycling Drop-Off Services is based on the identity, ownership and control of the Single-Stream MRF as of the time of the award. Such identity, ownership and control is a material term in such award. If during the term of this Agreement for Recycling Drop-Off Services, the Single Stream MRF shall be merged or sold, affecting the MRF's contract with the Operator(s) of this District contract, the Operator(s) must immediately replace those services with a Single Stream MRF acceptable to the District. The District shall have the right, in its sole discretion, to terminate this Agreement for Recycling Drop-Off Services upon thirty (30) days written notice of termination to the Operator(s) unless the Operator(s) replaces the services with a Single Stream MRF acceptable to the District within thirty (30) days from the date of notice. In the event of such notice of termination, the Operator(s) shall continue to perform under the terms of this Agreement of Recycling Drop-Off Services until such time as the District is able to obtain alternate or substitute service

7.4 **Force Majeure.** Performance hereunder may be temporarily or permanently suspended where made impracticable due to events beyond the reasonable control of the party required to perform. Such events include, but are not limited to: acts of God; war, insurrection, or acts of terrorism; or the intervening acts of a superior governmental authority. Neither the Board nor the Operator(s) shall be considered in breach of this Agreement for Recycling Drop-Off Services to the extent that performance of their respective obligations is prevented by an event of force majeure that arises after the Effective Date. The party prevented from carrying out its obligations hereunder shall promptly give notice to the other party of the event of force majeure. If an event of force majeure occurs and its effect continues for a period of 180 days, either the Board or the Operator(s) may give to the other a notice of termination.

If and to the extent that the Operator(s) is prevented from executing the Recycling Drop-Off Services by the event of force majeure, while the Operator(s) is so prevented the Operator(s) shall be relieved of its obligations to provide the Recycling Drop-Off Services; but shall, in good faith, endeavor to continue to perform its obligations under the Agreement for Recycling Drop-Off Services to the extent practicable. If an event of force majeure results in loss or damage to the District, or a host location, the Operator(s) shall continue operations to the extent practicable.

If the Operator

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

8.1 **Entire Agreement.** This Agreement for Recycling Drop-Off Services, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Agreement for Recycling Drop-Off Services may be modified or amended only in writing signed by both parties. If there are any conflicts or inconsistencies between this agreement, the attached Bid Specs, Operator(s) Bid and/or other attached documents then those requirements that impose a greater obligation on the part of the Operator(s) will prevail.

- 8.2 **Notices.** Written notice required to be given under this Agreement for Recycling Drop-Off Services shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Lead Operator, attention Nino Piccoli, or otherwise named City of Medina Service Director, and to the District, attention Solid Waste District Coordinator (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the District or the Operator(s) arising out of a breach of this Agreement for Recycling Drop-Off Services by the District or the Operator(s) shall be effective unless in writing signed by the District and the Operator(s).
- 8.4 **Applicable Law.** This Agreement for Recycling Drop-Off Services shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Medina County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Agreement for Recycling Drop-Off Services is in any way unenforceable, such provision shall be deemed stricken from this Agreement for Recycling Drop-Off Services and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Agreement for Recycling Drop-Off Services shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Operator(s) may not assign this Agreement of Recycling Drop-Off Services or any of the Operator(s)' rights or obligations without the express written consent of the District, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement for Recycling Drop-Off Services to anyone other than the District and the Operator(s). All duties and responsibilities undertaken pursuant to this Agreement for Recycling Drop-Off Services will be for the sole and exclusive benefit of the District and the Operator(s), and not for the benefit of any other party.
- 8.8 **Operation in Accordance with Law.** The Operator(s) agrees it will perform the Recycling Drop-Off Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs or performance of the Recycling Drop-Off Services.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement for Recycling Drop-Off Services on the date set forth above.

**The Board of the Medina County
Commissioners, acting in its capacity as
the Board of the Medina County Solid
Waste Management District**

Adam Friedrich, Commissioner

Timothy C. Smith, Commissioner

Pat G. Geissman, Commissioner

The Operator(s):

The City of Medina

Dennis Hanwell, Mayor

The City of Wadsworth

Robin L. Laubaugh, Mayor

Approved as to Form:

Gregory A. Huber, Law Director
City of Medina

Norman A. Brague, Law Director
City of Wadsworth

Michael K. Lyons, Assistant Prosecuting Attorney
Office of Medina County Prosecutor Dean Holman

EXHIBIT A - REQUEST FOR BIDS

Services for the Recycling Drop-Off Services

Insert the Following:

- A-1. Medina County Solid Waste Management District Request for Bids for Recycling Drop-Off Services dated April 10, 2015
- A-2. Medina County Solid Waste Management District Recycling Drop-Off Services Addendum #1 dated April 22, 2015
- A-3. Medina County Solid Waste Management District Residential Recycling Drop-off Site Host Agreement
- A-4. City of Medina and Wadsworth Bid Response
- A-5. City of Medina and Wadsworth Follow Up Letter

EXHIBIT B – BID FORM B.1**Services for the Recycling Drop-Off Program**
Cost Per Regular Pull/Lift Per Container

| Contract Year | Initial Term (3 years) May 15, 2015 – April 14, 2018 | |
|---------------|--|-------------------------|
| | Price Bid: Cost Per Container Pulled | % of Price Bid for Fuel |
| 1 | \$22.00 | 15.0% |
| 2 | \$23.10 | 15.0% |
| 3 | \$24.26 | 15.0% |
| 4 | \$25.47 | 15.0% |
| 5 | \$26.74 | 15.0% |

EXHIBIT B – BID FORM B.2**Services for the Recycling Drop-Off Program**
Cost Per Unscheduled Pull/Lift Per Container

| Contract Year | Initial Term (3 years) May 15, 2015 – April 14, 2018 | |
|---------------|--|-------------------------|
| | Price Bid: Cost Per Container Pulled | % of Price Bid for Fuel |
| 1 | \$33.00 | 15.0% |
| 2 | \$34.65 | 15.0% |
| 3 | \$36.38 | 15.0% |
| 4 | \$38.20 | 15.0% |
| 5 | \$40.11 | 15.0% |

EXHIBIT C – SINGLE-STREAM MATERIAL RECOVERY FACILITY (MRF)

Services for the Recycling Drop-Off Services

Insert the Following:

- Letter of Intent between Waste Management and the Cities of Medina and Wadsworth dated April 24, 2015.
- Standard contract terms provided by Waste Management (a.k.a. Greenstar Mid-American, L.L.C) for reference.

EXHIBIT D – DEFINED TERMS

See Section IV., Part A. Definitions in the Request for Bids, included in Exhibit A.

EXHIBIT E – IMPLEMENTATION PLAN

Please attach Implementation Plan details, which shall be fully incorporated into the Agreement for Recycling Drop-Off Services.

Implementation Plan details shall include, but are not limited to, benchmark dates for satisfying the following requirements, as applicable: (1) ownership or lease of sufficient Vehicles and Equipment to fully perform the Recycling Drop-Off Services; (2) deadlines for hiring and training employees to fully perform the Recycling Drop-Off Services; (3) submittal of "Certificate of Good Standing" (authorization to do business in the State of Ohio); (4) submittal of proof of insurance, proof of workers' compensation coverage and the required Performance Bond, attached as Exhibits D, E, and F; and (5) proposed Single Stream MRF (inclusive of hours of operation and available capacity of MRF).

EXHIBIT F

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING DROP-OFF SERVICES

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Recycling Drop-Off Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District ("Beneficiary") in the sum of two hundred eighty one thousand four hundred and twenty-four dollars (\$281,424.00), in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement for Recycling Drop-Off Services by and between Principal and Beneficiary, dated the _____ day of _____, 2015, a copy of which is hereto attached and made a part hereof, for the for the purpose of Recycling Drop-Off Services within the Medina County Solid Waste Management District and delivered to a Single Stream MFR for materials recovery ("Recycling Drop-Off Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement for Recycling Drop-Off Services during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such Agreement for Recycling Drop-Off Services, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement for Recycling Drop-Off Services to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement for Recycling Drop-Off Services.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2015, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal) (Surety)

By: _____ By: _____
(Principal Secretary) (Surety Secretary)

(SEAL) (SEAL)

(Witness as to Principal) (Address) (Witness as to Surety) (Attorney-In-Fact)

(Address) (Address) (Address)

(Address) (Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom, _____ bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

EXHIBIT G

Insurance Coverage Requirements
(please attach proof of insurance coverage consistent with below requirements)

| Coverage | Minimum limits of liability, terms and coverage |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate |
| Auto Liability Insurance | \$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required |
| Employer's Liability | \$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate |
| Umbrella/Excess Liability | \$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability |
| Property | Operator shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Operator in the performance of services hereunder. District shall, under no circumstances, be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Operator in the performance of services hereunder. |
| Workers' Compensation | Statutory limits – see Exhibit F |

EXHIBIT H

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Operator(s) is responsible for forwarding updated Certificates to District on a going-forward basis as Certificates expire.

EXHIBIT I

PERS Independent Contractor / Worker Acknowledgment Form

Please attach a current "PERS Independent Contractor / Worker Acknowledgment Form" for each of Operator(s)' employees. Operator(s) is responsible for providing forms on a going-forward basis for all new employees.



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

6/16/2015

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name MI Last Name

Name of Current Employer

STEP 2: Public Employment Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name MI Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

ORDINANCE NO. 86-15

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

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

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

| <u>Account No./Line Item</u> | <u>Additions</u> |
|--|------------------|
| 574-0350-56615 (MCRC-Advances Out) | 30,000.00 * |
| 110-0308-54411 (ODNR Grant) | 30,000.00 * |
| 110-0308-56615 (ODNR Grant-Advances Out) | 30,000.00 * |

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 87-15

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.

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 advances:

- \$30,000.00 from (574) the Medina Community Recreation Center Fund to (110) ODNR Grant Fund – Handicap Parking Project

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: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 88-15

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:

- \$125,000.00 from 574 MCRC 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