

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 19-202-11/12 – Health Insurance Renewal with Medical Mutual of Ohio
- 19-203-11/12 – NOACA Grant - W. Smith Phase 4: Sponsor Partnership Acknowledgement
- 19-204-11/12 – Renew Internet Auction Legislation for 2020
- 19-205-11/12 – Joint Operating Agreement (JOA) Revisions
- 19-206-11/12 – Renew Public Defender Contract
- 19-207-11/12 – Increase P.O. 19-691 – Walter Haverfield – Law Dept.
- 19-208-11/12 – City Hall Parking Structure Construction Update/ Change Order Discussion

11/12/19 (Tuesday)

OK
D. K. Hanwell
11-4-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-202-11/12
Committee: Finance

FROM: Dennis Hanwell
DATE: November 4, 2019
SUBJECT: Health Insurance with Medical Mutual of Ohio

SUMMARY AND BACKGROUND:

Respectfully request Medina City Council to authorize the Mayor to sign the necessary contracts and forms to renew health insurance for the City with Medical Mutual of Ohio for the calendar year 2020. Details to follow in next day or two.

*Respectfully request approval at Finance Committee Meeting on 11/12/19 and Council approval without the emergency clause on 11/25/19.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:



MEDICAL MUTUAL[®]

Prepared For:

CITY OF MEDINA

Effective Date: 1/1/2020

End Date: 12/31/2020

County: Medina

State: Ohio

Quote ID: 0074491-03

Monday, November 4, 2019
9:39 AM



MEDICAL MUTUAL®

As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

The SBC(s) applicable to your current plan(s) will be available on Employerlink or from your sales representative or broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan or policy year.

Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment period.



MEDICAL MUTUAL®

Federal Definitions

Full-Time Employee – Section 4980H provides that full-time employee status is determined on a monthly basis. Under § 4980H, a full-time employee with respect to any month is an employee (including a seasonal employee) who is employed, on average, at least 30 hours of service per week (or, under the rules contemplated to be included in proposed regulations, at least 130 hours of service in the calendar month). An employee who is not a full-time employee under this standard (including a seasonal employee) for a given month is taken into account in the FTE calculation. Section 4980H(c)(2)(E).

Full-Time Equivalent Employee – In determining whether an employer is an applicable large employer for the current calendar year, § 4980H provides that the employer is required to calculate the number of FTEs it employed during the preceding calendar year and count each such FTE as one FT employee for that year. All employees (including seasonal employees) who were not full-time employees for any month in the preceding calendar year are included in calculating the employer's FTEs for that month. The number of FTEs for each calendar month in the preceding calendar year would be determined using the following steps:

- (1) Calculate the aggregate number of hours of service (but not more than 120 hours of service for any employee) for all employees who were not full-time employees for that month.
- (2) Divide the total hours of service in step (1) by 120. This is the number of FTEs for the calendar month.

In determining the number of FTEs for each calendar month, fractions would be taken into account. For example, if in a calendar month employees who are not full-time employees work 1,260 hours, there would be 10.5 FTEs for that month. However, after adding the 12 monthly full-time employee and FTE totals, and dividing by 12 (the amount in Section V.E, step (4) below), all fractions would be disregarded. For example, 49.9 FT employees for the preceding calendar year would be rounded down to 49 FT employees (and thus the employer would not be an applicable large employer in the current calendar year).

Seasonal Employee - Section 4980H provides that seasonal employees are employees who perform labor or services on a seasonal basis as defined by the Secretary of Labor, including seasonal workers covered by 29 C.F.R. § 500.20(s)(1) and retail workers employed exclusively during holiday seasons. Section 4980H(c)(2)(B)(ii). If an employer's workforce exceeds 50 FT employees for 120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal employees, the employer would not be an applicable large employer. It is contemplated that, for this purpose only, four calendar months would be treated as the equivalent of 120 days.



MEDICAL MUTUAL®
Renewal Form

To comply with various new components of healthcare reform, Medical Mutual needs to gather the following information in order to correctly process your group's renewal. Please review the definitions section before completing the form.

Please complete the following information for the renewing group policy:

Group Information

Group Name: CITY OF MEDINA

Group Number: # 778236

Group Certification

1. Total number of people employed by your company (exclude COBRA/retirees):
 - a. _____ # of full-time
 - b. _____ # of part-time
 - c. _____ # of FTEs (full-time equivalent employees)
2. Total number of covered persons:
 - a. _____ # electing COBRA
 - b. _____ # who are retired
3. Minimum work hours per week:
 - a. _____ # of employees working 25 or more hours per week
 - b. _____ # of hours an employee must work to be eligible for coverage under this renewing group policy
 - c. _____ # of employees working the minimum number of hours disclosed in statement 3-b
4. Total number of eligible employees residing outside of Ohio: _____
5. Total number of eligible waivers (ie: employees not applying for coverage): _____
 - Examples of waivers include employees covered:
 - in a spouse's employer sponsored health plan
 - as an active eligible employee or retiree in another health plan sponsored by a second employer
 - covered under a parent's plan
 - covered by Medicare and/or a Medicare Supplement plan
 - in a government-sponsored plan such as: TRICARE, Medicaid or Veteran's Administration (VA) coverage
 - in subsidy-eligible individual coverage
6. Do you offer spousal coverage:
 - a. Yes
 - b. Yes, only if no other coverage is available
 - c. No



MEDICAL MUTUAL

Renewal Form

Outside Vendor Information

1. Health Savings Account (HSA)
 - A. _____ Not applicable
 - B. _____ Name of administrator
 - C. \$ / % _____ Employer contribution toward single coverage
 - D. \$ / % _____ Employer contribution toward family coverage
2. Health Reimbursement Account (HRA)
 - A. _____ Not applicable
 - B. _____ Name of administrator
 - C. \$ _____ Employer contribution toward single coverage
 - D. \$ _____ Employer contribution toward family coverage
 - E. Who pays first? Employee Employer Other
3. Name of Pharmacy Benefit Manager (PBM): _____
4. Name of Stop Loss Carrier: _____

Employer Contribution

1. Employer contribution toward employee coverage: \$ _____
2. Employer contribution toward family/dependent coverage: \$ _____
3. Has your company decreased its level of contributions toward health premium by more than 5 percent below the contribution rate on March 23, 2010, for any tier of coverage and any class of similarly situated individuals?
 Yes No

Renewal Acceptance

Group Official/Broker/Consultant/Medical Mutual Rep signature: _____

Title: _____

Date: _____

This form must be returned no later than five business days before the effective date of the group's renewal



MEDICAL MUTUAL

CITY OF MEDINA
ALL SECTIONS
INSURED RENEWAL DEVELOPMENT
Effective January 1, 2020, through December 31, 2020

Experience Period:
August 1, 2018, through July 31, 2019

	MEDICAL	DRUG	DENTAL	TOTAL
ESTIMATED INCURRED CLAIMS	\$1,886,699	\$333,929	\$81,818	\$2,302,446
POOLING ADJUSTMENT	(\$278,284)	N/A	N/A	(\$278,284)
CLAIMS TO ANNUALIZE	N/A	N/A	N/A	N/A
BENEFIT/ENROLLMENT CHANGES	N/A	N/A	N/A	N/A
CREDIBILITY & RISK ADJUSTMENTS	(\$16,767)	\$12,763	\$4,878	\$874
APPLICABLE TREND	1.1446 17.0 10.00%	1.2130 17.0 14.50%	1.0285 17.0 2.00%	1.1513 10.44%
PROJECTED INCURRED CLAIMS	\$1,824,090	\$420,537	\$89,167	\$2,333,794
ADMINISTRATION & COMMISSION	\$277,222	\$27,129	\$11,337	\$315,688
PREMIUM TAX	\$0	\$0	\$0	\$0
MANDATED FEES*	\$76,323	\$0	\$0	\$76,323
RENEWAL PREMIUM	\$2,177,635	\$447,666	\$100,504	\$2,725,805
REVISED RENEWAL PREMIUM	\$1,913,742	\$450,282	\$104,438	\$2,468,462
PREMIUM AT CURRENT RATES	\$1,755,727	\$413,103	\$104,438	\$2,273,268
CHANGE IN PREMIUM	24.03%	8.37%	-3.77%	19.91%
REVISED CHANGE IN PREMIUM	9.00%	9.00%	0.00%	8.59%

Based on Average Enrollment of:
Single 33
Family 84

Rates reflect the federally mandated fees as listed below. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period. See notes for rate details.

Mandated Fees
PCORI \$0
Reinsurance \$0
Market Share \$76,323
MCO Fee \$0
Total \$76,323



MEDICAL MUTUAL®

CITY OF MEDINA
ALL SECTIONS
INSURED RENEWAL RATES

Effective January 1, 2020, through December 31, 2020

			Monthly Enrollment	Current Rates	Renewal Rates
# 778236					
CMM I	\$500 Ded / 80% Coins / \$1,000 MOOP	Single Family	33	\$600.04	\$654.04
		Family	84	\$1,500.11	\$1,635.12
DRUG I	Retail Copays: \$15 / \$30 / \$50	Single Family	33	\$141.18	\$153.89
		Family	84	\$352.96	\$384.73
DENTAL I	Dental	Single Family	33	\$31.84	\$31.84
		Family	84	\$90.74	\$90.74

Rates include PCORI, Reinsurance and Market Share fees, when applicable, which are federally mandated. All fees are subject to premium tax. When a contract spans more than one calendar year, the fees are averaged over the length of the period.

Rate Acceptance

Group Official Initial: _____ Please Initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____



CITY OF MEDINA
ALL SECTIONS
DISCLAIMERS AND NOTES

Effective January 1, 2020, through December 31, 2020

- 1 - Rates include broker commission of \$11.00 PEPM based on Medical LOB only.
- 2 - All rates are subject to the terms and conditions specified in the Group Contract.
- 3 - Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 4 - Medical rates include Essential only.
- 5 - In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 6 - Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 7 - As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 8 - Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco Quitline, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 9 - This offer includes wellness funds in the amount of \$3,000. Wellness funds must be spent during this contract period and do not carry-over to subsequent contract periods. Refer to the contract for more specifics regarding the wellness fund.
- 10 - Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 11 - If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.
- 12 - The addition of a specially drug copay of 25% up to a maximum of \$250 to any Rx Card that does not have a specially drug copay currently would reduce fully-insured rates up to 3.50% for the drug line of business.
- 13 - Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life.

Rate Acceptance

Group Official Initial: _____
Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____



MEDICAL MUTUAL

CITY OF MEDINA
ALL SECTIONS
LEGISLATIVE UPDATES

Effective January 1, 2020, through December 31, 2020

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.
- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 49801 of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

Rate Acceptance

Group Official Initial: _____
Please initial next to the benefits that have been selected by the group.

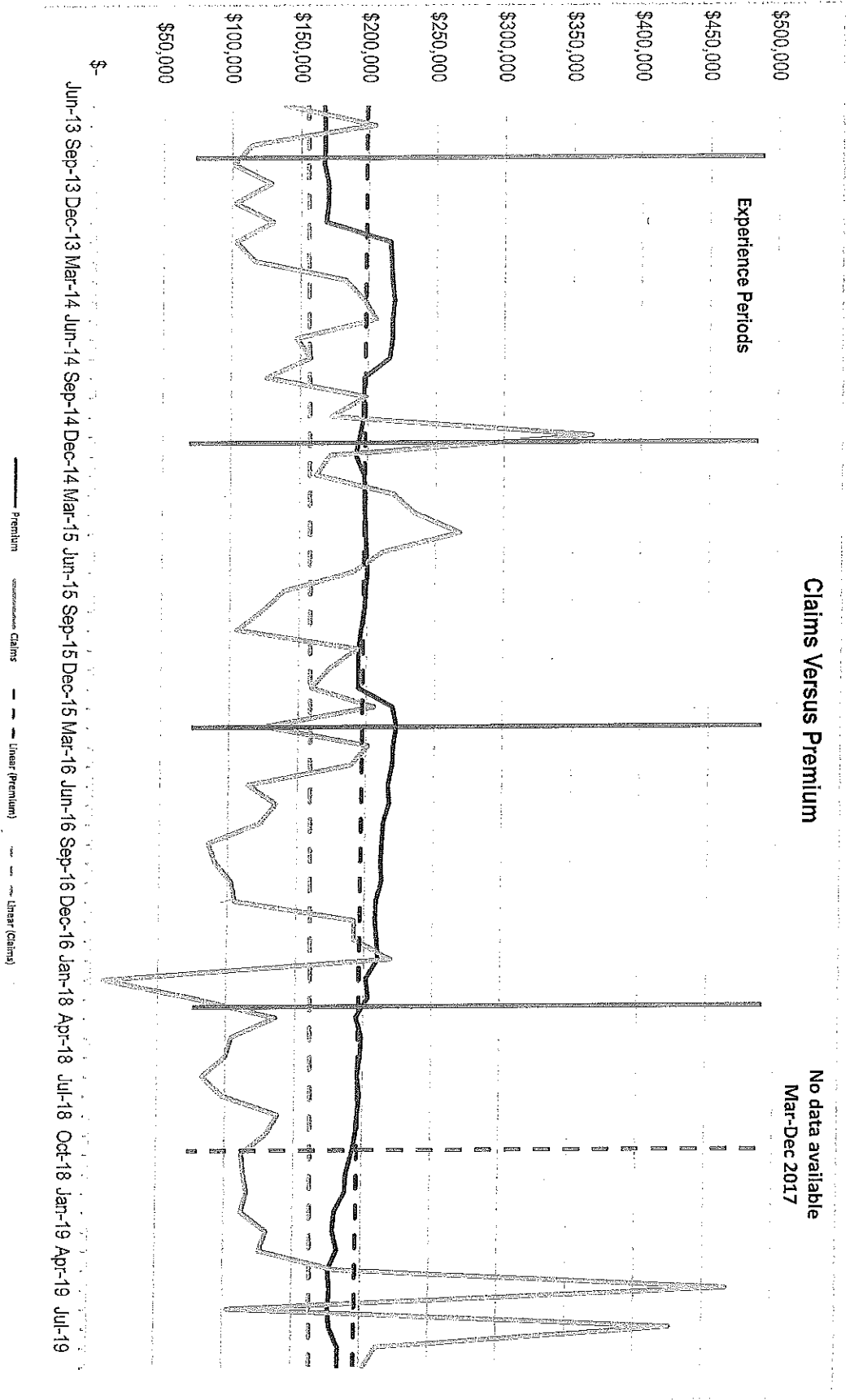
Group Official Signature: _____

Title: _____

Date: _____

City of Medina

2020 Claims vs Premium Analysis - Actual



City of Medina 2020 Renewal



Benefits Schedule: In Network	MMO - With Chamber Discount Current Plan		MMO - With Chamber Discount 2020 Proposed Renewal		MMO - With Chamber Discount REVISED Renewal			
	Network	Non-Network	Network	Non-Network	Network	Non-Network		
Deductible	\$500 / \$1,000	\$1,000 / \$2,000	\$500 / \$1,000	\$1,000 / \$2,000	\$500 / \$1,000	\$1,000 / \$2,000		
Coinsurance After Deductible	20%	40%	20%	40%	20%	40%		
Out of Pocket Maximum	\$1,000/\$2,000	\$3,000/\$6,000	\$1,000/\$2,000	\$3,000/\$6,000	\$1,000/\$2,000	\$3,000/\$6,000		
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
Physician Office Visit	\$20	40%	\$20	40%	\$20	40%		
Specialist Office Visit	\$40	40%	\$40	40%	\$40	40%		
Preventive Care	No Copay	40%	No Copay	40%	No Copay	40%		
Emergency Room	\$100, then 20%	40%	\$100, then 20%	40%	\$100, then 20%	40%		
Urgent Care	\$50	40%	\$50	40%	\$50	40%		
Prescription Drugs								
Tier I	\$15		\$15		\$15			
Tier II	\$30		\$30		\$30			
Tier III	\$50		\$50		\$50			
Mail Order Rx								
Tier I	\$30		\$30		\$30			
Tier II	\$60		\$60		\$60			
Tier III	\$100		\$100		\$100			
RENEWAL								
Current Plan								
Lives	Est. Monthly Rate	Annual Premium	Lives	Est. Monthly Rate	Annual Premium	Lives	Est. Monthly Rate	Annual Premium
33	\$ 741.22	\$ 293,523	33	\$ 897.23	\$ 355,303	33	\$ 807.93	\$ 319,940
84	\$ 1,863.07	\$ 1,867,895	84	\$ 2,243.09	\$ 2,261,035	84	\$ 2,019.85	\$ 2,036,009
117	\$	\$ 2,161,418	117	\$	\$ 2,619,338	117	\$	\$ 2,355,949
EMPLOYEE CONTRIBUTIONS - 12%			21.05%			9.00%		
Lives	Monthly Rate	Annual Contributions	Lives	Monthly Rate	Annual Contributions	Lives	Monthly Rate	Annual Contributions
21	\$ 88.95	\$ 22,414	21	\$ 107.67	\$ 27,132	21	\$ 96.95	\$ 24,432
71	\$ 222.37	\$ 189,458	71	\$ 289.17	\$ 229,334	71	\$ 242.38	\$ 206,509
92	\$	\$ 211,872	92	\$	\$ 256,466	92	\$	\$ 230,941
RENEWAL								
Proposed Renewal								
Lives	Monthly Rate	Annual Contributions	Lives	Monthly Rate	Annual Contributions	Lives	Monthly Rate	Annual Contributions
16	\$ 118.60	\$ 22,770	16	\$ 143.56	\$ 27,563	16	\$ 129.27	\$ 24,820
15	\$ 296.49	\$ 53,368	15	\$ 358.89	\$ 64,601	15	\$ 323.18	\$ 56,172
31	\$	\$ 76,139	31	\$	\$ 92,164	31	\$	\$ 82,991
TOTAL NET COST			\$1,873,407			\$2,267,708		
Per Capita Cost			\$16,012			\$19,382		
Premium Difference			\$394,302			\$17,453		
Percentage Difference			21.05%			9.00%		

Contributions are based on enrollment as of 9/1/16.
This proposal is for illustrative purposes only. All benefits are subject to the terms and conditions of the Master Contract. Illustrated rates are based on census and data supplied. Final rates will be based on actual enrollment. Rates are not final until approved by underwriting.

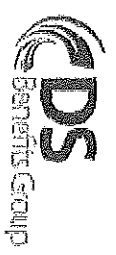
City of Medina 2020 DENTAL Renewal



GROSS PREMIUM		Lives	Rate	Annual Premium	MMO - With Chamber Discount	
Employee	Family				Proposed Renewal	Annual Premium
35	88	123	\$ 31.84	\$ 13,373	\$ 31.84	\$ 13,373
		88	\$ 90.74	\$ 95,821	\$ 90.74	\$ 95,821
TOTAL PREMIUM		123		\$ 109,194		\$ 109,194
			\$ Change			\$
			% Change			0.00%

This proposal is for illustrative purposes only. All benefits are subject to the terms and conditions of the Master Contract. Illustrated rates are based on census and data supplied. Final rates will be based on actual enrollment. Rates are not final until approved by underwriting.

City of Medina 2020 Renewal



MEDICAL	MMO - With Chamber Discount Current Plan		MMO - With Chamber Discount Proposed Renewal		MMO - With Chamber Discount 2020 Proposed Renewal		MMO - With Chamber Discount REVISED Renewal	
	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium
GROSS PREMIUM								
Employee	33	\$ 293,523	33	\$ 355,303	33	\$ 319,940	33	\$ 319,940
Family	84	\$ 1,857,895	84	\$ 2,261,035	84	\$ 2,056,009	84	\$ 2,056,009
TOTAL PREMIUM	117	\$ 2,151,418	117	\$ 2,616,338	117	\$ 2,355,949	117	\$ 2,355,949
EMPLOYEE CONTRIBUTIONS - 12%								
Employee	21	\$ 88,95	21	\$ 107,67	21	\$ 27,132	21	\$ 96,95
Family	71	\$ 222,37	71	\$ 269,17	71	\$ 229,334	71	\$ 242,38
Total CONTRIBUTIONS	92	\$211,872	92	\$256,466	92	\$256,466	92	\$230,941

MEDICAL	MMO - With Chamber Discount Current Plan		MMO - With Chamber Discount Proposed Renewal		MMO - With Chamber Discount 2020 Proposed Renewal		MMO - With Chamber Discount REVISED Renewal	
	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium
GROSS PREMIUM								
Employee	16	\$ 22,770	16	\$ 27,563	16	\$ 24,820	16	\$ 24,820
Family	15	\$ 53,368	15	\$ 64,601	15	\$ 58,172	15	\$ 58,172
TOTAL PREMIUM	31	\$76,139	31	\$92,164	31	\$82,991	31	\$82,991
EMPLOYEE CONTRIBUTIONS - 16%								
Employee	16	\$ 118,60	16	\$ 143,56	16	\$ 129,27	16	\$ 129,27
Family	15	\$ 296,49	15	\$ 358,89	15	\$ 323,18	15	\$ 323,18
Total CONTRIBUTIONS	31	\$415,09	31	\$492,45	31	\$452,45	31	\$452,45
TOTAL NET COST		\$1,873,407		\$2,267,708		\$2,042,017		\$2,042,017
Per Capita Cost		\$16,012		\$19,382		\$17,453		\$17,453
Premium Difference				\$394,302		\$168,610		\$168,610
Percentage Difference				21.05%		9.00%		9.00%

DENTAL	MMO - With Chamber Discount Current Plan		MMO - With Chamber Discount Proposed Renewal		MMO - With Chamber Discount 2020 Proposed Renewal		MMO - With Chamber Discount REVISED Renewal	
	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium	Lives	Annual Premium
GROSS PREMIUM								
Employee	35	\$ 31,84	35	\$ 27,85	35	\$ 31,84	35	\$ 31,84
Family	88	\$ 90,74	88	\$ 79,38	88	\$ 90,74	88	\$ 90,74
TOTAL PREMIUM	123	\$ 109,194	123	\$ 96,522	123	\$ 109,194	123	\$ 109,194
EMPLOYEE CONTRIBUTIONS - 12%								
Employee	35	\$ 31,84	35	\$ 27,85	35	\$ 31,84	35	\$ 31,84
Family	88	\$ 90,74	88	\$ 79,38	88	\$ 90,74	88	\$ 90,74
Total CONTRIBUTIONS	123	\$ 109,194	123	\$ 96,522	123	\$ 109,194	123	\$ 109,194
TOTAL NET COST		\$1,982,601		\$2,267,708		\$2,151,211		\$2,151,211
Per Capita Cost		\$16,012		\$19,382		\$17,453		\$17,453
Premium Difference				\$394,302		\$168,610		\$168,610
Percentage Difference				21.05%		9.00%		9.00%

TOTAL \$1,982,601 \$2,267,708 \$2,151,211

\$ Change \$380,630 \$ Change \$168,610

% Change 19.20% % Change 8.50%

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: October 24, 2019

SUBJECT: NOACA Grant for West Smith Phase 4: Sponsor Partnership Acknowledgement

Handwritten signature and initials

*ok
2-17 am
10-24-19*

NO. RCA 19-203-11/12

COMMITTEE REFERRAL: Finance

This request is for Council's authorization for the Mayor to sign the attached Sponsor Partnership Responsibility Acknowledgement.

In October, 2016 Council passed Resolution 140-16 (attached) authorizing the submittal of an application to NOACA for grant funds for the West Smith Phase 4 Reconstruction. This is the section of West Smith between State Road and S. Court Street. As noted on the attached letter from NOACA, on September 13, 2019 the Board approved our application for grant funds in the amount of \$2,046,500.

As part of the acceptance process, NOACA requires that an Authorized Representative of the City sign the attached acknowledgement. This request asks that Council authorize the Mayor to sign for the City.

Please be advised, as with any federally funded project, going forward there will be additional agreements and authorizations necessary, this is only the first. We will submit those to Council as they are ready.

Thank you for your consideration.

ESTIMATED COST: There is no cost to authorize the acknowledgement, but this does commit the City to our share of future costs for the project.

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number: n/a

Transfer Needed from:
To:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

NOACA 2021-2024 TIP Project Award – Sponsor Partnership Responsibilities

Sponsor Agency: City of Medina

Project(s):

Project Name	NOACA Funding	SFY
West Smith Road Rehabilitation (East off State Road to South Court Street)	\$2,046,590 (80% STBG)	2021

The sponsor shall work with NOACA as a partner in the development and implementation of the stated project(s). To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meetings (if applicable).
3. NOACA review and approval of the original, and any proposed modifications to, project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the project.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

Authorized Agency Representative

Date

Grace Gallucci, Executive Director, NOACA

Date

1025
GRAT



October 17, 2019

The Honorable Dennis Hanwell
Mayor
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

RE: NOACA 2021-2024 TIP Funding Award and Agreement

Dear Mayor Hanwell,

Congratulations! On September 13, 2019, the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the funding State Fiscal Year 2021-2024 Transportation Improvement Program (TIP). We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's *AIM Forward 2040* long-range transportation plan.

Project Name	NOACA Funding	SFY
West Smith Road Rehabilitation (East off State Road to South Court Street)	\$2,046,590 (80% STBG)	2021

Thus, NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

This funding award represents a partnership between the City of Medina and NOACA to develop and implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Randy Lane, Director of Programming, at (216) 241-2414 ext. 300 or by email at rlane@mpo.noaca.org.

On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your project.

Respectfully,

Grace Gallucci
Executive Director

CC: Patrick Patton, City Engineer

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Ron Young, Lake County Commissioner

Matt Zona, Cleveland Council, Ward 15

Ex Officio Member:
Kurt Princic, District Chief, Northeast District Office, Ohio Environmental

Executive Committee Members

Grace Gallucci, NOACA Executive Director

1299 Superior Ave., Cleveland, Ohio 44114-3204 Phone: 216-241-2414 FAX: 216-621-3024

Web: www.noaca.org [noaca.org](https://www.facebook.com/noaca.org) [@noaca_mpo](https://twitter.com/noaca_mpo)

RESOLUTION NO. 140-16

A RESOLUTION AUTHORIZING THE MAYOR TO FILE A GRANT APPLICATION WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (N.O.A.C.A) FOR A FEDERAL AID PROJECT GRANT FOR THE W. SMITH ROAD PHASE 4 PROJECT.

WHEREAS: The City of Medina, Ohio intends to apply to the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for a Federal Aid Project for the W. Smith Road Phase 4 Project; and

WHEREAS: The preliminary budget estimate for this project is approximately \$4.05 million; and

WHEREAS: If successful, the federal grant would fund approximately \$2.8 million with the City's share being approximately \$1.25 million.

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 a grant application with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for a Federal Air Project Grant for the W. Smith Road Phase 4 Project.

SEC. 2: That the City acknowledges that the local match of the grant is estimated at \$1.25 million.

SEC. 3: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

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

PASSED: October 11, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 12, 2016

SIGNED: Dennis Hanwell
Mayor

RCA to renew for 2019-2020

RCA 19-204-11/12
Finance
RCA 18-183-10/22

RESOLUTION NO. 162-18

A RESOLUTION EXPRESSING THE INTENT TO SELL MUNICIPALLY OWNED PERSONAL PROPERTY WHICH IS NO LONGER NEEDED FOR PUBLIC USE, OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION DURING THE CALENDAR YEAR 2018-2019.

WHEREAS: Section 135.01 of the codified ordinances of the City of Medina, Ohio provides for the sale or disposition of personal property of the City of Medina no longer needed for municipal purpose, obsolete or unfit for the use for which it was acquired; and

WHEREAS: Section 135.01(d) of the codified ordinances of the City of Medina, Ohio authorizes the sale by internet auction.

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

SEC. 1: That this Council hereby expresses its intent to sell municipally owned personal property which is no longer needed for public use, or which is obsolete or unfit for the use for which it was acquired by internet auction during the calendar year 2018-2019.

SEC. 2: That the sales shall be conducted in accordance with Section 135.01 of the codified ordinances of the City of Medina by the Mayor or his designee under the following terms and conditions:

- a. Internet markets, including but not limited to GovDeals.com may be utilized. Fees for this service shall be negotiated.
- b. The minimum number of days for bidding shall be no less than fifteen days including Saturdays, Sundays and legal holidays.
- c. The Mayor or his designee may conduct the auction directly or may negotiate with a representative to conduct the auction.
- d. The Board of Control may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax.
- e. The Mayor is authorized to sign any documents necessary to establish the procedure if a representative is used or to complete the transaction.

SEC. 3: That upon adoption of this legislation, the Clerk of Council shall publish in a newspaper of general circulation, notice of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. Notice shall include a summary of this legislation and shall be published twice. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice.

SEC. 4: That a similar notice shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council and at www.medinaoh.org.

SEC. 5: 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. 6: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: November 13, 2018

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 14, 2018

SIGNED: Dennis Hanwell
Mayor

ok
D. J. Hammett
10-28-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-205-11/12

FROM: Medina Community Recreation Center

Committee: Finance

DATE: 10-28-2019

SUBJECT: Joint Operating Agreement (JOA) revisions

SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council's permission to amend the original JOA with the attached suggested changes. (pages: 1, 5, 6, 11-18, 21, 22, 25, & 31)

The JOA committee coordinating these revisions would like this amendment to start 1-1-2020, per Council and the Board of Education's approval, and pending approval from the City Law Director,

Note: The Board of Education is reviewing this at their November 4th work session and the full Board meeting on November 18th.

Estimated Cost:

Suggested Funding:

sufficient funds in Account No.

- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

JOINT OPERATING AGREEMENT
FOR
MEDINA RECREATION CENTER

By and Between

Board of Education for Medina City School District

The City of Medina, Ohio

May 30, 2001

Revised Effective January 1, 2020

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Operating Agreement

This Agreement is entered into on the ~~9th day of August, 2001~~
day of _____, _____, by and between The Board of Education of the
Medina City School District and the City of Medina, Ohio. **This modified
agreement will become effective on the 1st day of January, 2020.**

WHEREAS, the citizens of the Medina City School District have passed a Bond Issue for the construction of major additions to the high school; and

WHEREAS, the City of Medina, Ohio has committed to provide certain funds to supplement the construction of a Recreation Center at the location of the expanded high school; in return for other considerations in this document; and

WHEREAS, the parties to this Agreement desire to share in the use of the Recreation Center; and

WHEREAS, the parties desire to coordinate their efforts and to cooperate in this venture in order to maximize the benefit to the community; and

WHEREAS, the parties desire to memorialize their understanding in writing.

NOW, THEREFOR, in consideration of the mutual covenants and conditions herein contained and for good and valuable consideration, the

receipt of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I

Definitions

As used in this Agreement, the following terms have the following meanings unless the context clearly indicates otherwise (terms defined in the singular to have the same meaning when used in the plural and vice versa):

“Advisory Committee” means the group of individuals appointed pursuant to Article IX of this Agreement, organized to make recommendations to the City and the School Board.

“Capital Improvements and Replacement” means the additions, construction, reconstruction, fixtures, ~~equipment~~, flooring, lighting, and such other items which have a life expectancy of five years or more for accounting purposes **with the exception of equipment.**

“Capital Improvement Fund” means the funds created by the School Board and the City for revenues and expenses related to Capital Improvement and Replacement of components of the Recreation Center to be established by the School Board and the City as provided in Article V.

“City” means the City of Medina, Ohio.

“Contract Year” means the fiscal year of the School Board which runs from July 1 to June 30 each year.

“Courts” mean the four courts located in the field house to be used for basketball, volleyball, badminton, tennis, and other general recreational use.

“Director” means the person selected by the School Board and the person selected by the City, which individuals shall have the primary

day-to-day authority regarding their respective party's activities at the Recreation Center.

"GAAP" means the generally accepted accounting principles consistently applied.

"Member" of the Recreation Center means any person who has arranged with the City, through membership purchase or otherwise, to have the privilege of using the Recreation Center facilities under the Supervision of the City.

"Operating Expenses of the Physical Plant" means all expenses relating to utilities, custodial service, maintenance, repairs of items with a useful life of less than 5 years, snow and ice removal, and landscape maintenance incurred at or about and relating to the Recreation Center, including labor, materials, supplies and independent contractors.

"Pools" means the "competitive pool" and the "recreation pool" located at the Recreation Center.

"Priority Use" means that when schedules are being developed, the party with priority use for a given area in the Recreation Center for a given time on a given day shall have the first opportunity to schedule an activity. Should that party not choose to schedule an activity, then the other party is free to schedule an activity for that area at that time and day.

"Programming Expense" means all expenses directly related to particular programs run by each party, such as Supervision expenses, program supplies, personnel expenses for organizing the program, advertising about the programs, and maintenance or custodial services above and beyond usual day-to-day use of the Recreation Center.

“Recreation Center” means a facility of approximately 106,000 square feet (first and second floor) owned by the School Board, and leased to the City, having a track, four courts, two pools, and various other rooms attached as a part of the high school.

“School Board” means the Board of Education of the Medina City School District, which is constituted and organized as required by the statutes of the State of Ohio.

“School Year” means the term that the high school is in session as determined by this School Board and state law.

“Student Day” means that portion of the regularly scheduled high school day when attendance by the student body is required.

“Supervision” means the obligation to have on-site an adequate number of trained individuals to oversee properly the activities occurring in the Recreation Center.

“Track” means the indoor track located within the Recreation Center.

“Weight Room” means that room located in the Recreation Center containing weight training and exercise equipment.

ARTICLE II

Descriptions of the Parties and Facilities

2.1 Facilities. The facilities consist of the Recreation Center, containing a Track, Courts, two Pools, Weight Room, physical therapy room, aerobics room, locker rooms, offices, storage, and all other support areas contained within the defined structure.

2.2 Parties. The parties to this Agreement are the School Board and the city.

ARTICLE III

Principles of Use

3.1 Public Funding. The parties acknowledge that the Recreation Center is made possible due to public funding from residents of the Medina City and the Medina City School District community. The parties mutually covenant that the Recreation Center shall comply with the purposes, clauses, and tax rules for any related tax-exempt bonds.

3.2 Ownership by the School Board. The Recreation Center is owned by the School Board.

3.3 Leasehold Interest by City. In consideration of its providing funds to the construction of the Recreation Center, the City shall be granted a leasehold interest in and to the Recreation Center premises for a term of 50 years commencing on the date the facilities are opened for public use and terminating on June 30, of the fiftieth year thereafter, unless renewed as stated in Article VI herein. The Parties agree to execute a lease agreement setting forth the terms & conditions of the leasehold interest, consistent with the intent of this joint operating agreement.

The original lease shall required the following an initial prepayment of rent in the amount of seven million, five hundred thousand dollars (\$7,500,000). Payments will be were made on the following schedule:

\$1,000,000	immediately, upon signing this agreement
\$780,000	when foundation completed
\$1,000,000	when steel erected
\$2,055,000	when shell completed
\$1,000,000	when interior roughed in

\$1,665,000 when interior completed, occupancy permit is issued.

The parties acknowledge that the School Board will apply such rent to its land acquisition and construction costs for the Recreation Center.

Except for such rent payments to be so applied and any change orders pre-authorized by the City, the City shall have no obligation or liability for any construction costs, including overruns, all of which shall be the responsibility of the School Board, as owner of the premises.

During construction, the School Board agrees not to execute any change orders that would have impact on City programming at the Recreation Center without written consent of the City, which consent must not be unreasonably withheld.

The City agrees not to request unilaterally any further change to the construction plans as they currently stand without accepting financial responsibility for the consequences of such change.

The lease shall also require the City to pay as additional rent annually the amounts specified in Article V for the Operating Expenses of the Physical Plant and the Capital Improvements Fund for the Recreation Center.

This lease shall grant the City an indefinite number of five year renewals to the original term of the lease, with the rent during the renewal period to be One Dollar per year plus the amounts to be required for the Operating Expenses of the Physical Plant and the Capital Improvements Fund.

ARTICLE IV

Priority of Use

For program planning purposes, each party shall have certain times of the year during which they shall have priority use for certain areas of the Recreation Center. ~~The initial priority schedule is attached as Appendix A.~~

This will be reviewed annually by the Advisory Committee and revised as needed. As the Operating Expenses initially will be shared approximately equally, the parties agree each has the right to approximately half of the available time/space for priority use.

However, it is expected that the City will probably program more time/space than the School Board.

Furthermore, it is expected that most time/space that is not specifically scheduled by either party will probably be made available for unscheduled use by Recreation Center Members under Supervision by the City.

It is intended that the parties will schedule their program use prior to the start of each Contract Year in accordance with the principles of Article IV and policies and procedures to be recommended by the Advisory Committee, and be bound by those scheduling commitments as provided in Article V. In the event one party allows the other party to schedule programs during the first party's time/space of Priority Use, this does not change the first party's Priority Use for the future unless the Advisory Committee revises the Priority Use schedule during their next scheduled review.

4.1 Priority Use. Each party shall have priority use of the designated areas in Appendix A.

4.2 Shared Use. City has priority use of all areas of the facility when neither the school nor the city has anything scheduled. There will be times that programming will require shared usage of the same area (ex: Fitness center). ~~Appendix A is used as the guideline.~~ The city will retain use of two of the lap lanes of the competitive pool when school physical education classes are in session.

4.3 Recreation Pool and Track. It is the intent of the parties that the Recreation Pool and Track remain open to Members for general use as many hours as possible.

4.4 Food Service. Food service within the Recreation Center will be the responsibility of and Supervised by the City. This can be modified by written agreement between the parties.

ARTICLE V

Scheduling and Funding

5.1 Scheduling. The Directors shall meet, agree on the Priority Use, and deliver a signed Priority Use schedule to the Advisory Committee by January 1 prior to any given Contract Year, ~~except that the initial year of the Priority Use scheduling is attached as Appendix A.~~ The signature of the two Directors on a Priority Use schedule for a given Contract Year shall signify such agreement.

During any Contract Year where such Priority Use scheduling agreement did not occur by the established deadline, the Priority

Use scheduling for that Contract Year reverts to the prior year's Priority Use Schedule.

During the year, each Director will use the Priority Use schedule to develop a calendar of programming that is definitely planned for the coming months. A copy of the current actual scheduled use calendar will be constantly displayed in the Recreation Center at a location readily available to both Directors.

During the year, any changes to this schedule will be initialed by the Director of the party having Priority Use for that time/space. An alternative system may be employed provided it meets the same criteria for availability and control of the schedule.

5.2 Funding. The agreement of the parties to a Contract Year scheduling calendar also signifies their agreement to the funding obligation associated with the time schedule.

5.3 Fees to be Paid to Parties. Each party to this Agreement shall be free to establish and collect fees for scheduled use sponsored and supervised by that party during such party's scheduled time.

5.4 Operating Expenses of the Physical Plant. The parties agree ~~that initially~~ the School Board will be liable for ~~52.5~~ 50% of the Operating Expenses and ~~that the City will be liable for 47.5~~ 50% of the Operating Expenses. ~~This 5% difference is to compensate for possible inefficiencies of the Physical Plant.~~ The sharing of Operating Expenses may be adjusted by written agreement of the two parties.

The utilities portion of the Operating Expenses for the Recreation Center will be separately metered, where feasible, and otherwise prorated as accurately as feasible.

The School Board shall pay from its general account all of the Operating Expenses of the Physical Plant as incurred. The School District shall then invoice the City for its allocable share on or before the 10th day of the next month, to be paid by the City within 20 days after receipt of the invoice.

5.5 Day-to-day Operations. In order to have one channel for scheduling activities, programming and usage, all questions and concerns relating to the day-to-day scheduling will be directed to the City's Director. The City retains the right to hire, at its expense, part-time employees for programming assistance.

In order to have one channel for School scheduling activities, all questions and concerns related to day-to-day scheduling will be directed to the School's Athletic Director.

In order to have one channel of communication for School Operations and Facility related issues will be directed to the Director of Business Affairs.

5.6 Capital Improvements Fund. The parties recognize the Recreation Center will need future capital spending to maintain the structure, and the value of providing funds for such future needs.

Both parties shall establish and maintain a Capital Improvement Fund for the capital improvement and repair of the Recreation Center.

The Capital Improvement fund shall be maintained separate and apart from the other funds maintained by the School Board and the City.

A Capital Improvement Budget will be recommended by the Advisory Committee before the beginning of each Contract Year and approved by each party.

Withdrawals from each party's funds shall be made within the approved budget (or in an emergency with the approval of the Advisory Committee President or designee).

Quarterly reports of the Capital Improvement Fund should be forwarded by the school to the city and the city to the school with copies from both entities to the Advisory Committee showing scheduled deposits and expenditure history.

Initially, the parties estimate the total capital replacement and repair costs for each Contract Year to be \$200,000 (\$100,000 per party allocated to each party's fund).

The parties may from time to time by mutual written agreement change this estimated amount. **The Board and the City will consider increasing this amount if the expenses exceed the current balance.** Each party shall pay into its Capital Improvement Fund on or before July 31 of each Contract Year one-half of the total amount agreed upon for that Contract Year.

However, in the first two Contract Years of this agreement, neither party will be required to pay any of its allocable share; in the third year, each party shall pay 30% of its allocable share; in the fourth year 60%; and in the fifth year 90%.

Thereafter, each party shall pay 100% of its allocable share.

5.7 Naming Rights. The parties agree that there are three (3) categories of “naming rights” with regard to the recreation center.

1. Exterior of the recreation center
2. Interior rooms of the recreation center
3. Mutually exclusive programs

The procedure for naming rights should be that a request for proposals for categories 1 and 2 will be presented to the Advisory Committee then to the city/schools to be mutually agreed upon, then to the Board of Education/City Council for their final approval.

It is anticipated that further revenue will be generated by naming rights in association with the Recreation Center.

The parties agreed that any revenue so generated will be distributed as follows:

- ~~30~~50% into each party's Capital Improvement Fund
- ~~20% for the School Board's use~~
- ~~20% for the City's use~~

Whichever party secures the sponsor/donor for naming rights of mutually exclusive programs would retain 100% of the benefits of such proposals.

Each party must notify the Advisory Committee and the other entity that they are accepting proposals to be sure that conflicts are eliminated. **The Advisory Committee will review naming rights at least every three (3) years; this will also include**

the Sponsorship Agreement (if one exists) (See Appendix A) when it is due for renewal.

5.8 Programming Expenses. Each party to this Agreement shall be responsible for its own Programming Expenses, including the Supervision of its sponsored activities at the Recreation Center.

The School Board may contract with the City for a separate fee to provide Supervision services (e. g., lifeguards) for the School Board at certain functions or scheduled times.

Further, the City may contract with the School Board for a separate fee for the School Board to provide extra maintenance or custodial services at certain functions or scheduled times.

ARTICLE VI

Term and Termination

6.1 Term of Agreement. The initial term of this Agreement shall commence on the date the facilities are opened for public use and end on June 30, 2052. Subject to the termination provisions below, the Agreement shall automatically renew thereafter for an indefinite number of additional five-year terms commencing July 1, and ending June 30 of the fifth renewal year.

The forgoing renewal provisions notwithstanding, at least three years prior to the end of the initial term or any subsequent renewal term, either party may terminate this Agreement by giving written notice to the other party of its intention to terminate, in which event this Agreement shall terminate as to the

notifying party at the expiration of the term or renewal term then in effect.

This agreement will be reviewed every three (3) years. This review may be waived by written consent of both parties.

6.2 Termination by Mutual Consent. This agreement may be terminated prior to the expiration of its term by written consent of both parties.

6.3 Default.

(a) In the event of a material default by either party in the performance of its obligations under this Agreement, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default.

The defaulting party shall have thirty (30) days to cure the default if the default involves a direct payment of money and ninety (90) days to cure the default if the default does not involve a direct payment of money, provided that in the event of any such non-monetary default the cure period shall be extended for such additional period of time as shall be necessary for the defaulting party, using its best efforts and with due diligence, to cure the default promptly.

(b) If the default is not cured within such time limits, the defaulting party shall provide written notice of the nature of the default to the Advisory Committee, which shall have ninety (90) days thereafter to resolve the default to the satisfaction of both parties.

If the default shall not be resolved to the satisfaction of both parties within such ninety (90) day period or within any extension agreed to by the parties, then either party may request in writing

that the dispute be determined by court sanctioned mediation and/or arbitration as provided below.

(c) Any claim or controversy between the parties regarding their respective rights, duties or obligations hereunder shall be settled by means of alternative dispute resolution conducted in accordance with the then existing rules of the Medina County Common Pleas Court.

Should arbitration be required, such arbitration shall be before three disinterested arbitrators, one named by the School District, one by the City, and one by the two thus chosen.

In the event the selected arbitrators cannot agree on a third arbitrator, the Court shall appoint the third arbitrator.

The arbitrators may not order termination of the Agreement unless a serious, material default occurs and there appears no viable remedy short of termination.

The arbitrators shall, absent extraordinary circumstances, award monetary compensation to the City based on a pro-rata calculation of prepaid rent less any reduction for unpaid City obligations or plus any increase for unpaid School District obligations, and for the arbitrators' award of damages to either party, if any.

The arbitrators shall have no power to depart from or change any of the provisions of this agreement.

The parties shall bear equally the expense of arbitration proceedings conducted hereunder, unless the arbitrators shall unanimously determine otherwise.

Judgment upon the arbitrators' award rendered may be entered in the Medina County Common Pleas Court pursuant to Rev. Code Chapter 2711.

(d) In the event of termination, the defaulting party shall have no further rights or obligations under this agreement after the date of termination; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.

Notwithstanding anything to the contrary in this agreement, under no circumstances shall the School District or the City be deprived of the use of the Recreation Center to the extent such use is essential to the educational programming of the School District or to the recreational programming of the City.

ARTICLE VII

Alterations and Improvements, Utilities and Maintenance

7.1 Alterations and Improvement. Either party or both parties jointly may request alterations or improvements, subject to the other party's prior written consent; with the requesting party to pay for the alterations or improvements subject to mutual agreement otherwise.

7.2 Utilities and Maintenance. The School Board shall provide all utilities, maintenance, repairs and custodial services, and the cost thereof shall be a factor in determining the Operating Expenses of the Physical Plant pursuant to Section 5.4.

Where either party sponsors programs causing a need for maintenance above the peak daily norm, the sponsoring party may be assessed an additional fee to cover the extra costs.

~~Initially the School Board shall provide the following custodial personnel seven days per week:~~

~~1 full time person from 7:00am - 3:30pm~~

~~1 full time person from 3:00pm - 11:30pm~~

~~2 full time people from 11:00pm - 6:00am~~

16 hours total per day

2 people 6 hours per day (11:00 pm - 6:00 am)

2 hours of flex time - example spill clean up

1 hour in the morning (7:00 am - 8:00 am)

1 hour to review books for the night shift (3:00 pm - 4:00 pm)

In addition, shutdown (when the recreation center is closed for annual cleaning/maintenance) will be billed at the mid-step of the negotiated agreement based on actual hours worked.

It is expected that the number of custodial personnel will be adjusted according to the needs of the Recreation Center.

~~The City will be involved in the interview process when full time positions are filled.~~ Custodial costs will be included per section 5.4 "Operating Expenses" and allocated as designated.

The hourly rate used to calculate custodial time shall be charged at the mid-step of the Medina City Schools wage scale or in the event there is no mid step the top step of the first half of the wage scale.

The custodial staff assigned to the recreation center will meet with the City's Director of the recreation center periodically as needed to facilitate smooth operations.

The school district administrator (Building and Grounds Supervisor or successor titles) shall be the key contact for the city with regard to concerns regarding cleaning or maintenance.

~~The parties both acknowledge that a higher level of cleaning is expected in this facility compared to current School and City buildings.~~

~~The initial expectations for cleaning are contained in Appendix B.~~

In the event the city feels the schools are not ~~meeting this standard,~~ **adequately cleaning and maintaining the facility**, they shall notify the Advisory Committee and School **Director of Business Affairs** in writing.

The School Board in cooperation with the Advisory Committee shall have 30 days to remedy this deficiency.

If the deficiency cannot be remedied the City, at its expense, may arrange other custodial services, until such time as the Board of Education can provide adequate services.

Maintenance expenses will be billed labor and materials and included per section 5.4. Any maintenance performed will be approved by the City's Director and the School Board's maintenance supervisor, or one of his superiors.

This excludes items that are part of the capital improvements budget, which will be handled per section 5.6.

This agreement does not preclude the City from hiring service contracts for specialized equipment repair. The cost of such contracts

shall be considered a part of operational expense of the physical plant when mutual intent is used.

ARTICLE VIII

Insurance

8.1 Insurance on the Recreation Center. The School Board shall be obligated to maintain and keep in full force and effect during the original or any extended term of this Agreement fire and extended coverage insurance on the Recreation Center in an amount equal to the full replacement cost thereof.

In the event the insurance company determines that there has been damage or destruction of the Recreation Center constituting a total loss, the School Board at its option shall either (i) repair or replace the Recreation Center to its original or better condition in order to continue to provide the uses of the Recreation Center prior to such damage or destruction; or (ii) treat the insurance proceeds and all monies in the Capital Improvement Fund as Distributable Excess to be distributed to the parties as follows:

- a) The City shall receive the sum of \$7.5 million dollars reduced by \$150,000 for every twelve month period completed of the original term prior to the loss; and
- b) The School Board shall receive the balance of the Distributable Excess.

In the event that there is partial damage or destruction of the Recreation Center constituting less than a total loss, the School Board shall use the proceeds toward restoring the Recreation Center to its pre-damaged condition, unless the parties mutually agree otherwise.

8.2 Liability Insurance. Each party to this Agreement shall maintain and keep in full force and effect liability insurance in limits of not less than \$5,000,000.

8.3 Equipment Insurance. Each party will be responsible for insuring its own equipment located in the Recreation Center.

8.4 Waiver of Subrogation. The School Board and City release each other and their respective principals, employees, representatives, and agents from any claims for damage to any person or to the Recreation Center or the Recreation Center facilities caused by, or that result from, risks injured against under any insurance policies carried by the parties and in force at the time of any such damage.

The School Board and City shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

Neither School Board nor City shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policies required by this Article VIII.

ARTICLE IX

Advisory Committee; Directors

9.1 Composition. An Advisory Committee with the following seven members shall be established.

Each member of the Committee shall possess one vote in making all recommendations by the Advisory Committee provided for in this Agreement.

The members of the Committee shall be:

- a) The School Board shall select two members;
- b) The City shall select two members; and
- c) The four members of the committee so selected shall select by majority vote, three more members, ~~at least one of whom must be a City resident,~~ all of whom must be City or School District residents, and one of whom shall be elected chair person.
- d) Each party is entitled to appoint, from time to time, non-voting ex-officio members, for purposes of providing additional expertise, who are to be included in any deliberations of the committee, so long as such members do not disrupt the normal business of the committee.
- e) A quorum for conducting business shall consist of at least four of these members, provided that at least one member selected by the City is present and at least one member selected by the School Board is present.

9.2 Terms of Office. Members shall serve for a term of three (3) years commencing on January 1 next following the date of their respective appointment.

One school member initially will serve a three (3) year term and one school member will initially serve a two (2) year term and following the appointments made for the terms commencing January 2020, all committee members will serve three (3) year terms.

One city member initially will serve a three (3) year term and one city member will initially serve a two (2) year term and following the appointments made for the terms commencing January 2020, all committee members will serve three (3) year terms.

In the event of a vacancy on the committee, a successor member shall be appointed by the body which made the original appointment to serve the remainder of the term of the vacant seat.

There shall be no limit on the number of terms a member may be appointed to serve.

- 9.3 Role of Advisory Committee. The Advisory Committee shall serve in an advisory capacity to help resolve all questions between the parties arising under this Agreement, including, but not limited to, matters regarding scheduling use of the Recreation Center, Operating Expenses of the Physical Plant, Capital Improvement Fund questions, and day-to-day Operations questions.

The Advisory Committee shall reach its decisions by majority vote of the full committee and shall adopt such rules and procedures as it deems necessary and appropriate to perform its duties under this Agreement.

The Advisory Committee shall make recommendations to the School Board and the City, subject to the right of the School Board or the City to resolve any dispute in a court of competent jurisdiction, if necessary.

9.4 Directors. The City shall designate one person to serve as its Director of the City's activities at the Recreation Center, which person shall have overall responsibility for the City's activities there, as well as serving as the one channel for scheduling issues, subject always to the terms and conditions of this Agreement, the policies of the Advisory Committee, and the control of the City and its administrative officers.

Initially the City designates its Director of Parks and Recreation to hold such position.

Likewise, the School Board shall designate one person to serve as its Director of the School Board's activities at the Recreation Center, which person shall have overall responsibility for the School Board's activities there, subject always to the terms and conditions of this

Agreement, the policies of the Advisory Committee, and the control of the School Board and its administrative officers.

Initially, the School designates the Athletic Director to hold such position.

In the event of any dispute regarding the use and operation of the Recreation Center, the two Directors shall meet to attempt to resolve the dispute. Should they be unable to reach resolution, they shall refer the dispute to the Advisory Committee, which shall consider such dispute at its next regular meeting, or if necessary, at a special meeting called by any three of its members.

The Advisory Committee shall present its recommendations to resolve the dispute to the Directors, subject to the right of the School Board or the City to resolve any disputes in a court of competent jurisdiction, if necessary.

In all such informal dispute resolution, the Directors, Advisory Committee, City and School Board shall be governed by the terms and conditions of this Agreement, and the best interests of the community.

Article X

Joint Obligations, Representations and Warranties

10.1 Mutual Assistance. The parties shall reasonably cooperate with each other and shall at their own cost and expense provide reasonable assistance to each other to aid the other parties in fulfilling their obligations under this Agreement.

10.2 Authority. The parties have taken all required action as to approve and adopt this Agreement.

This Agreement is a duly authorized, valid and binding Agreement of the parties, enforceable against them in accordance

with its terms. Further, the representatives signing this Agreement have the requisite authority to do so.

10.3 Absence of Conflicts. The execution and delivery of this Agreement by the parties:

(a) Does not and will not violate or conflict with any statute, regulation, judgment, order, writ, decree, or injunction applicable to them;

(b) Will not violate or conflict with any charter provision or by-law of the parties, or any existing mortgage, indenture, contract, licensing agreement, or other agreements binding on the parties.

10.4 Absence of Required Consents or Contractual Restrictions. No consent or approval which has not been obtained is required to be obtained in connection with the execution and delivery of this Agreement or the performance of the transactions contemplated hereby.

No contract or agreement by which the parties are bound will restrict their ability to fulfill their obligations and responsibilities under this Agreement or any related agreement or to carry out the activities contemplated herein.

10.5 Non-performance. In the event that either party is not satisfactorily performing a service specified in this contract, due to unforeseen situations, and as determined by a majority of the Advisory Committee, then the other party has the ability to contract out for that service.

ARTICLE XI

General Rules of Use

The Advisory Committee shall recommend to the School Board and the City General Rules of Use for the Recreation Center.

ARTICLE XII

Miscellaneous

12.1 Further Assurances. The parties hereto, and each of them, agree at this time and from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

12.2 Captions. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

12.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

12.4 No Partnership. Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted to be a partnership or any other arrangement whereby one of the parties is authorized to act as an agent for another.

12.5 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person, persons, entity or entities shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed to be a third party beneficiary hereunder.

12.6 Governing Law. The governing law of the validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio.

12.7 No Assignment. Neither party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other party.

12.8 Entire Agreement; Amendment. This Agreement with the annexed exhibits sets forth the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions between them.

No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.

12.9 Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a party's entering into this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

12.10 Notices. All notices, certificates, requests, demands, and other communications hereunder shall be in writing and shall be personally served or sent by certified mail. All such notices, certificates, requests, demands and other communications shall be

delivered to the party to receive same at the addresses indicated below (or at such other address (es) as a party may specify in a written notice):

To: Medina City School District	To: The City of Medina
120 W. Washington Street	132 N. Elmwood Street
739 Weymouth Road	
Medina, Ohio 44256	Medina, Ohio 44256
Attention: Superintendent	Attention: Mayor and
and Director of Business Affairs	Clerk of Council

12.11 Schedules. The schedules hereto are an integral part of this Agreement and all references herein to this Agreement shall encompass such schedules.

12.12 Waiver. No failure on the part of a party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

12.13 No Construction against Drafter. This Agreement has been drafted and negotiated by both parties and shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any party.

12.14 Multiple Originals. The parties shall sign duplicate copies of this Agreement, each of which shall be considered an original without presentation of the other.

12.15 Non-Appropriation. The obligations of the School Board and the City hereunder to pay money in the future fiscal

periods are subject to appropriation of sufficient funds for such purpose by the School Board and the City Council of the City then in office.

The parties reasonably expect that their respective future legislative bodies will budget sufficient funds in each fiscal period to cover such obligations and take the necessary action to lawfully appropriate such funds.

In the event either legislative body should fail to appropriate sufficient funds to cover such obligations in a future fiscal period, that party's obligations and rights under this agreement shall terminate.

IN WITNESS WHEREOF, this Agreement is executed the day first written above.

Signed in the Presence of:

Board of Education of the Medina
City School District

by:
President

by:
Treasurer
City of Medina

by:
Mayor

by:
President of Council

fully executed

ORDINANCE NO. 53-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO SPONSORSHIP AND SPONSOR AGREEMENTS WITH PARTNER MARKETING LLC FOR THE PURPOSE OF FINDING PERSONS AND COMPANIES WHICH DESIRE TO PLACE SPONSORSHIPS INSIDE THE MEDINA RECREATION CENTER.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Sponsorship and Sponsor Agreements with Partner Marketing LLC for the purpose of finding persons and companies which desire to place sponsorships inside the Medina Recreation Center.

SEC. 2: That a copy of the Agreements are marked Exhibit A and B, attached hereto and incorporated herein.

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

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

PASSED: April 24, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 25, 2017

SIGNED: Dennis Hanwell
Mayor

Ord. 53-17
Ex. A

Sponsorship Agreement

This Agreement (the "Agreement") entered into this 1ST day of MAY, 2017, by and between the City of Medina (hereafter sometimes referred to as "City") at 132 North Elmwood Avenue, Medina, Ohio 44256 and Medina City Schools Board of Education (hereafter sometimes referred to as "Medina Schools" or "BOE") at 739 Weymouth Road, Medina, Ohio 44256 and Partner Marketing, LLC (hereafter sometimes referred to as "PM"), 334 Koontz Rd., Wadsworth, OH 44281.

Recitals

WHEREAS, the Medina City Schools is the owner of the Medina Recreation Center ("REC"); and

WHEREAS, the Medina City Schools Board of Education has a lease agreement with the City of Medina for certain use of the Medina Recreation Center located at 855 Weymouth Rd, Medina, OH 44256 by the City of Medina; and

WHEREAS, City and Medina Schools desires to continue the place sponsors inside the Medina Recreation Center; and

WHEREAS, PM desires to obtain sponsors for the City of Medina and Medina Schools and desires to cause sponsors to be placed in the Medina Recreation Center; and

WHEREAS, the City of Medina and Medina Schools desire to retain PM as their exclusive agent to obtain and place sponsors inside the Medina Recreation Center, and PM desires to be the exclusive agent for this purpose.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

I. Responsibilities of Partner Marketing, LLC:

1. PM shall have all the duties of finding persons and companies which desire to place sponsorships inside the REC, preparing and executing contracts for sponsorship and for taking necessary steps to prepare sponsors so that all agree the signage is properly placed and approved by the Recreation Advisory Committee (RAC), Medina Schools, and the City of Medina.

2. All payments by sponsors will be paid directly to PM. PM shall pay the City and/or the Medina City Schools pursuant to the payment schedule below (minus any cost of goods or other requirements that any sponsor might require to fulfill any sponsorship). Payments by PM to the City shall be made within thirty (30) days of the previous month's close. A monthly reconciliation report will be provided to the City by PM each month. A copy of the Sponsor Agreement will be provided to the City for final approval.

3. PM shall not assign this contract without *written* consent of the City of Medina and with the consent of the Medina City Schools. City of Medina nor Medina Schools shall assign this contract without the written consent of PM.

4. PM agrees to incur all costs prior to and after a secured agreement between parties. The City and Medina Schools will incur no cost of marketing, development, advertising, selling, managing and/or cost of working with vendors that will be needed to execute this concept.

II. Responsibilities of the City of Medina.

1. PM shall be the exclusive agent for procuring sponsors for the City and Medina Schools at Medina Recreation Center (REC). This includes field house, natatoriums, fitness rooms, track, community rooms, and locker rooms/restrooms. The City and Medina Schools are prohibited from engaging any other person or entity which is in anyway related to procuring sponsors or in any way related to nature and purpose of the rights or responsibilities of this Agreement within the Medina Recreation Center. This excludes any pre-existing agreements such as the "Community Matters" agreement.

2. Any sponsorship leads that come to or are received by the City or Medina Schools in regards to REC sponsorships must be immediately directed to PM to complete sales procurement.

3. The City provides its consent and approval of PM to contract with designers, marketing entities and partners in order to accomplish the goal of selling donations and sponsorships consistent with this Agreement.

4. The City will permit PM to have reasonable access to the REC during operating hours to accomplish the terms of this agreement and to place sponsorships. Upon the advance agreement of the parties, PM may obtain access to the REC outside normal hours of operation.

III. Payment.

1. Payment Schedule and shared net revenue is for each payment for extent of the contracted term. This is defined as the gross contracted amount per month, year or any other time period sold to any sponsor minus all cost of goods associated with fulfilling the agreement which includes the design, fabrication, installation and/or the like. The cost of goods will also include the initial cost of the signage and if in the event signage needs repaired/replaced or maintenance for quality for any reason the repair, replace, and maintenance cost. In the event a sponsor ceases payment for whatever reason both parties would incur the liability of any costs.

	PM Share	City Share
• 1-12 month agreement	50%	50%
• 13-24 month agreement	40%	60%
• 25-36 month agreement	30%	70%
• 37+ month agreement	20%	80%

IV. Term

1. The term of this agreement shall be three (3) years beginning on MAY 1st, 2017 with a three (3) year mutual agreement extension. Either party can opt out at any time, for any cause or no cause, after a minimum of 180 days of the execution of this initial Agreement and with a 60 day written notice. Any completed sales up to 60th day will be shared per the payment schedule. This includes any sales made that include monthly/yearly payments beyond the 60th day.

V. Sponsor Content

1. The Recreation Advisory Committee (RAC), Medina City Schools, and the City of Medina shall reserve the right to accept or reject any sponsor, sponsorship, including any signage which, by its content, language, or graphics, violates any law, guideline or policy. Moreover, the content of any sponsorship advertising, promotional material, signage, or donor messages shall be subject to approval of the RAC, Medina City Schools, and the City of Medina. The RAC, Medina City Schools, and the City of Medina reserve the right to remove any objectionable advertising, signage, or promotional material.

VI. Partner Marketing, LLC Ownership

1. All sponsorship items, customer lists, signage, websites, domains, phone numbers, collateral, search engines listings, social media sites, process, procedures and related materials generated by PM and its subcontractors for the effort of selling sponsorship on behalf of either the City or Medina Schools is and shall remain the property of PM.

VII. Pricing

1. PM, with the approval of the City, has the ability to determine pricing per any donation level and term. PM has the ability to negotiate pricing and terms per any potential sponsor. This may include bartering with sponsors in the event this will benefit the City in not paying for any given service/product that is deemed of value by the City. The City would be involved with the bartering negotiation. In the event this occurs, the total bartered amount/value will be agreed upon by PM. The cash value and percentage, per the above schedule, will be credited and paid to PM.

VIII. The Parties Further Agree as Follows:

1. In the event of vandalism or destruction of any signage or other items that are included in the sponsor "package" the cost to repair/replace the signage would be shared equally by PM and the City.

2. City, Medina Schools and PM will agree on the space that signage and/or other marketing materials can be placed within the REC.

IX. Miscellaneous

1. The parties agree that the laws of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a court of competent jurisdiction within the State of Ohio.

2. The signatories hereto certify that they have full authority to execute and deliver this Agreement and that it is binding and enforceable in its terms upon the signatories hereto.

3. The foregoing contains all promises and representations by the parties and their agents, is the complete agreement between the parties, and neither party is relying on any other oral or written statement as an inducement to sign this Agreement.

Medina City Schools, Board of Education

By: *J. M. Chambers* Date: 05-16-17

Title: Treasurer

City of Medina, MCRC

By: *Dennis Harwell* Date: 4-25-2017
Dennis Harwell

Title: Mayor

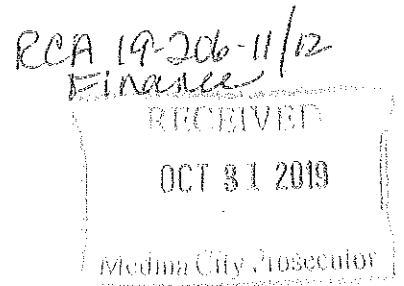
Partner Marketing, LLC

By: *Mark J. [Signature]* Date: 5-3-17
MARK J. [Signature]

Title: OWNER

MEDINA COUNTY PUBLIC DEFENDER

Medina County Professional Building
120 West Washington Street
Suite 2D
Medina, OH 44256



Jocelyn Stefancin, Chief Public Defender
Chad Mulkey
Kimberly Stout-Sherrer
Thomas Condosta
Mitchell Rozaieski

Medina (330) 764-8437
Fax: (330) 764-8440

October 29, 2019

Mr. Gregory A Huber
Prosecutor
132 N. Elmwood Ave.
Medina, Ohio 44256

Re: Indigent Defense Services for the City of Medina


Dear Mr. Huber:

The contract for indigent defense services between the City of Medina and the Medina County Public Defender Office will expire on December 31, 2019. A contract for services was executed in 2012. Section 3.2 allows for the contract to be renewed for a one year period upon passage of a resolution. The contract has been extended by passage of a resolution in 2013, 2014, 2015, 2016, 2017, 2018 and 2019. Should the City of Medina wish to extend the contract for 2020, the City will need to pass a resolution extending the contract for an additional one year term. The resolution must contain language that it is extending the 2012 contract.

My office is happy to continue to provide services for the City of Medina. Please forward a copy of the signed resolution 2020 calendar year prior to January 31, 2020. Upon receipt of the contract from the villages and cities in Medina County, I will present a resolution to the county commissioners for their approval for indigent defense services. Once the county commissioners approve the contracts, the contracts will be forwarded to the State Public Defender. I hope to have all resolutions presented to the State Public Defender in early 2020.

If you have any concerns, please contact me. I look forward to providing continued service to the City of Medina throughout 2020. Thank you for your anticipated cooperation.

Sincerely,


Jocelyn Stefancin
Chief Public Defender

REQUEST FOR COUNCIL ACTION

No. PCA 19-207-11/12

Committee: Finance

FROM: Gregory Huber
DATE: November 6, 2019
SUBJECT: Authorization of payment greater than or equal to \$20,000 in accordance with ORC 5705.41 (D) (1) *increase P.O. 19-691*

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing the increase of purchase order 19-691 by \$20,000 to a total of \$45,000. Vendor number 19-691 Walter Haverfield, LLP. *Increase P.O. 19-691*

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would appreciate the resolution being passed through Finance Committee and Council at the meeting.

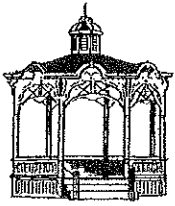
COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



City of Medina

132 North Elmwood Ave P.O. Box 703
Medina, OH 44258
PH: 330-725-8861
FAX: 330-722-9058

PURCHASE ORDER

No. 2019000691

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

DELIVER AND SHIP TO THIS DEPT.
OFFICE OF THE LAW DIRECTOR
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA, OH 44256

NAME AND ADDRESS OF VENDOR
W00058
WALTER & HAVERFIELD, LLP
PO BOX 75568
CLEVELAND OH 44101

PURCHASE ORDER DATE
01/28/19

TERMS:

1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.

DO NOT DUPLICATE THIS ORDER

LINE NO.	DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	UNIT MEAS.	UNIT PRICE	EXTENSION
001	RB-LEGAL SERVICES REGULAR BLANKET FINANCE COMMITTEE APPROVED 1/28/2019	001-0704-52225	0		.00	25000.00
TOTAL AMOUNT NOT TO EXCEED						25000.00

Order is to be entered in accordance with prices, delivery and specifications shown above.

FEDERAL TAX ID:
34-6001856

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

This amount has been lawfully appropriated for such purpose and is in the treasury or in process of collection.

SEND ALL INVOICES TO:
City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

Keith N. Dickman
DIRECTOR OF FINANCE

AUTHORIZED SIGNATURE

REQUEST FOR COUNCIL ACTION

*alt
to Howell
11-5-19*

NO. RCA 19-208-11/12

FROM: Patrick Patton 

COMMITTEE: Finance
REFERRAL: Finance

DATE: November 5, 2019

SUBJECT: City Hall Parking Structure Construction Update and Change Order Discussion

With regards to the City Hall Parking Structure, we would like to present to Finance Committee an update of the project construction progress to date and to review/discuss potential change orders with regards to the following:

1. Additional excavation and foundation preparation due to unacceptable soil conditions
2. Additional security camera locations
3. Additional costs due to cold weather concrete protections
4. Potentially providing additional storm water detention to accommodate future retail/residential building adjacent to parking deck

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 19-108-6/10

FROM: Keith H. Dirham
DATE: Tuesday, June 4, 2019
SUBJECT: Income Tax Reallocation

Committee: Finance
(Discuss @ 6-12-19 Budget Hrg)
11-7-19 Finance Mtg

SUMMARY AND BACKGROUND:

I respectfully request that Council consider the following proposal to reallocate the portion of the Income Tax that is at Council's discretion.

0.25% or 20% of the Income Tax (net of the costs of collection) is mandated by the voters to go to the Street/Storm/Utility Construction, Maintenance, and Repair Fund (#108). The allocation of the balance is up to Council. A history of Council's allocation of this portion from 2005 (just after the 1.25% rate went fully into effect) up through 2023 (when the MCRC debt will be paid off and that portion is slated to return to the General Fund) is attached.

Also attached is an email from ODOT and forwarded to me by City Engineer Patrick Patton. It appears that the increased Gas Tax will result in an increase of about \$500,000 per year to the Street Fund (#102). That is sufficient to put the healthcare costs for Street Department Employees back into the Street Fund (they had been in the 108 fund for a few years) AND eliminate the 1% allocation of income tax to the Street Fund.

My proposal is to put that 1% into the General Purpose Capital Fund (#301) and the Unanticipated Capital Necessities Fund (#389) for the next three years, then put half of it into the General Fund (#001) starting in 2023.

The Unanticipated Capital Necessities Fund:

My understanding has always been that this is not really a "rainy day" fund so much as a "tornado/fire/act of God" fund. Ie, that we would use the money in this fund to help pay the uninsured portion of a major loss. The City has insurance, but insurance covers the depreciated value of assets, not the replacement cost. For example, if you own a car that costs \$25,000 new but is 10 years old and currently worth \$5,000 and that car is totaled, your insurance will pay you \$5,000 not \$25,000. Similarly, for the City, if City Hall, the Court, the Garage, or some other major asset were destroyed insurance would pay the depreciated value, not the replacement cost. That difference could be substantial.

Way back in 2005 Council's intention was to build this fund up to about \$1,000,000. Once that was accomplished, no further allocations of Income Tax revenue were made to the fund. My proposal is that we adopt a sliding scale where the allocation to the fund decreases as the balance increases. \$ 1/2 million add revenue to Medicare

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 6-10-19 Hold

Ord./Res.
Date:

City of Medina

Proposed allocation of the portion of Income Tax Revenue that is at Council's Discretion

Fund	Year		Change	Year		Change	Year	
	Current	2020		2020	2023			
001 General Fund	25.5%	25.5%		25.5%	31.0%	5.5%		31.0%
102 Street M&R Fund	1.0%	0.0%	-1.0%	0.0%	0.0%			0.0%
104 Recreation Fund	9.5%	9.5%		9.5%	9.5%			9.5%
106 Police Fund	44.5%	44.5%		44.5%	44.5%			44.5%
107 Fire Fund	7.0%	7.0%		7.0%	7.0%			7.0%
301 General Purpose Capital Fund*	2.5%	3.5%	1.0%	3.5%	3.0%	-0.5%		3.0%
307 Fire Capital Fund	1.5%	1.5%		1.5%	1.5%			1.5%
388 Electronic Technology Capital Fund	1.5%	1.5%		1.5%	1.5%			1.5%
389 Unanticipated Capital Necessities Fund*	0.0%	0.0%		0.0%	0.0%			0.0%
547 Recreation Center Fund	7.0%	7.0%		7.0%	2.0%	-5.0%		2.0%
Total	100.0%	100.0%	0.0%	100.0%	100.0%	0.0%		100.0%

*I am proposing that the portion of Income Tax Revenue allocated to the General Purpose Capital Fund be allocated between that fund and the Unanticipated Capital Necessities Fund based on the cash balance in the Unanticipated Capital Necessities Fund as follows:

Balance less than \$1 Million	1.50%	to the Unanticipated Capital Necessities Fund
Balance \$1 M or more but less than \$1.5M	1.00%	to the Unanticipated Capital Necessities Fund
Balance \$1.5 M or more but less than \$2 M	0.75%	to the Unanticipated Capital Necessities Fund
Balance \$2 M or more but less than \$2.5 M	0.50%	to the Unanticipated Capital Necessities Fund
Balance of \$2.5 M or more	0.25%	to the Unanticipated Capital Necessities Fund

City of Medina
Distribution of the portion of Income Tax Revenue that is at Council's discretion since 2005

Fund	Year 2005		Year 2006		Year 2007		Year 2008		Year 2009		Year 2010		Year 2011		Year 2012	
	2005	Change	2006	Change	2007	Change	2008	Change	2009	Change	2010	Change	2011	Change	2012	Change
001 General Fund	14.0%	3.0%	17.0%	-2.0%	15.0%	2.0%	17.0%	17.0%	17.0%	2.5%	19.5%	6.0%	25.5%	6.0%	30.5%	5.0%
102 Street M&R Fund	0.0%	4.0%	4.0%	-1.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	-2.0%	1.0%	1.0%	1.0%	1.0%
104 Recreation Fund	12.0%		12.0%	-2.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	-0.5%	9.5%	-0.5%	9.5%	9.5%
106 Police Fund	45.0%		45.0%		45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	-0.5%	44.5%	-0.5%	44.5%	44.5%
107 Fire Fund	7.0%	-5.0%	2.0%	5.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
301 General Purpose Capital Fund	6.0%	3.0%	9.0%	-2.0%	7.0%	0.5%	7.5%	7.5%	7.5%	-2.5%	5.0%	-2.5%	2.5%	2.5%	2.5%	2.5%
307 Fire Capital Fund	1.0%		1.0%		1.0%	1.0%	1.0%	1.0%	1.0%	0.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
388 Electronic Technology Capital Fund	1.0%		1.0%		1.0%	0.5%	1.0%	1.0%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
389 Unanticipated Capital Necessities Fund	1.0%		1.0%		1.0%	1.0%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
547 Recreation Center Fund	13.0%	-5.0%	8.0%	8.0%	8.0%	-1.0%	8.0%	8.0%	8.0%	-0.5%	7.5%	-0.5%	7.0%	-0.5%	6.5%	6.5%
Total	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%	100.0%	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%