

# **FINANCE COMMITTEE AGENDA**

## **February 10, 2025**

### **Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 24-263-12/9 – Addendum to RCA – Quadricycle Draft Ordinance
3. 25-035-2/10 – Budget Amendment
  - a. #2025-004 – Parks Dept.
4. 25-036-2/10 – Amend & Restate Ord. 39-21 – Medina TV
5. 25-037-2/10 – Lake Medina Improvements
6. 25-038-2/10 – Fund Advance – Sanitation Dept.
7. 25-039-2/10 – Budget Amendments
  - a. #2025-002 – Police
  - b. #2025-003 – Misc.
8. 25-040-2/10 – Accept Storm Sewer Easement on Hillview Way
9. 25-041-2/10 – Expenditure – HSH Construction – Parks Dept.
10. 25-042-2/10 – 2024 Carryforward
11. 25-043-2/10 – General Liability Insurance Renewal
12. 25-044-2/10 – P.O. Huntington Bank
13. Executive Session: (land acquisition)

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 24-263-12/9 – Addendum to Quadricycle RCA – Approve Draft Ordinance
- 25-035-2/10 – Budget Amendment
- 25-036-2/10 – Amend & Restate ord. 39-21 – Medina TV
- 25-037-2/10 – Lake Medina Improvements
- 25-038-2/10 – Fund Advance – Sanitation Fund
- 25-039-2/10 – Budget Amendments
- 25-040-2/10 – Accept Storm Sewer Easement on Hillview Way
- 25-041-2/10 – Expenditure – HSH Construction – Parks Dept.
- 25-042-2/10 – 2024 Carryforward
- 25-043-2/10 – General Liability Insurance Renewal
- 25-044-2/10 – P.O. Huntington Bank

2/10/25

D. Hanwell  
1-31-25

Addendums to:

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-263-12/9

FROM: Mayor Dennis Hanwell  
DATE: January 31, 2025  
SUBJECT: Quadricycle Ordinance

Committee: Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council to approve the attached Ordinance and attached Release and Hold Harmless form regulating commercial quadricycles operating within Medina City. The Ordinance was drafted and therefore approved by Law Director Greg Huber. This was previously discussed at Finance on January 13, 2025.

Estimated Cost: None to City  
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:

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**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**ORDINANCE NO. -25**

**AN ORDINANCE REGULATING COMMERCIAL  
QUADRICYLES WITHIN THE CITY OF MEDINA.**

**WHEREAS:** A private company is interested in operating a commercial quadricycle business within the City of Medina; and

**WHEREAS:** Ohio Revised Code 4301.62 permits the City of Medina the authority to regulate commercial quadricycle operations within City limits.

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

**SEC. 1:** As used in this Ordinance, "commercial quadricycle" means a vehicle that has fully operative pedals for propulsion entirely by human power and that meets all of the following requirements:

- (a) It has four wheels and is operated in a manner similar to a bicycle;
- (b) It has at least five seats for passengers;
- (c) It is designed to be powered by the pedaling of the operator and the passengers;
- (d) It is used for commercial purposes;
- (e) It is operated by the vehicle owner or an employee of the owner.

**SEC. 2:** All persons owning, operating, in physical control of, or riding as a passenger in a commercial quadricycle shall be subject to all applicable laws, rules, and regulations of the State of Ohio and the City of Medina pertaining to bicycles, motorcycles, vehicles for hire, and all other City of Medina and State of Ohio laws.

**SEC. 3:** All persons owning, operating, or physical control of a commercial quadricycle shall not:

- (a) Impede or block the normal or reasonable movement of pedestrians or vehicle traffic;
- (b) Wear earphones or headsets over the ears;
- (c) Use a mobile/smart phone while the commercial quadricycle is in operation;

(d) Stop to load or unload passengers within a public right-of-way;

(e) Operate between the hours of 11 p.m. and 7 a.m.

**SEC. 4:** All persons owning, operating, in physical control of, or riding as a passenger in a commercial quadricycle shall not operate on Court Street between Lafayette Road and Harding Street, or Broadway Street in the Public Square in the City of Medina.

**SEC. 5:** All persons owning, operating, in physical control of, or riding as a passenger in a commercial quadricycle shall not operate a commercial quadricycle during or between the hours of 4 p.m. to 6 p.m. in the City of Medina on the following streets:

(a) Liberty Street between Jefferson Street and Elmwood Avenue;

(b) Washington Street between Jefferson Street and Elmwood Avenue;

(c) Broadway Street between Liberty Street and Lafayette Road;

(d) Huntington Street between Homestead Street and Lafayette Road;

(e) Smith Road between Huntington Street and Jefferson Street; and

(f) Elmwood Avenue between Liberty Street and Smith Road.

**SEC. 6:** No person under 21 years of age shall be in possession of an alcoholic beverage while engaged in commercial quadricycle activities.

**SEC. 7:** Any individual or private company operating a commercial quadricycle business within the City of Medina limits must maintain a liability insurance policy with policy limits of not less than \$1,000,000; the City of Medina shall be added as an additional insured on the aforesaid liability insurance policy. Proof of insurance coverage shall be provided to the City Finance Director on a yearly basis.

**SEC. 8:** All operators and riders engaged in commercial quadricycle activities must sign a release and hold harmless form identical to the release and hold harmless form, a copy of which is attached hereto and incorporated herein as Exhibit A. An owner and/or operator of a commercial quadricycle business shall at all times maintain copies of all release and hold harmless forms as required by this Ordinance.

**SEC. 9:** That this Ordinance shall be in full force and effect as the earliest period allowed by law.

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

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

**President of Council**

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

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

**Clerk of Council**

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

**Mayor**

**RELEASE AND HOLD HARMLESS FORM**

In consideration of my participation as a passenger riding on a commercial quadricycle within the City of Medina limits, the undersigned does hereby waive, release, save, and hold harmless and indemnify the City of Medina and its agents, administrators, insurers, employees, successors and assigns, and all other persons associated with the City of Medina from any and all manner of action or cause of action, suit, debt, account, bond, covenant, contract, agreement, judgment, claim, and demand of whatsoever kind in law or in equity, known and unknown, foreseen and unforeseen, which I now have or hereafter may have, arising out of any incident or accident that occurs in connection with my participation in a commercial quadricycle event and/or any participation in training for a commercial quadricycle event. I agree and understand that I will assume the risk as to all dangerous conditions in and about the City of Medina, both real and personal, and waive any and all specific notice as to the existence of any dangerous condition in connection with my participation in a commercial quadricycle event.

I agree that the condition set forth hereinabove is specifically applicable to me with respect to any and all damage to any property, either real or personal, of mine and with respect to any and all personal or bodily injury to me, whether presently known or unknown, or which may subsequently develop, that I may have against the City of Medina, its agents, administrators, insurers, employees, successors, and assigns, by participation in the aforesaid event or events.

I further agree that the consideration set forth hereinabove is specifically applicable to me and that I will not join or attempt to join the release, its agents, administrators, employees, insurers, successors, and assigns, in any capacity, in any action that may be brought against me arising out of my participation in commercial quadricycle events.

Intending to be legally bound thereby, WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Participant or Parent/Legal Guardian**

**Signed:** \_\_\_\_\_

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

**REQUEST FOR COUNCIL ACTION**

**From:** Paul Rose, Council at Large **No.** RCA 24-263-12/9  
**Date:** December 30, 2024 **Committee:** Special Legislation  
**Subject:** Medina Pedal Company – Community Spirit Mobile 1/13/25 - to Finance

**Summary and background:**

At the December 9, 2024 Finance Meeting, Troy Gerspacher & Brain Hall presented their idea for a pedal bike business to bring to the City of Medina.

Following the presentation, Council decided to study and discuss further in Special Legislation Committee to see if the City wanted to put any kind of specific limitations on the business prior to its start-up.

**Estimated Cost:**  
**Suggested Funding:**  
**Sufficient Funds in Account:**  
**Transfer Needed From:**  
**To:**  
**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes \_\_\_ No \_\_\_

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Recommendation:** 1/13/25 as amended, per police chief RH/JH to move to Finance Committee  
3-0

**Ord./Res.:**  
**Date:**



**REQUEST FOR COUNCIL ACTION**

No. RCA 24-263-12/9  
Committee 1/27/25

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials: \_\_\_\_\_

Guidelines: See information on back of form

*NEW  
LANGUAGES  
RCVD 1-21-25  
FROM P. ROSE*

**Date:** January 8, 2025

**Subject:** Quadricycle Regulations

**Summary and Background**

The City of Medina has been approached by a private company interested in operating a commercial quadricycle business within Medina. The operation would include the consumption of alcohol by the passengers of the quadricycle. Currently, Ohio Revised Code (4301.62(F)(1)) has an exception to the open container law, which permits the consumption of alcohol on/in a quadricycle if the vehicle meets the proper definition of a quadricycle. The Ohio Revised Code allows the City to "enact an ordinance or adopt a resolution, as applicable, that prohibits a passenger riding on a commercial quadricycle from possessing an opened container of beer or wine." In light of this proposal, I recommend that should the operation of a commercial quadricycle with alcohol consumption be allowed, the City of Medina implement an ordinance incorporating the following regulations to ensure public safety and maintain community standards:

**XXX.XX Commercial Quadricycle Operating Regulations**

- (A) Every person owning, operating, or in physical control of a commercial quadricycle shall be subject to all applicable laws, rules, and regulations of the State of Ohio and the City of Medina pertaining to bicycles and motorcycles, vehicles for hire, and the City of Medina and State of Ohio traffic laws.
- (B) All persons owning, operating, or in physical control of a commercial quadricycle shall not:
  - (1) Impede or block the normal or reasonable movement of pedestrian or vehicular traffic in compliance with law;
  - (2) Wear earphones or headsets over the ears;
  - (3) Use a mobile/smart phone while a paying fare is in the commercial quadricycle;
  - (4) Stop to load or unload passengers within a public right of way; and
  - (5) Operate between the hours of 11:00 p.m. and 7:00 a.m.
- (C) Shall not operate on Court Street between Lafayette Road and Harding Street or Broadway Street in Public Square.
- (D) **Operate on the following, any day, during or between the hours of 4 p.m. to 6 p.m:**
  1. **Liberty St between Jefferson and Elmwood Ave**
  2. **Washington St between Jefferson and Elmwood Ave**
  3. **Broadway Street between Liberty St and Lafayette Rd**
  4. **Huntington St. between Homestead and Lafayette Rd**
  5. **Smith Rd between Huntington and Jefferson**
  6. **Elmwood between Liberty St. and Smith Rd**

*NEW*

I have attached some reference material: ORC code and a news article from Bowling Green where their council discusses potential legislation to restrict the operation of quadricycles.

**Estimated Cost:** N/A

**REQUEST FOR COUNCIL ACTION**

No. \_\_\_\_\_

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Committee  
Mayor's Initials: \_\_\_\_\_

Guidelines: See information on back of form

*1-14-25  
Updated language  
Revd from  
Ch. Kinney*

**Date:** January 8, 2025

**Subject:** Quadricycle Regulations

**Summary and Background**

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  - (2) Wear earphones or headsets over the ears;
  - (3) Use a mobile/smart phone while a paying fare is in the commercial quadricycle;
  - (4) Stop to load or unload passengers within a public right of way; and
  - (5) Operate between the hours of 11:00 p.m. and 7:00 a.m.
- (C) Operate on Court Street between Lafayette Road and Harding Street or Broadway Street within Public Square.
- (D) Operate on Public Square, any day, during or between the hours of 4 p.m. to 6 p.m.

I have attached some reference material: ORC code and a news article from Bowling Green where their council discusses potential legislation to restrict the operation of quadricycles.

**Estimated Cost:** N/A

**Suggested Funding:**

**Sufficient Funds in Account No:**

**Transfer Needed From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

*OK  
Attached  
1-8-25*

No. RCA ~~24-263.1/13~~  
Committee Finance

**From: POLICE DEPARTMENT  
Chief Edward K. Kinney**

*EJK*

Mayor's Initials: \_\_\_\_\_

Guidelines: See information on back of form

*Submitted  
for Finance  
Committee on  
1/8/25*

**Date:** January 8, 2025

**Subject:** Quadricycle Regulations

**Summary and Background**

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  - (2) Wear earphones or headsets over the ears;
  - (3) Use a mobile/smart phone while a paying fare is in the commercial quadricycle;
  - (4) Stop to load or unload passengers within a public right of way; and
  - (5) Operate between the hours of 11:00 p.m. and 7:00 a.m.
- (C) No commercially operated quadricycle will operate on Court Street between Lafayette Road and Harding Street or Broadway Street within Public Square.

*(D) ~~Not on square during Rush Hr 4pm-6pm, 7 days a week~~*

I have attached some reference material: ORC code and a news article from Bowling Green where their council discusses potential legislation to restrict the operation of quadricycles.

**Estimated Cost:** N/A

**Suggested Funding:**

**Sufficient Funds in Account No:**

**Transfer Needed From:**

**To:**

**REQUEST FOR COUNCIL ACTION**

*OK  
D. H. Harnell  
1-8-25*

*Addendum to*  
No. RCA 24-263-12/9  
Committee Special Reg.  
1/13

**From: POLICE DEPARTMENT**  
**Chief Edward R. Kinney**  
*E.R.K.*

Mayor's Initials: \_\_\_\_\_

Guidelines: See information on back of form

**Date:** January 8, 2025

**Subject:** Quadricycle Regulations

**Summary and Background**

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  - (2) Wear earphones or headsets over the ears;
  - (3) Use a mobile/smart phone while a paying fare is in the commercial quadricycle;
  - (4) Stop to load or unload passengers within a public right of way; and
  - (5) Operate between the hours of 11:00 p.m. and 7:00 a.m.
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I have attached some reference material: ORC code and a news article from Bowling Green where their council discusses potential legislation to restrict the operation of quadricycles.

**Estimated Cost:** N/A

**Suggested Funding:**

**Sufficient Funds in Account No:**

**Transfer Needed From:**

**To:**



## Ohio Revised Code

### Section 4301.62 Opened container of beer or intoxicating liquor prohibited at certain premises.

Effective: April 30, 2024

Legislation: House Bill 101

(A) As used in this section:

(1) "Chauffeured limousine" means a vehicle registered under section 4503.24 of the Revised Code.

(2) "Street," "highway," and "motor vehicle" have the same meanings as in section 4511.01 of the Revised Code.

(B) No person shall have in the person's possession an opened container of beer or intoxicating liquor in any of the following circumstances:

(1) Except as provided in division (C)(1)(e) of this section, in an agency store;

(2) Except as provided in division (C) or (J) of this section, on the premises of the holder of any permit issued by the division of liquor control;

(3) In any other public place;

(4) Except as provided in division (D) or (E) of this section, while operating or being a passenger in or on a motor vehicle on any street, highway, or other public or private property open to the public for purposes of vehicular travel or parking;

(5) Except as provided in division (D) or (E) of this section, while being in or on a stationary motor vehicle on any street, highway, or other public or private property open to the public for purposes of vehicular travel or parking.

(C)(1) A person may have in the person's possession an opened container of any of the following:

(Finance use only)

RCA Number RCA 25-035-2/10  
(Council use only)

### REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

NO. Finance  
2025-004

\_\_\_\_\_  
\_\_\_\_\_  
x  
\_\_\_\_\_

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		104-0301-53321	Parks Maintenance - Maint of Equip	\$726.56		

**EXPLANATION:**

Accept check from Erie Insurance, reimbursement from an accident that occurred January 14, 2025.  
MPD Report # 20-25000166

DEPARTMENT HEAD: [Signature]

DATE: 1/23/25

MAYOR'S APPROVAL:  
(WHEN NECESSARY) [Signature: Dr. Harner 1/24/2025]

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**COUNCIL/COMMITTEE ACTION:**

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. \_\_\_\_\_

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

OK Per Howell 1-29-25

**REQUEST FOR COUNCIL ACTION**

**From:** Cable Department

**No.** PCA 25-036-2/10

**Date:** 1/28/25

**Committee:** Finance & Council

**Subject:** Amend and Restate Ord. 39-21

**Summary and background:**

The City of Medina and The Medina County Board of County Commissioners would like to amend and restate Ordinance 39-21 passed March 22, 2021. The changes would be in Exhibit A section 3. The change is the hourly rate for Medina TV personnel. The change is from \$52 per hour to \$67 per hour for Medina TV personnel. This is to keep up with the salary and benefit costs for personnel of MedinaTV which have increased since this agreement was signed in 2021. Both the County of Medina and City of Medina approve of this change. The only other change in section 3 is to make this effective retroactive to January 1, 2025 to make our quarterly billing match with the changes in the hourly rate for personnel.

This contract looks fine  
Greg

**Estimated Cost:** \$0

**Suggested Funding:**

**Sufficient Funds in Account:** N/A

**Transfer Needed From:**

**To:**

**New Appropriation Needed into Account:**

**Emergency Clause Requested:** Yes X No \_\_\_

**Reason:** The reason for the emergency clause is to get this change complete during the negotiated window per the agreement.

**COUNCIL USE ONLY:**

**Committee Recommendation:**

**Ord./Res.:**

**Date:**

Ord 36-25  
2-10-25

## AGREEMENT

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF MEDINA**, a municipal corporation, having its principle place of business at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **MEDINA COUNTY BOARD OF COUNTY COMMISSIONERS**, a body politic, having its principle place of business at 144 North Broadway Street, Medina, Ohio 44256, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

The City of Medina and the Medina County Board of County Commissioners have agreed to amend a section of the agreement signed on February 25, 2021. The amended section is section 3. The amendment is as follows:

3. **Compensation.** As compensation for services rendered by the City of Medina and MedinaTV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of Sixty-Seven Dollars (\$67) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Sixty-Seven (\$67) per hour charge shall also apply to any additional programming and production services associated with the broadcast Medina County Commissioners' meetings. The City of Medina shall submit an invoice to the County of Medina on a quarterly basis for all services rendered during the preceding quarterly billing period, and the County of Medina will make payment within thirty (30) days after receipt of said invoice. This new rate is effective as of January 1, 2025 for billing purposes.

1. **Background.** The City of Medina manages television programming known as Medina TV; local government access is provided by Medina TV as a result of television broadcasting of local government meetings and other television programming that involves local government officials, government employees, and other issues related to local government. The City of Medina and the Medina County Board of County Commissioners wish to enter into agreement for presentation of local meetings involving the County of Medina and additional issues involving local county government. Medina TV is currently in a position to provide a broadcasting service to the County of Medina so as to broaden government access television programming.

2. **Scope of Service.** The City of Medina and Medina TV agree to provide staff for the benefit of the Medina County Commissioners so as to produce and broadcast Medina County Commissioners' meetings. Medina TV will provide the staff and the equipment necessary to complete the television broadcast of Medina County Commissioners' meetings. Medina TV will, in addition, distribute and air any rebroadcast of the aforementioned Medina County Commissioners' meetings.

3. **Compensation.** As compensation for services rendered by the City of Medina and Medina TV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of Fifty-Two Dollars (\$52) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Fifty-two (\$52) per hour charge shall also apply to any additional programming and production services



associated with the broadcast Medina County Commissioners' meetings. The City of Medina shall submit an invoice to the County of Medina on a quarterly basis for all services rendered during the preceding quarterly billing period, and the County of Medina will make payment within thirty (30) days after receipt of said invoice.

There may be an additional equipment use rate assessed for services rendered pursuant to this Agreement dependent upon the scope of work requested by the County of Medina. The additional equipment use rate shall be agreed upon, in writing, in advance by the City of Medina and the County of Medina.

4. **Capital Improvement.** The Medina County Board of County Commissioners shall establish and maintain a Ten Thousand Dolla (\$10,000) capital improvement fund for purchase of new equipment and maintenance of equipment used in the broadcast and production of Medina County government access programming and used in the broadcast of Medina County Commissioners' meetings. The use of monies from the capital improvement fund shall be agreed upon by the parties, in writing, so as to meet future technology needs. The Medina County Board of County Commissioners shall promptly carry out purchases agreed to in writing by the parties.

5. **Term.** The term of this Agreement shall commence on February 25, 2021, which is the date MedinaTV began to render services to the County of Medina, and terminate within a period of one (1) year after the date of the signing of this Agreement. This Agreement will automatically renew from year to year unless the party that desires to terminate the agreement at the end of the term provides ninety (90) days' written notice before the end of the then current term.

6. **Termination.** This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. Termination shall not prejudice any remedy that the terminating party may have at law or in equity.

7. **Effect of Termination upon Compensation.** If this Agreement is terminated prior to the completion of the term specified in this Agreement, the City of Medina shall be entitled to compensation earned prior to the date of termination as provided for in this Agreement completed upon a pro rata basis. The City of Medina shall be entitled to no further compensation as of the date of termination. Funds in the capital improvement fund will be reimbursed to the party that paid it.

8. **Agreement Review.** This Agreement will be evaluated on a yearly basis by the City of Medina, the County of Medina, and Medina TV. Any alterations to this Agreement shall be discussed and completed in writing as necessary. This Agreement may be renewed upon written agreement of the parties.

Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA, OHIO**

By: \_\_\_\_\_  
DENNIS HANWELL, Mayor

**COUNTY OF MEDINA, OHIO**

By: \_\_\_\_\_  
STEPHEN D. HAMBLEY, County Commissioner

By: \_\_\_\_\_  
AARON M. HARRISON, County Commissioner

By: \_\_\_\_\_  
COLLEEN M. SWEDYK, County Commissioner

Approved as to Form and Correctness:

\_\_\_\_\_  
GREGORY A. HUBER  
Law Director, City of Medina

\_\_\_\_\_  
MICHAEL K. LYONS  
Chief Assistant, Civil Division  
Medina County Prosecutor's Office

**ORDINANCE NO. 39-21**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS AND THE CITY OF MEDINA, FOR MEDINA TV PRODUCTION SERVICES OF COUNTY PROGRAMMING, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners for Medina TV to provide presentation of local meetings involving the County of Medina, and additional issues involving local County government, commencing on February 25, 2021.

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

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

**SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this Memorandum of Understanding is effective February 25, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** March 22, 2021

**SIGNED:** James A. Shields  
President of Council Pro-Tem

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 24, 2021

**SIGNED:** John M. Coyne, III  
Acting Mayor

*Dennis Hanwell  
1-31-25*

**REQUEST FOR COUNCIL ACTION**

No. RCA 25-037-2/10  
Committee: Finance

FROM: Mayor Dennis Hanwell  
DATE: January 31, 2025  
SUBJECT: Lake Medina Improvements

**SUMMARY AND BACKGROUND:**

Respectfully request consideration of the attached proposal from the Medina County Park District to make improvements per attached to the Lake Medina property. These improvements are permitted under the lease agreement entered into with the Medina County Park District, October 29, 2002. The Law Director recommended Council's acknowledgment of the proposed improvements through passage of a resolution.

Estimated Cost: None to City

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: In order for the Park District to begin the recommended improvements as soon as possible.

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



# MEMO

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TO: Dennis Hanwell, Mayor

FROM: Gregory A. Huber, Law Director

DATE: January 31, 2025

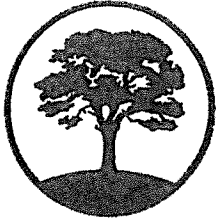
RE: Proposed Medina County Park District Improvements to Lake Medina

The Medina County Park District proposes a number of improvements outlined in Nathan Eppink's letter dated January 29, 2025, a copy of which is attached to this memo. These improvements would fall right within what is permitted by Article 5 of the City's lease agreement with the County of Medina.

Accordingly, I do not see any objections to the proposed improvements. I would recommend that a resolution be prepared for the Council to acknowledge the improvements. Technically, the City is supposed to be responsible if we ever terminate the lease for payment to the Park District for the capital costs of any improvements. It might be worthwhile to ask the Park District their opinion as to the value of these capital improvements.

In the meantime, our lease already gives to the Park District authority to proceed with this manner of improvement. Accordingly, I would recommend that we let the Park District know that they should begin work soon as they are able. We will simply pass a resolution acknowledging the improvements as proposed in Mr. Eppink's January 29, 2025 letter

Gregory A. Huber



## Medina County Park District

**Board of Commissioners:**

Kathleen E. Davis  
Dennis B. Neate  
Jason C. Venner

**Director:**

Nathan D. Eppink

**Phone:**

(330) 722-9364  
(844) 722-9364 (toll-free)

**Fax:**

(330) 722-9366

**Email:**

parks@medinacountyparks.com

**Website:**

www.medinacountyparks.com

January 29, 2025

City of Medina  
Attn. Mr. Greg Huber, Law Director  
132 N. Elmwood Ave.  
Medina, OH 44256

Dear Mr. Huber:

In October 2024, I shared with the city's Public Properties Committee a list of planned improvements for Lake Medina starting this year. Mayor Hanwell asked me to send the list to you before the park district moves forward. The projects include:

- Near the Granger Road Entrance: the construction of stone-block stairs leading up to the top of the dam, where visitors have already worn a path; aggregate repairs to the upper (stone) trail; new rip-rap to maintain the integrity of the dam; installation of an accessible kayak launch and a fishing platform; and construction of an open-air picnic shelter at the northern-most end of the upper trail.
- On the Pump House: placement of a semi-permanent mural on the upper one-third of the north-facing side.

As you know, the city entrusts Medina County Park District (MCPD) to manage Lake Medina as a county park. A copy of the executed lease is attached hereto. Since the lease's execution, MCPD has purchased additional acreage on the fringes of the park and accepted a donation of +/- 25 acres from the Shotwell Family. The district will open the new Shotwell Gardens at Lake Medina, at the intersection of Foote and Weymouth Roads, to the public later this year.

At your convenience, please advise regarding planned improvements on the area leased by MCPD. We would like to begin making this special park even better very soon.

Sincerely,

Nathan D. Eppink, Director

*Enclosures*



## LEASE AGREEMENT

This Lease Agreement is made and entered into at the City of Medina, Ohio this the 29 day of October 2002, by and between the City of Medina, an Ohio municipal corporation, 132 North Elmwood Street, Medina, Ohio 44256, Lessor, and Medina County Park District, a subdivision of the State of Ohio, 6364 Deerview Lane, Medina, Ohio 44256, Lessee.

### WITNESSETH:

#### 1. Subject Premises

Lessor, for consideration of the covenants hereinafter contained on the part of Lessee does hereby let and lease unto the Lessee and its permitted successors and assigns, Lake Medina and adjacent land situated in the City of Medina, County of Medina, and State of Ohio, known and particularly described in attached Exhibit A which is made apart hereof by reference, and is hereinafter referred to as the "subject premises." As further consideration for this lease, the Lessee has granted to Lessor a Waterline Easement along Lessee's all purpose trail from the City of Medina to Lester Road for Two Dollars (\$2.00) per lineal foot in accordance with the Waterline Easement which is attached hereto as Exhibit B and which is made apart hereof by reference. Lessor further agrees to assign, so far as possible, to Lessee by separate instrument all of its rights to a parking area off Granger Road adjacent to the subject premises.

## 2. Term and Additional Terms

To have and to hold the same for the term of ninety-nine (99) years commencing on the effective date of this Lease, upon the terms and conditions herein set forth. The term of this lease shall automatically renew for a new ninety-nine (99) year term upon the expiration of the initial term and upon the expiration of each additional ninety-nine (99) year term. The additional terms shall be on the same terms and conditions as the original term.

## 3. Commencement of Term

The Commencement of the term and the effective date of this lease shall be midnight of a day after switching over service to Lessor of Lake Erie water which completes the first ninety (90) days of use of Lake Erie water as the Lessor's permanent water supply, uninterrupted by problems, modifications or repairs concerning the Lake Erie water source which require switching back to Lake Medina as the Lessor's temporary water source, and upon which date no additional modification or repair is indicated, or January 1, 2003, whichever date is later. Lessee shall have possession of the subject premises under this lease as of said effective date of this lease.

## 4. Lessee's Covenant as to the Dam

Lessee covenants and agrees that during the term of the lease and any additional terms, Lessee shall have the sole responsibility for the maintenance, repair, replacement and inspection of the existing dam on the subject premises and shall save Lessor harmless from any liability arising therefrom and from any liability arising from failure of the Lake Medina Dam, including but not limited to attorney fees, and further including, but not limited to abiding and complying with



all inspection, oversight and maintenance policies of the Ohio Department of Natural Resources (ODNR) and conducting any future repair or modification of the Dam that is required by ODNR. Lessee's covenants in this Section 4 are subject to Lessee's right of termination of the Lease set forth in Section 12 hereof. Lessee shall provide documentation to Lessor that the subject premises is continuously primarily insured by a public liability policy in a minimum amount of \$4,000,000.00 with the Lessor as a named insured on such policy. Such insurance policy shall contain a contractual liability endorsement, which will protect Lessor for Lessee's obligations under this lease. In future years the amount of insurance coverage shall be increased as is appropriate.

#### 5. Lessee's Covenant to Use as a Public Park

Lessee covenants and agrees that it will use and maintain the subject premises as a public park facility of the Medina County Park District during the term of this lease and any additional terms. The use as a public park facility shall include the right to construct, maintain, repair, remove and replace public park improvements of all kinds and the authority to issue and/or license park concessions. Lessee further agrees and covenants that if it and its successors and assigns fail to operate the subject premises as a public park facility for a continuous period of more than three (3) years, this lease shall automatically be terminated, all use of the subject premises by Lessee shall cease, and all property improvements shall become the sole property of the Lessor.

6. Lessee's Covenant to Limit Future Public Boating on Lake Medina

Lessee covenants and agrees that it will not permit any motorized boat or other vehicle use on Lake Medina, except with electric trolling motors or other devices approved by both parties. The use of electric trolling motors shall be in the sole discretion of and regulation by the Lessee. This prohibition as to motorized boats applies to general public use but shall not apply to the Lessee in its administration and maintenance of the lake.

7. Lessor's Covenant as to Modification of the Overflow System

Lessor covenants and agrees that within three (3) years from the commencement of this lease, it will construct, maintain, repair and replace modifications to the current overflow system of the subject premises in accordance with plans to be prepared by the Lessor agreeable to both parties. After said three (3) year period, the Lessee shall have the sole responsibility to maintain, repair and replace the said overflow system.

8. Mutual Covenant as to Lake Water Level

The parties hereto jointly covenant and agree that Lessee shall maintain the water level of Lake Medina upon the subject premises which shall not exceed the maximum of 926 feet overflow level or as otherwise dictated by an order of the Medina County Court of Common Pleas or other legal authority having jurisdiction over the subject premises, and shall save Lessor harmless from any liability arising therefrom, including but not limited to attorney fees and expenses.

#### 9. Mutual Covenant as to Emergency Water Reservoir

The parties hereto jointly covenant and agree that during the continuance of this lease term and any additional lease terms the subject premises are reserved by Lessor as an emergency water reservoir. This reservation shall continue in full force and effect until Lessor gives to Lessee written notice of the permanent surrender by Lessor of this reserved right for emergency water reservoir. If the use of the subject premises is required as an emergency source of water by the Lessor, notice of same shall be given by Lessor to Lessee at the earliest practical time by reasonable means and both parties shall use their best efforts for the use of the subject premises as an emergency water source. The use of the subject premises as an emergency water source by Lessor shall not continue longer than is reasonably necessary. Any expense arising from or connected with the maintenance or use of the subject premises for an emergency reservoir shall be the sole cost of Lessor and Lessor shall save Lessee harmless from any liability arising therefrom, including but not limited to attorney fees. During the period of any emergency source of water use, the Lessor may cause all recreational facilities which could affect the water quality of the reservoir to cease. The Lessor shall incur no financial liability for causing the recreational activities to cease.

#### 10. Mutual Covenant as to Water Pumps and Pump House

The parties hereto jointly covenant and agree that for a period of three (3) years from the commencement of this lease the Lessor shall have the sole responsibility and cost of the maintenance, repair and replacement of the pumps and pump house on the subject premises and for all operational costs of said pumps. During the initial three (3) year period, Lessor shall solely operate said

pumps and shall save Lessee from any liability arising from the operation, maintenance, repair and replacement of said pumps and pump house and shall save Lessee harmless from any liability arising therefrom, including but not limited to attorney fees. After the initial three (3) year period the Lessee shall have the sole responsibility and cost of the maintenance, repair and replacement of the pumps and pump house on the subject premises.

#### 11. Mutual Covenant as to Cable Supported Bridge

The parties hereto covenant and agree with regard to the cable supported pedestrian bridge upon the subject premises that such bridge is not now presently fit for public use. Neither party hereto assumes any responsibility for the maintenance, repair, removal or replacement of said bridge. However, both parties agree to use their mutual best efforts to promptly apply for grants to replace or adequately repair said bridge. Each party hereto agrees to share equally the local cost share of any such grant or grants. The parties agree their mutual efforts for grants to replace the bridge shall commence on the date of this lease prior to the effective date of possession and commencement of term.

#### 12. Mutual Covenant as to Lessee's Right to Terminate Lease

The parties hereto covenant and agree that upon one (1) year or more written notice from Lessee to Lessor, the Lessee may unilaterally terminate this lease for the reason that then existing circumstances and conditions make it financially impractical for Lessee to meet its obligations under this Lease, except that any negligence or intentional acts of Lessee which lead to such financial impracticality shall not be grounds for the unilateral termination of this Lease by Lessee. After such lease termination, neither party shall have further rights or

obligations under this lease, except for Lessee's financial responsibility under this Lease for claims, demands, causes of action or judgments which arose prior to the effective date of the lease termination, all of which shall remain the financial responsibility of the Lessee. Upon receipt of such lease termination notice, Lessor shall have full right and access to inspect the subject premises to ascertain Lessee has complied with the lease terms and conditions by all means within its reasonable control.

### 13. Mutual Covenant as to Lessor's Right to Terminate Lease

The parties hereto covenant and agree that upon one (1) year or more written notice from Lessor to Lessee, Lessor may unilaterally terminate this lease for the purpose of operating the subject premises as a municipal park. However, the Lessor shall reimburse Lessee, on or before the effective date of lease termination, the then fair market value of all capital improvements to the subject premises installed by Lessee from the commencement date of this lease. The then value of all such capital improvements shall include but not be limited to what would then be reasonable charges for services that Lessee obtained in development of the capital improvements including charges of independent contractors and Lessee's staff for planning, coordination, project management and other service charges incurred by Lessee associated with such capital improvements. If the parties are unable to agree upon the then fair market of all such capital improvements, then the fair market value shall be determined by binding arbitration in accordance with the arbitration procedure hereinafter set forth in this Section 13.

The parties further covenant and agree that upon one (1) year or more written notice from Lessor to Lessee, Lessor may unilaterally terminate this lease

for the purpose of selling the subject premises in order to satisfy in whole or in part a fiscal emergency of the Lessor. It shall not be deemed a fiscal emergency which requires the sale of the subject premises and authorizes the termination of this lease if there is some other feasible means by which the fiscal emergency of Lessor can be resolved. In the event Lessor exercises its right to terminate this lease due to a fiscal emergency, the Lessee shall have the right of first refusal to purchase the subject premises at the same price as the price offered by Lessor for sale to a third party. Lessor shall submit its offering price in writing to Lessee and Lessee shall have sixty (60) days to accept or reject the proposed sale price. Failure of Lessee to act on the sale offer within the sixty (60) day period shall be deemed a rejection by the Lessee. If the Lessor wishes to offer the subject premises for sale at a lower price than was offered to and rejected by Lessee, then Lessor shall first extend to Lessee in writing the offer of sale at the reduced sale price and Lessee shall again have sixty (60) days to accept the new offer. The parties further agree that in the case of lease termination due to a fiscal emergency without Lessee purchasing the subject premises under its right of first refusal, the Lessee shall be reimbursed for Lessee's costs for all capital improvements to the subject premises as provided for in the first paragraph of this Section 13. In case Lessee purchases the subject premises under its right of first refusal, the increase in value of the subject premises due to capital improvements made by Lessee shall be credited toward the purchase price. In the event of failure to agree upon said increase in value, the matter shall be determined by binding arbitration. Such binding arbitration shall be accomplished by each party appointing one disinterested arbitrator and the two appointed arbitrators selecting a third arbitrator. The decision of a majority of the three arbitrators shall be binding upon

the parties hēreto. Each party shall pay the cost of the arbitrator each selects and the parties shall share equally the cost of the third arbitrator selected.

If the Lessor terminates this lease within five (5) years from the effective date of the lease under either of the first two paragraphs of this Section 13, the Lessor shall upon the date of lease termination pay to Lessee One Hundred Twenty-eight Thousand Nine Hundred Eighty-eight and 00/100 Dollars (\$128,988.00) to compensate Lessee for the reduction in the cost of the Lessor's waterline right-of-way easement through the Lester Rail-Trail Park as outlined in Section 1 of Medina City Ordinance 154-01.

#### 14. Retained Right of Lessor to Sell Water

Lessor at all times retains the right to commercially sell the water of Lake Medina so long as such water sales do not interrupt or interfere with Lessee's use of the subject premises and Lessor reimburses Lessee for any additional expense incurred by Lessee related to such water sales.

#### 15. Approval by Probate Court

This Lease Agreement, to the extent that any part of it may be deemed a gift to the Lessee from the Lessor, shall be subject to the approval of the Medina County Probate Court.

#### 16. Real Estate Taxes and Assessments

Lessee shall pay all real estate taxes and assessments upon the subject premises, but both parties hereby covenant to jointly use their best efforts to continue the subject premises as a tax exempt parcel.

### 17. Utilities

To the extent practical to do so, each party shall pay for, by means of separate meters for each party, the utilities which each party utilizes upon the subject premises to fulfill the covenants and obligations of each party under this lease. In case it is not practical to provide separate utility meters, the parties shall share such utility cost in an equitable manner.

### 18. Risk of Loss

Each Party hereby fully assumes all risk of damage, loss, theft or vandalism to the personal property or fixtures owned or operated by the respective parties hereto and for the real property of the subject premises under the control of or for which the respective parties have liability and each party shall save harmless the other party therefrom except in any cases of intentional acts of the other party.

### 19. Waiver of Subrogation Rights

Neither party shall be liable for any insurable damage to property or persons for which the other party is insured and each party hereby waives the right of subrogation against the other party.

### 20. Insurance

Both parties agree to carry and maintain public liability insurance, property damage and personal injury insurance in amounts and with companies as each party deems appropriate, but in no case in lesser amounts than is carried or would be carried by the party for similar property insured by the party outside of the subject premises. It is agreed that the Lessor may exclude Lake Medina and the



Lake Medina Dam from the Lessor's liability insurance, property damage and personal injury insurance coverage.

#### 21. Assignment of Interest

Neither party hereto shall assign its interest in this lease or the underlying fee to the subject premises to any third party without the prior express written permission of the other party, except to a legally established successor to either party.

#### 22. Default

If either party deems the other party to be in default or violation of the terms and conditions of this lease, the non-defaulting party shall give the other party not less than thirty (30) days written notice to correct such default or violation. In case of failure of the other party to obey the thirty (30) day written notice, the non-defaulting party shall have all rights provided by law to enforce the terms and conditions of this lease, including but not limited to restraint or action by injunction for all violations, actual, attempted or threatened.

#### 23. Emergency

In case of an emergency requiring immediate action, either party may take such emergency action that is required to protect the subject premises, all improvements, fixtures and personal property upon the subject premises and the general public. All reasonable expenses incurred by such emergency action shall be the responsibility of and paid for the party responsible for causing the emergency or if none, by the party whose interests were protected in the undertaking of the emergency action.

#### 24. Eminent Domain Proceeding

If the subject premises or any part of the subject premises are acquired by right of eminent domain or by a conveyance in lieu thereof, the parties agree that the Lessee shall be deemed to be the owner of the subject premises for purposes of participating in the eminent domain proceedings to the extent allowed by law. However, financial receipts for such proceedings shall be divided between the parties in an equitable fashion consistent with the value to each party of property and rights acquired by such proceedings. If the parties are unable to agree upon a division of the financial receipts, then the parties agree to submit the matter to binding arbitration in the manner hereinabove set forth in section 13.

#### 25. Notices

Whenever notice is required under this lease, it shall be given in writing to the other party by registered or certified mail at the address first above written or at such other address as either party may subsequently designate to the other party or by personal service of the written notice upon a proper official of the other party.

#### 26. Legality

Should any one or more of the terms and conditions of this lease be declared void or in violation of law, this lease shall remain in full force and effect as to the remainder of the terms and conditions.

#### 27. Titles

All titles contained in this lease are for reference and convenience only and are not part of this lease.

### 28. Binding Upon Parties

This lease and all rights hereunder shall inure to the benefit of the parties hereto and shall be binding upon them and their respective successors and assigns.

### 29. Ohio Law

Any question, dispute or interpretation of this lease shall be governed by the law of Ohio.

### 30. Entire Agreement

This Lease and the exhibits attached hereto and forming a part hereof, and all covenants, promises, agreements and conditions contained herein constitute the entire agreement and understanding between the parties hereto with regard to the subject premises. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties.

### 31. Quiet Enjoyment

Lessor shall, and the successors and assigns of said Lessor shall warrant and defend the Lessee in the enjoyment and peaceable possession of the subject premises, during the term and additional terms aforesaid, if the Lessee shall perform all and singular the covenants herein agreed to be performed on the part of the Lessee.

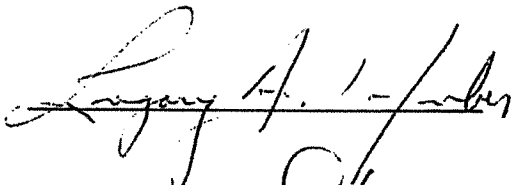
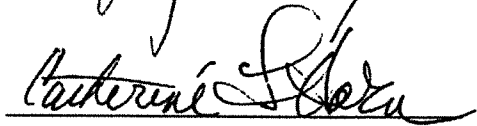
IN WITNESS WHEREOF the parties to this lease set their hands to  
duplicates hereof, on the day and year first above written.

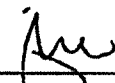
Signed and acknowledged

in the presence of:

LESSOR:

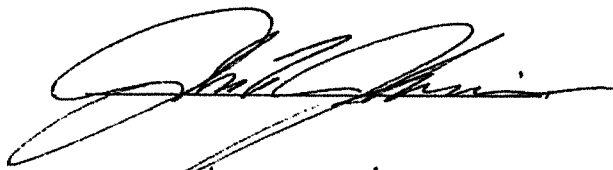
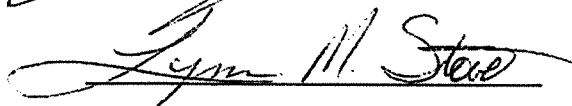
City of Medina

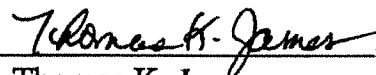
  
Gregory A. Leaver  
  
Catherine S. Steu

By: , Mayor  
Jane Leaver

LESSEE:

Medina County Park District

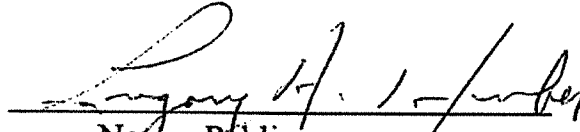
  
Thomas K. James  
  
Lynn M. Steu

By: , Director  
Thomas K. James

State of Ohio )ss  
Medina County )

Before me, a notary public in and for said County and State personally appeared the above named the City of Medina by Jane Leaver, its Mayor, who acknowledged that she is fully authorized in the premises and she did sign the foregoing instrument, and that the same is her free act and deed personally and as Mayor of the City of Medina.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this the 29 day of October, 2002.

  
Notary Public  
For The State Of Ohio  
My Commission Has No Expiration Date

State of Ohio )ss  
Medina County )

Before me, a notary public in and for said County and State personally appeared the above named Medina County Park District by Thomas K. James, its Director, who acknowledged that he is fully authorized in the premises and he did sign the foregoing instrument, and that the same is his free act and deed personally and as Director of the Medina County Park District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this the 23<sup>rd</sup> day of October, 2002.

  
Notary Public  
JOHN T. JEANROCHE, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Date — Sec. 147.08 B. C.

"EXHIBIT A"

LEGAL DESCRIPTION

Situated in the City of Medina, County of Medina and State of Ohio:

Being the Whole of Medina City Lot 4282 as recorded in Plat Book 19, Page 1 of the Medina County Recorders Records and originally containing 192.660 acres.

Excepting therefrom that portion of City Lot 4282 conveyed to the State of Ohio on 07-23-92 in OR720, Page 590 of the Medina County Recorders Records and described as follows:

Commencing at a point calculated at the Northeast corner of lot #489, said point also being at the Southeast corner of Lot #488;  
thence South 00 degrees 15 minutes 57 seconds West along the East line of said  
(SEE ATTACHED)

35977 ds



Continuation of PROPERTY INFORMATION (Legal Description)

Lot #489 a distance of 350.47 feet to a point, said point being on the centerline of State Route 3, and at Station 714 + 01.70 on said centerline; thence South 47 degrees 43 minutes 06 seconds West along the centerline of said State Route 3 and its projection a distance of 954.87 feet to a point, said point being at the Southeast corner of the Grantor's property and 2.47 feet right of Station 704 + 46.89 on said centerline and the True Place of Beginning;

thence South 47 degrees 43 minutes 06 seconds West along the Grantor's Southerly property line a distance of 533.50 feet to a point said point being on the Grantor's Southerly property line and 127.48 feet right of Station 699 + 47.37 on said centerline; thence South 89 degrees 27 minutes 25 seconds East along the Grantor's Easterly property line a distance of 20.00 feet to a point, said point being 134.27 feet right of Station 699 + 65.03 on said centerline; thence South 19 degrees 47 minutes 30 seconds East along the Grantor's Easterly property line a distance of 42.66 feet to a point, said point being on the Grantor's Easterly property line and 176.93 feet right of Station 699 + 65.13 on said centerline; thence North 89 degrees 27 minutes 25 seconds West a distance of 19.08 feet to a point, said point being on the Southerly right-of-way line for State Route 3 and 170.44 feet right of Station 699 + 48.72 on said centerline;

thence South 23 degrees 18 minutes 42 seconds West along said Southerly right-of-way line a distance of 91.40 feet to a point, said point being 237.88 feet right of Station 698 + 87.02 on said centerline;

thence South 61 degrees 06 minutes 12 seconds west along said Southerly right-of-way line a distance of 34.55 feet to a point, said point being on the Grantor's Southerly property line and 243.73 feet right of Station 698 + 52.98 on said centerline;

thence North 09 degrees 42 minutes 41 seconds West along the Grantor's Westerly property line a distance of 31.76 feet to a point, said point being 212.39 feet right of Station 698 + 58.18 on said centerline;

thence South 61 degrees 06 minutes 12 seconds West along the Grantor's Westerly property line a distance of 40.16 feet to a point, said point being 219.20 feet right of Station 698 + 18.60 on said centerline;

thence South 78 degrees 57 minutes 12 seconds West along the Grantor's Westerly property line a distance of 61.80 feet to a point, said point being 210.49 feet right of Station 697 + 57.42 on said centerline; thence South 47 degrees 21 minutes 12 seconds west along the Grantor's Westerly property line a distance of 38.10 feet to a point, said point being 225.68 feet to a point, said point being 225.68 feet right of Station 697 + 22.48 on said centerline;

thence North 81 degrees 20 minutes 22 seconds West along the Grantor's Westerly property line a distance of 461.05 feet to a point, said point being 10.62 feet right of Station 693 + 14.66 on said centerline;

thence along the Grantor's Westerly property line on a curve to the right having a radius of 954.93 feet, a delta of 01 degrees 25 minutes 08 seconds, a

Thank You For Thinking of Midland Title and Penny Wilson.



Continuation of PROPERTY INFORMATION (Legal Description)

tangent of 11.82 feet, a chord of 23.65, a chord Bearing of North 80 degrees 52 minutes 46 seconds East, an arc distance of 23.65 feet to a point, said point being on the Grantor's Westerly property line and 14.73 feet right of Station 693 + 37.95 on said centerline;

thence North 82 degrees 09 minutes 00 seconds East along the Grantor's Westerly property line a distance of 393.36 feet to a point, said point being on the Grantor's Westerly property line and 91.78 feet right of Station 697 + 23.69 on said centerline;

thence North 07 degrees 34 minutes 53 seconds East along the Grantor's Westerly property line a distance of 192.62 feet to a point, said point being on Grantor's westerly property line and 80.27 feet left of Station 698 + 10.32 on said centerline;

thence North 70 degrees 59 minutes 15 seconds East a distance of 114.68 feet to a point, said point being 80.00 feet left of Station 699 + 25.00 on said centerline ;

thence North 49 degrees 46 minutes 12 seconds East a distance of 86.35 feet to a point, said point being 110.00 feet left of station 700 + 10.00 on said centerline;

thence North 82 degrees 41 minutes 51 seconds East a distance of 137.10 feet to a point, said point being 70.00 feet left of Station 701 + 50.00 on said centerline;

thence North 61 degrees 11 minutes 21 seconds Est a distance of 281.67 feet to a point, said point being on the Grantor's Easterly property line and 49.71 feet left of Station 704 + 43.71 on said centerline;

thence South 42 degrees 16 minutes 54 seconds East along the Grantor's Easterly property line a distance of 52.28 feet to a point, said point being the southeast corner of Grantor's property and 2.47 feet right of Station 704 + 46.89 on said centerline and the True Place of Beginning. The above described tract of land contains 3.424 acres of which public road occupies 1.723 acres and 1.215 acres are in parcel number 028-19B-008-002 as surveyed by Gary L. Toussant, P.S. #6332 if Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio, in June, 1989.

Thank You For Thinking of Midland Title and Penny Wilson.



134-01  
EXHIBIT B

### WATERLINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Ten and more Dollars (\$10.00+ ) and other good and valuable consideration recited herein given to the Medina County Park District hereinafter "Grantor(s)" by the CITY OF MEDINA, Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual right-of-way and easement for the purpose of erecting, constructing, installing and thereafter using, operating, inspecting, maintaining, repairing, replacing and removing water line(s), under, across, and through certain land of the Grantor(s) situated in the Township of York, County of Medina and State of Ohio and more particularly described as follows:

---

FM: Medina County Park District

Deed:

Situated in the Township of York, County of Medina, State of Ohio, and known as being part of Lot 21, Tract 2; Lot 17 Tract 3; Lot 16 Tract 3; and Lot 9 Tract 4 of said Township, and more particularly described as follows:

The entire area contained within Medina County Auditor's Permanent Parcel Number 045-05A-27-011, containing 70.3804 acres of land, more or less, except the areas at the Western end of the right of way which are outside of the normal right of way which was originally for the East-West railroad track, approximately thirty (30) feet wide.

---

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

As additional consideration for this easement and right-of-way, and as a condition of the Grantee's continued use of same, Grantee is bound to the following:

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of the water line.

2. Grantee shall repair existing multi-purpose trail cross section with the County Parks system standard cross section for multi-purpose trails, specifically two (2) inches of compacted #10 limestone screenings underlain by four (4) inches of compacted #304 limestone base underlain by four (4) inches of granular backfill, and no part of the waterline to be constructed shall obstruct or interfere with such multi-purpose trail.
3. Grantee shall cause his Contractor for this work to be responsible to repair any trench settlement within the multi-purpose trail for a period of twenty-four (24) months after completion of this work.
4. Grantee shall replace any driveway, lawn, shrubbery , or other improvement that may be damaged as a result of construction.
5. Construction shall be completed as expeditiously as possible but in no case more than one (1) year from the grant of this easement, and within a reasonable time after completion of construction Grantee will restore the site of the work as nearly as possible to its original condition and shall maintain it in such condition for a period of two (2) years after completion of construction.
6. Grantee will secure and protect all permanent structures within the construction zone.
7. Grantee will pay the reasonable cost of damage to crops caused by construction or maintenance.
8. Grantee will pay for all costs of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any.
9. Grantee will not impose any special charges or assessments upon Grantors.
10. Grantee shall save harmless Grantor from any and all loss, damages or liability which may arise due to the construction or operation of the waterline authorized by this easement, including but not limited to attorney fees.

Grantor(s) covenant and agree not to install, erect or maintain any structure, fixture or device upon the easement which could in any way interfere with Grantee's use of the easement and right-of-way; however, Grantor retains the right to use the surface of the easement area provided said use does not interfere with the uses granted to Grantee.

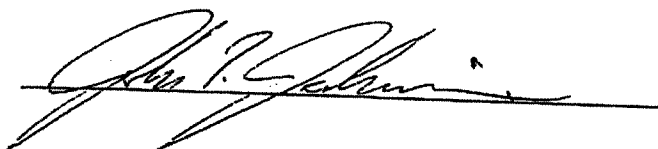
All the terms and conditions of this Easement and Right-of-way shall be binding upon and inure to the benefit of the Grantor(s), the Grantee, their heirs, executors, administrator, successors and assigns.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on this the 17<sup>th</sup> day of August, 2001.

Witnessed by:

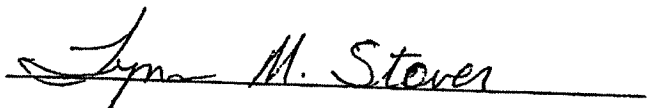
Grantor:



MEDINA COUNTY PARK DISTRICT

Print Name: John T. Jeandrevin

By: Thomas K. James  
Thomas K. James, Director

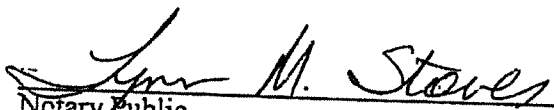


Print Name: Lynn M. Stover

State of Ohio )  
County of Medina) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the Grantor Medina County Park District by Thomas K. James, its Director, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such Director.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Medina, Ohio, on this the 17<sup>th</sup> day of August, 2001.

  
Notary Public

*Lynn M. Stover, Notary Public  
In and for the State of Ohio  
My Commission Expires 3-29-2003*

This instrument prepared by:  
John T. Jeandrevin, Esq.  
600 E. Smith Rd.,  
Medina, OH 44256  
(330) 725-4114 Phone  
(330) 723-2959 Fax

# Medina County Tax Map

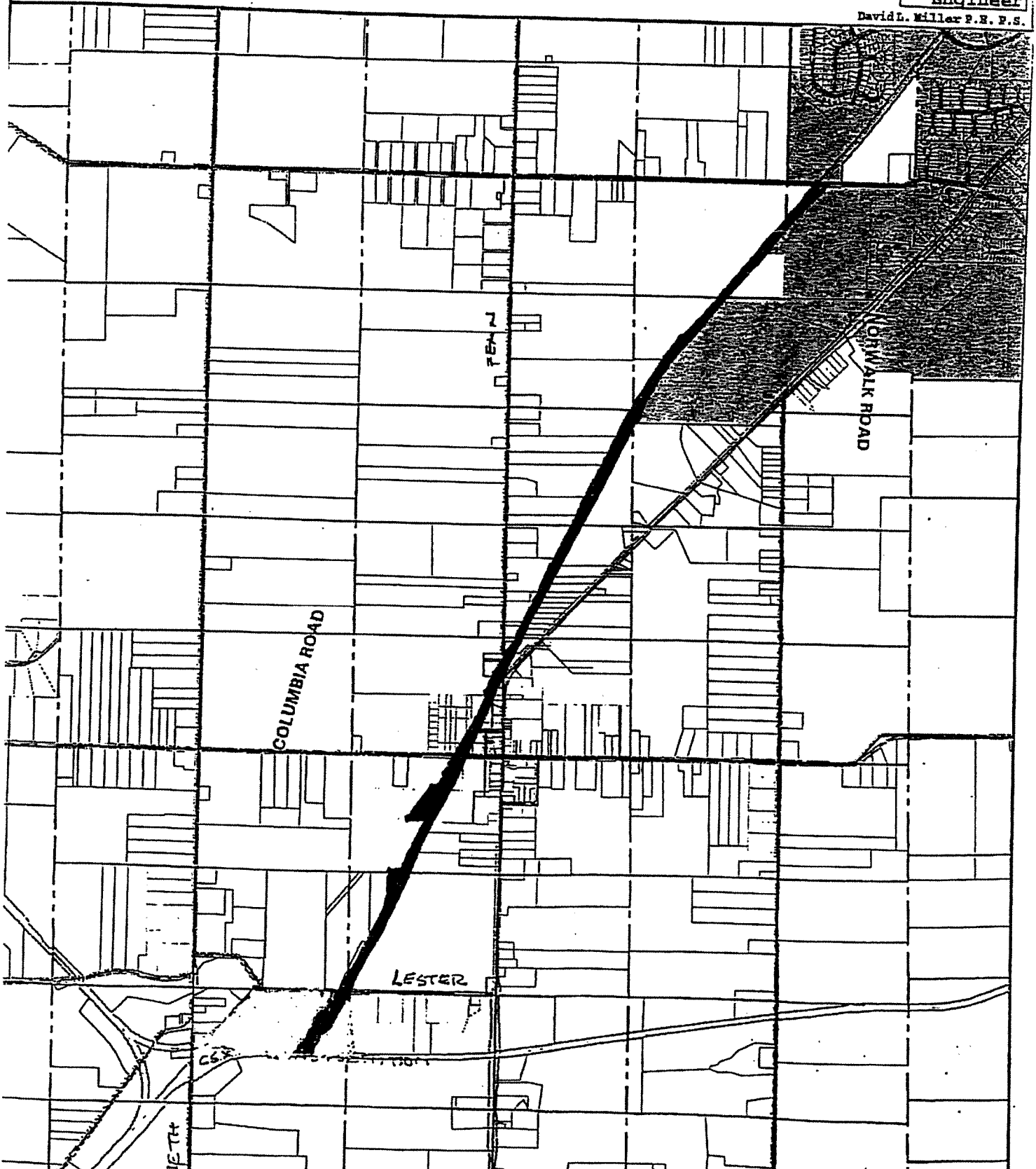
User/Company: P PATTON #2 Date: Tuesday, May 08, 2001, 2:03 PM

Map Scale: 1 Inch = 2104 Feet North: North is Left Side Disclaimer Printed: None

Selected Parcel Numbers:  
045-05A-27-011

Medina  
County  
Highway  
Engineer

David L. Miller P.E. P.S.





Midland Title Security, Inc.

23 PUBLIC SQUARE • MEDINA OHIO • 44256-2203

(330) 725-6566 • (800) 341-OHIO • FAX 220-8056

Date: November 20, 2001

City of Medina  
132 North Elmwood Ave  
Medina, Ohio 44256

Attn: Mr. Patrick J. Patton, PE

Our File No:

Property: Medina County, York Township, Brunswick, OH 44212

Buyer/Borrower: Medina County Park District

Seller: City of Medina

Your File No:

Enclosed please find the following:

Please find enclosed the Original Recorded Waterline  
Easement - Document No. 2001OR030541

Thank you for this opportunity to be of service to you.

Very truly yours,  
Midland Title Security, Inc.

Holly Lewis  
Manager

# REQUEST FOR COUNCIL ACTION

No. RCA 25-038-2/10

FROM: Keith H. Dirham  
 DATE: Monday, February 3, 2025  
 SUBJECT: Cash Advance for Sanitation Fund  
 SUMMARY AND BACKGROUND:

Committee: Finance & Council  
Fund 001 (General) to 514 (Sanitation)

We delayed raising Sanitation rates due to being unsure of what would happen with the CPF. The residential rate increased to \$20 from \$18 per month effective in the middle of 2024 and the commercial rates have now increased as well. These increases are tuning things around but the fund balance has deteriorated to the point that we now need a cash infusion in order to keep operations running. Note that over the past three years (2022-2024) the fund experienced cumulative deficits of more than \$1.25 Million. Thus, the fund balance has diminished from over \$2 Million at the beginning of 2022 to less than \$750 Thousand at the end of 2024:

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Sanitation	1,008,162.47	1,155,653.70	931,249.61	825,983.66	774,163.88	673,438.86	830,275.73	1,079,565.44	1,367,929.07	1,927,103.32	1,986,255.06	1,972,936.91	2,016,580.42	1,824,386.05	1,100,016.52
Total	3,011,927.02	2,968,701.74	3,028,857.64	3,079,376.31	3,088,460.90	3,392,280.35	3,369,688.60	3,385,895.26	3,471,433.44	3,427,728.01	3,419,364.32	3,432,928.94	3,532,801.50	3,706,136.02	3,800,877.50
CPF	2,864,435.79	3,193,105.83	3,134,123.59	3,131,196.09	3,189,185.92	3,235,443.48	3,120,398.89	3,097,531.63	2,912,259.19	3,368,576.27	3,432,682.47	3,389,285.43	3,724,995.87	4,430,505.55	4,158,167.24
Balance	1,155,653.70	931,249.61	825,983.66	774,163.88	673,438.86	830,275.73	1,079,565.44	1,367,929.07	1,927,103.32	1,986,255.06	1,972,936.91	2,016,580.42	1,824,386.05	1,100,016.52	742,726.78
Percentage	38.37%	31.37%	27.27%	25.14%	21.80%	24.48%	32.04%	40.40%	55.51%	57.95%	57.70%	58.74%	51.64%	29.68%	19.54%
Change	14	(2)	(1)	(5)	(1)	15	24	28	55	59	(1)	43	(1)	(7)	(3)

Estimated Cost: \$500,000

**Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. 001-0707-56615

Emergency Clause Requested:

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

*Ord 38-25  
2-10-25*



941.06 COLLECTION RATES.

(a) Nonresidential and Residential with Containers. The City shall charge each school, church, industry, commercial establishment, place of business or other nonresidential building, or multifamily dwelling of four units or more that has assigned approved container collection of one cubic yard or larger on the basis and at the rate as follows:

(1) Container charges (monthly).

**(A) Effective until January 1, 2025 the amount billed per container per month shall be at the rate of \$5.50 per cubic yard, per week:**

~~Number of Pick-ups per Week (\$5.50 per cubic yard)~~

Volume	1	2	3	4	5	6
1 cubic yard	\$22.00	\$44.00	\$66.00	\$88.00	\$110.00	\$132.00
2 cubic yards	44.00	88.00	132.00	176.00	220.00	264.00
3 cubic yards	66.00	132.00	198.00	264.00	330.00	396.00
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
6 cubic yards	132.00	264.00	396.00	528.00	660.00	792.00
7 cubic yards	154.00	308.00	462.00	616.00	770.00	924.00
8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00

**(B) Effective for bills due after January 1, 2025 the amount billed per container, per month shall be at the rate of \$5.50 per cubic yard, per week for all containers four (4) cubic yards and more and the amount billed per container, per month shall be at the rate of \$7.00 per cubic yard for containers smaller than four (4) cubic yards:**

Volume	1	2	3	4	5	6
1 cubic yard	<b>\$28.00</b>	<b>\$56.00</b>	<b>\$84.00</b>	<b>\$112.00</b>	<b>\$140.00</b>	<b>\$168.00</b>
2 cubic yards	<b>56.00</b>	<b>112.00</b>	<b>168.00</b>	<b>224.00</b>	<b>280.00</b>	<b>330.00</b>
3 cubic yards	<b>84.00</b>	<b>168.00</b>	<b>252.00</b>	<b>336.00</b>	<b>420.00</b>	<b>504.00</b>
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
6 cubic yards	132.00	264.00	396.00	528.00	660.00	792.00
7 cubic yards	154.00	308.00	462.00	616.00	770.00	924.00
8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00



Containers of a size not specified shall be charged at a rate prorated in the manner prescribed above.

- (2) Additional hourly charges shall be assessed to customers for failure to provide City workers reasonable access to rubbish or garbage to be collected or in any other way impeding the process of efficient collection. Time shall be assessed at a rate of **one hundred dollars (\$100.00) per hour four (4) times the current hourly MEO pay rate, rounded to the nearest dollar.**
- (3) **All container deliveries and container charges are subject to a fee of the current hourly MEO pay rate, rounded to the nearest dollar.**
- (4) **Cardboard Collection shall be charged at one half (1/2) of the trash/rubbish rate.**

(b) Residential and Nonresidential Without Container Collection.

(1) **Effective until July 1, 2024:**

- (1) A minimum monthly pick-up charge of sixteen dollars (\$16.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

(2) **Effective for bills due after July 1, 2024 and before July 1, 2025:**

**A minimum monthly pick-up charge of eighteen dollars (\$18.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.**

(3) **Effective for bills due after July 1, 2025:**

**A minimum monthly pick-up charge of twenty dollars (\$20.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or**

**more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.**

(4) Any residential special pick-up defined as a collection requested other than the regularly scheduled day shall have an additional ten dollars (\$10.00) charge.

(5) Unless otherwise specified in subsection (a)(1) hereof, the City shall charge each single-family residential and multifamily residential dwelling unit of three units or less sixteen dollars (\$16.00) per month for the pick-up of all garbage and normal household rubbish which is properly prepared as described in Section 941.01 (a).

(c) Other Charges (Nonresidential and Residential).

(1) A. For the producers of nonresidential or residential multi-family units of three or less, garbage and/or rubbish other than defined or as described in subsections (a) and (b) hereof requiring pick-up by the City Sanitation Department, a charge of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard shall be assessed. Not properly prepared garbage and/or rubbish for residential units of three or less shall be charged at a rate of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard. Cubic yardage shall be determined by sanitation truck hopper loads. There shall be a minimum charge of one cubic yard. For producers of garbage and/or rubbish in quantities larger than twenty-eight uncompacted cubic yards per pick-up, a partial truck load rate shall apply as follows:

Description (Panels)	Volume Compacted (Cubic Yards)	Flat Rate
1	7.5	<del>\$165.00</del> <b>\$200.00</b>
2	15	<del>330.00</del> <b>400.00</b>
3	22.5	<del>495.00</del> <b>600.00</b>

Additional charges may be assessed if access to loading or other delays cause undue time to be expended in the collection prices as defined by subsection (a)(2) hereof.

B. 1. Roll off container rate schedule:

(Pull rates shall be set based upon location of required disposal site regardless of the number of pulls per week.)

**Effective until January 1, 2025:**

\$100.00 - Medina Paper Recycling (20 minute round-trip)

\$150.00 - Medina County Central Processing Facility (45- 60 minute round-trip)

\$175.00 - Zollinger sand and gravel (75-90 minutes round- trip)

\$200.00 - Rumpke Transfer Station - Broadview Heights (105-120 minute round- trip)

\$200.00 - Strongsville Transfer Station (105-120 minute round-trip)

\$150.00 - Liverpool Waste Water Treatment Plant Digester (45-60 Minute round-trip)

\$150.00 - Country View Auto Recycling - Spencer (45-60 minutes round-trip)

\$275.00 - Congress Lake Farms - Mogador (150-180 minutes round-trip)

\$275.00 - Kurtz Bros. Inc. - North Canton (150-180 minutes round-trip)

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

**Effective for bills due after January 1, 2025:**

~~\$100.00~~ **125.00** - Medina Paper Recycling (30 minute round-trip)

~~\$150.00~~ **225.00** - Medina County Central Processing Facility (~~45-60~~ **60-90** minute round-trip)

~~\$175.00~~ **225.00** - Zollinger sand and gravel (75-90 minutes round- trip)

~~\$200.00~~ **325.00** - Rumpke Transfer Station - Broadview Heights (105-120 minute round-trip)

~~\$200.00~~ **325.00**- Strongsville Transfer Station (105-120 minute round-trip)

\$150.00 - Liverpool Waste Water Treatment Plant Digester (45-60 Minute round-trip)

~~\$150.00~~ **225.00**- Country View Auto Recycling - Spencer (~~45-60~~ **60-90** minutes round-trip)

~~\$275.00~~ **450.00** - Congress Lake Farms - Mogador (150-180 minutes round-trip)

~~\$275.00~~ **450.00**- Kurtz Bros. Inc. - North Canton (150-180 minutes round-trip)

**\$450.00 - Rumpke, Noble Rd. Landfill – Shiloh (150-180 minutes round-trip)**

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

2. Roll off container rental rate schedule: Accounts needing special consideration, such as special handling, disposal site at location further away, etc. shall be set by the Board of Control on the request of the Service Director. At no time shall the recommended rate be less than the cost of service.

3. All temporary, residential and non-permanent commercial **and compactor style** roll off customers shall be subject to a seventy-five dollars (\$75.00) additional pull charge fee per container pulled.

(2) A. For multifamily residential accounts of four units or larger, the collection of special rubbish items including refrigerators, washers, dryers, stoves, hot water heaters,

trash compactors, furnaces, couches, chairs, mattresses, box springs or other similar rubbish items shall be charged at the rate of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard. Charges shall be levied according to the volume when placed in the truck hopper. A one-yard minimum charge shall apply to all special pick-up rubbish.

B. In observance of "Earth Week", local civic groups who register with the Service Director may have the materials they collect to help clean up the environment collected by the City at no charge during the month of April.

(3) A. Long term container rental schedule: The City shall charge each customer that specifically contracts with the City for the long term rental (~~in excess of two weeks~~) of a sanitation collection container the rental rate set forth below. ~~Charges for partial monthly usage shall be prorated after rounding forward to the end of a service week. Customers who contract for use of a sanitation collection container for two weeks or less shall be charged in accordance with the schedule set forth in subsection (c)(3) hereof.~~ Containers are available to qualified accounts based on availability. Long term rental customers shall be charged for collection according to the schedule set forth in subsection (a)(1) hereof. There shall be no minimum charge or maximum rental time for long term customers, however, the City reserves the right to withdraw any container at its discretion.

**Front and Rear Load Containers Volume (Cubic Yards) Monthly Rental**

1-8            \$ 10.00

~~Front Load Containers Volume (Cubic Yards) Monthly Rental~~

~~1-8            \$ 10.00~~

(4) Claims by the City or users of the service for reclassification shall be reviewed by the Board of Control. Copies of their conclusions shall be on file for review.

(5) Grass clippings shall not be mixed with normal household rubbish or garbage. Yard waste shall be separated from normal household rubbish and placed in approved metal or solid plastic containers not to exceed forty gallons in size or thirty-five pounds in weight. Containers shall have a secure handle(s) and solid bases. Yard waste may not be placed in paper boxes or paper or plastic bags.

(6) Tree limbs, brush and branches shall be cut to lengths between forty- eight and sixty inches. The limbs, brush and branches shall be tied into manageable bundles not exceeding twenty-four inches in diameter or thirty-five pounds in weight. These materials shall be collected by the City on the same collection day as the scheduled rubbish collection day. Yard waste such as limbs, trunks, stumps, etc. in excess of eight inches in diameter or thirty-five pounds in weight will not be picked up.

The City shall annually collect, at no charge, decorative evergreen trees and branches during the two to three-week period immediately following December 25.

(d) Customers Outside City Limits. Commercial hauling is permitted outside the corporate City limits in an area not-to-exceed the geographic boundaries of the four adjacent townships at a ten percent (10%) premium.

(Ord. 105-22. Passed 5-23-22.)



Batch Number  
(Finance use only)  
Batch Posted?

\_\_\_\_\_  
\_\_\_\_\_

RCA Number  
(Council use only)

**RCA 25-039-2/10**  
**Finance**

**REQUEST FOR APPROPRIATION ADJUSTMENT**

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

\_\_\_\_\_  
X  
\_\_\_\_\_  
X

NO. 2025-003  
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0101-53321	police- maint of eq	5,000.00		x	parking ticket machine - maint of eq
		001-0707-56615	general fund - advance out	500,000.00		x	to cover sanitation fund
		001-0743-53322	Pblc bldg-maint of eq	46,000.00		x	2 hvac units/repairs to server room
		104-0301-54413	pks - equip	111,928.00		x	Ken Cleveland foundation donation for playground
		135-0130-52215	ems-contractual	200,000.00		x	to cover ems fees
		137-0406-52215	chip rlf- contractual	41,615.00		x	30 circle drive project
		151-0101-53313	Eq sharing- operating	1,423.00		x	to cover po's
		161-0705-52215	ct clerk computer- contractual	16,000.00		x	to cover scube services
		169-0716-54412	ct-bldgs- muni courthouse	683,078.00		x	Courthouse project
		301-0707-52234	gen purpose cap - muni courthouse	42,000.00		x	courthouse lease
		301-0716-54412	gen purpose cap - muni courthouse	683,078.00		x	Courthouse project
		389-0301-54412	unanticipated - bldgs/ structures	26,000.00		x	hvac units city server room
		546-0530-54412	wtr cap-bldgs/structures	226,800.00		x	Progress Dr water tower
		547-0650-52213	airport / taxes	30,000.00		x	to cover cauv property taxes - airport
		547-0650-53314	airport - gas/fuel	30,000.00		x	to cover jet a fuel for the year
141-0310-53313	Medina sq-operating			2,489.06			reduce appropriations
			Total increases to fund:	2,642,922.00			
			Total reductions to fund:	2,489.06			
			Total transfers within fund:				

EXPLANATION:

\_\_\_\_\_

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 2/5/2025

MAYOR'S APPROVAL:  
(WHEN NECESSARY) \_\_\_\_\_

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

COUNCIL/COMMITTEE ACTION:

APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 39-25


CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL

*2-4-25*  
*Patton*

**REQUEST FOR COUNCIL ACTION**

NO. RCA 25-040-2/10

FROM: Patrick Patton   
DATE: February 4, 2025  
SUBJECT: Accept a Storm Sewer Easement on Hillview Way

REFERRAL: Finance

This request asks Council to accept a storm sewer easement located upon parcel number 028-19A-04-201 (MCL 9154) on Hillview Way. It has come to our attention that a portion of an existing City storm sewer is located outside the City right of way on private property. The property owner has agreed to give the City an easement for \$1.

Thank you for your consideration.

ESTIMATED COST: \$1

SUGGESTED FUNDING: 108  
Sufficient Funds in Account Number:

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:



## Storm Sewer Easement

### KNOW ALL MEN BY THESE PRESENTS:

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

Said easement is granted upon parcel number: 028-19A-04-201

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9154 as shown by plat recorded in Document Number 2014PL000021 of the Medina County Recorder's Records, further bounded and described in Exhibits A and B:

together with the right of reasonable ingress and egress over the immediately adjacent lands of the Grantor(s) for the purpose and use of said easement. The Grantee covenants and agrees that it will not use said easement for public right-of-way purposes.

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

1. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of a STORM SEWER AND APPURTENANCES.
2. Grantee shall replace any driveway, lawn, shrubbery, or other improvement which may be damaged as a result of construction.
3. Within a reasonable time after completion of construction, and in no event later than forty-five (45) days, Grantee will return the ground to its original condition.
4. Grantee will secure and protect all permanent structures within the construction zone.

2. Authorize the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof to enter upon the property designated as Permanent Parcel No. 028-19A-04-201, part of Medina City Lot 9154 with the necessary equipment to remove any obstructions as necessary to repair or replace the existing storm sewer including any rocks, trees, tree stumps, brush, vegetation, and landscaping; to repair or replace the existing storm sewer and appurtenances; to operate, clean, or flush the existing storm sewer and appurtenances; to restore all affected and disturbed areas with topsoil, seed, fertilizer, and mulch in accordance with the plans and/or specifications as prepared by the City of Medina or its agents during the period of time commencing with the breaking of ground for the above described proposed work and terminating when the work has been completed and/or accepted by the City; and
3. Release the City of Medina, its Engineer, and all other officials, assistants, employees, agents and contractors thereof, from claims of damage, of compensation by reason of the above described work as called for by the said plans and/or specifications provided that the property designated as Permanent Parcel No. 028-19A-04-201, part of Medina City Lot 9154 is restored to the condition before construction or as close as reasonably possible in conformance with the plans and/or specifications and/or proposed work described above.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15<sup>TH</sup> day of JANUARY, 20 25.

Grantor:  
Bay Holdings LLC

Signature: Pete Manns

Print Name: Pete Manns

Official Title: President

State of Ohio            )  
  ) SS:  
County of Medina        )

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of JANUARY, 20 25  
The Grantor, PETER MANN, who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed.

I have signed and sealed this Power of Attorney at Medina, Ohio this 15<sup>TH</sup> day of JANUARY, 20 25

Notary Signature: Chris Pavlus

Print Name: CHRIS PAVLUS

My Commission Expires: MARCH 29, 2027

Notary Seal:



Chris Pavlus  
Notary Public, State of Ohio  
My Commission Expires:  
March 29, 2027



## Cunningham & Associates, Inc.

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

### *EXHIBIT A*

Legal Description for a Storm Sewer Easement  
Project No. 24-226  
December 3, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known as part of Medina City Lot (MCL) 9154 as shown by plat recorded in Document Number 2014PL000021 of the Medina County Recorder's Records, also being part of lands conveyed to Bay Holdings, LLC by deed dated October 03, 2024 as recorded in Document Number 2024OR015571 of the Medina County Recorder's Records, further bounded and described as follows:

Commencing at the Southeast corner of MCL 8747 as shown by plat recorded in Document Number 2001PL000128 of the Medina County Recorder's Records, also being a point on the Northern Right-of-Way of Hillview Way, having a 80-foot Right-of-Way;

Thence along the Northern Right-of-Way of Hillview Way along a curve to the right having a radius of 340.00 feet with a central angle (Delta) of  $04^{\circ}23'35''$ , the long chord of which bears South  $59^{\circ}30'16''$  East for a distance of 26.06 feet for an arc length of 26.07 feet to a point thereon;

Thence along a reverse curve to the left having a radius of 260.00 feet with a central angle (Delta) of  $03^{\circ}11'13''$ , the long chord of which bears South  $58^{\circ}54'05''$  East for a distance of 14.46 feet for an arc length of 14.46 feet to a point thereon and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence bearing South  $81^{\circ}19'04''$  East, a distance of 228.15 feet to a point on the Northern Right-of-Way of Hillview Way;

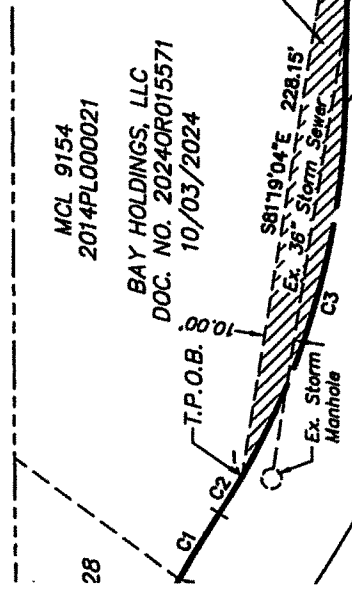
Thence along the Northern Right-of-Way of Hillview Way, bearing North  $89^{\circ}34'50''$  West, a distance of 99.39 feet to a point of curvature therein;

Thence continuing along the Northern Right-of-Way of Hillview Way, along a curve to the right having a radius of 260.00 feet with a central angle (Delta) of  $29^{\circ}05'09''$ , the long chord of which bears North  $75^{\circ}02'16''$  West for a distance of 130.57 feet for an arc length of 131.99 feet to a point thereon and the **TRUE PLACE OF BEGINNING** intending to be a varied with strip of land, containing 0.0541 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in December 2024.

CITY OF MEDINA, COUNTY  
STATE OF OHIO AND BEING  
T OF MEDINA CITY LOT 9154



MCL 9154  
2014PL000021

BAY HOLDINGS, LLC  
DOC. NO. 2024OR015571  
10/03/2024

MCL 9417  
2024PL000012

MEDWICK MARKETPLACE, LLC.  
DOC. NO. 2022OR008478  
04/14/2022



1 ASSUMED MERIDIAN  
NOTE ANGLES ONLY.

# EXHIBIT B

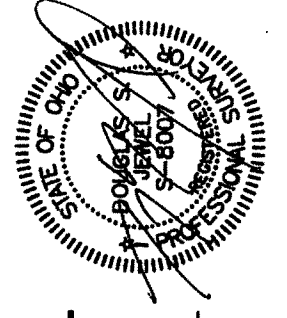
Curve Table				
Curve #	Radius	Delta	Chord Bearing	Arc Length
C1	340.00	4°23'35"	S59°30'16"E	26.07
C2	260.00	3°11'13"	S58°54'05"E	14.46
C3	260.00	29°05'09"	N75°02'16"W	131.99

Line Table		
Line #	Direction	Length
L1	N89°34'50"W	99.39

CUNNINGHAM & ASSOCIATES, INC.  
CIVIL ENGINEERING AND SURVEYING  
208 W. LIBERTY ST. MEDINA, OHIO 43040-3300-735-5980

Part of MCL 9154  
COUNTY OF MEDINA  
CITY OF MEDINA  
LOCATED IN:  
STATE OF OHIO

DRAWN BY: SG  
DATE: 12/03/2024  
PROJECT NO.: 24-236  
ACAD FILE NO.: S-8007  
EXHIBIT: 01



1 / 1  
SHEET NO.

OK - RCA 25-041-2/10

Finance Only

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**

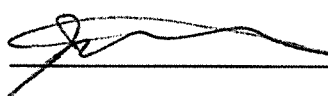
- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 2/4/2025 Department: Parks

Amount: \$20,500.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 104-0301-54411

Vendor: H S H Construction & Excavating Inc. H00235

Department Head/Authorized Signature: 

Item/Description:  
Demolition and restoration of 334 Foundry House  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council Date to Finance: \_\_\_\_\_

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
  - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

PO Box 150  
Wadsworth, OH 44282 US  
dan@hshexcavatinginc.com



WADSWORTH, OH (330) 335 5795

## Estimate

ADDRESS  
City of Medina Parks  
785 E.Washington St  
Medina,  
Medina  
Medina 44256

ESTIMATE 1231  
DATE 07/29/2024

PROJECT  
334 Foundry Demo

	DESCRIPTION	QTY	RATE	AMOUNT
Excavation	Disconnect water and sewer, plug accordingly.	1	2,500.00	2,500.00
Demolition	Demo and haul off 2 story house including basement.	1	15,000.00	15,000.00
Excavation	Backfill basement with fill, seed and straw,	1	3,000.00	3,000.00
TOTAL				<b>\$20,500.00</b>

Accepted By

Accepted Date

**RESOLUTION NO. 224-24**

**A RESOLUTION ACCEPTING A DONATION FROM THE TOM AND JILL LINCOLN FOUNDATION TO BE USED FOR THE PURCHASE OF PROPERTY LOCATED AT 334 FOUNDRY STREET IN MEDINA, OHIO.**

**WHEREAS:** *The Tom and Jill Lincoln Foundation* have graciously donated \$120,500.00 to the City of Medina toward the purchase of property located at 334 Foundry Street, Medina, Ohio.

**WHEREAS:** \$20,500.00 will be applied toward demolition of the house on the property.

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

**SEC. 1:** That Medina City Council, by this Resolution, recognize, commend, and express their sincere thanks and appreciation to *the Tom and Jill Lincoln Foundation* for this recent generous donation.

**SEC. 2:** That a signed copy of this Resolution shall be presented to *the Tom and Jill Lincoln Foundation* in appreciation for their valued services in the public interest of the City of Medina, Ohio.

**PASSED:** December 9, 2024      **SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton      **APPROVED:** December 10, 2024  
Clerk of Council

**SIGNED:** Dennis Hanwell  
Mayor



**REQUEST FOR COUNCIL ACTION**

No. RCA 25 - 042 - 2/10

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: February 6, 2025  
SUBJECT: Carryforward Request

Committee: \_\_\_\_\_

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize the amendment to the 2025 budget for the amount of the 2024 Carryforward. Please see the attached for the amounts of the carryforward.

Estimated Cost: \$13,847,457.40  
Suggested Funding: Please see the attached  
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:

Account	Carryforward Request
<b>Grand Total</b>	<b>13,847,457.40</b>
<b>001 GENERAL FUND</b>	<b>2,230,996.00</b>
<b>0101 POLICE DEPARTMENT</b>	<b>1,547.00</b>
001-0101-53321 POLICE - MAINT OF EQUIP	1,547.00
<b>0140 STREET LIGHTING</b>	<b>54,933.00</b>
001-0140-52212 ST LIGHTING-UTILITIES/COMMUNIC	34,933.00
001-0140-52213 ST LIGHTING-INSURANCE & TAXES	5,000.00
001-0140-53322 ST LIGHTING-MAINT OF FACILITY	15,000.00
<b>0210 CEMETERY</b>	<b>86,512.00</b>
001-0210-52212 CEMETERY - UTILITIES / COMMUNICATIONS	4,000.00
001-0210-52226 CEMETERY - PROFESSIONAL SERVICES	200.00
001-0210-52232 CEMETERY - EQUIPMENT RENTAL	1,000.00
001-0210-53313 CEMETERY - OPERATING SUPPLIES	12,000.00
001-0210-53314 CEMETERY - GASOLINE AND OIL	2,500.00
001-0210-53315 CEMETERY - TOOLS / MINOR EQUIPMENT	2,000.00
001-0210-53322 CEMETERY - MAINT OF FACILITIES	7,000.00
001-0210-54413 CEMETERY - EQUIPMENT	3,812.00
001-0210-54417 CEMETERY - VEHICLES	54,000.00
<b>0410 PLANNING/ZONING COMMISSION</b>	<b>154,033.00</b>
001-0410-50111 P&Z COMM - SALARIES & WAGES	12,000.00
001-0410-50112 P&Z COMM-OVERTIME	1,000.00
001-0410-50114 P&Z COMM - HOLIDAY	3,000.00
001-0410-50115 P&Z COMM - VACATION	4,000.00
001-0410-50116 P&Z COMM - SICK TIME	5,000.00
001-0410-50141 P&Z COMM - BDS & COMMISSIONS	1,000.00
001-0410-51121 P&Z COMM - EMPLOYEE RETIREMENT	3,000.00
001-0410-51124 P&Z COMM-UNEMPLOYMENT COMP	1,500.00
001-0410-51126 P&Z COMM - MEDICARE	2,500.00
001-0410-51127 P&Z COMM - SOCIAL SECURITY / FICA	1,000.00
001-0410-51131 P&Z COMM - UNIFORM ALLOWANCE	1,000.00
001-0410-52211 P&Z COMM - EDUCATION / TRAVEL	4,000.00
001-0410-52212 P&Z COMM - UTIL / COMMUNICATIONS	3,000.00
001-0410-52213 P&Z COMM - INSURANCE AND TAXES	3,000.00
001-0410-52214 P&Z COMM - ADVERTISING EXPENSE	5,000.00
001-0410-52215 P&Z COMM - CONTRACTUAL SERVICES	50,033.00
001-0410-52225 P&Z COMM - LEGAL SERVICES	3,000.00
001-0410-52226 P&Z COMM - PROFESSIONAL SERVICES	36,000.00
001-0410-53311 P&Z COMM - OFFICE SUPPLIES	3,000.00
001-0410-53313 P&Z COMM - OPERATING SUPPLIES	2,000.00
001-0410-53314 P&Z COMM - GASOLINE AND OIL	4,000.00
001-0410-53315 P&Z COMM - TOOLS / MINOR EQUIPMENT	3,000.00
001-0410-53321 P&Z COMM - MAINT OF EQUIPMENT	3,000.00
<b>0420 SHADE TREE COMMISSION</b>	<b>67,009.00</b>
001-0420-50112 SHADE TREE - OVERTIME	5,000.00
001-0420-51131 SHADE TREE - UNIFORM / CLOTHING ALLOWANCE	350.00
001-0420-52211 SHADE TREE - TRAVEL / EDUCATION	1,500.00
001-0420-52212 SHADE TREE - UTILITIES / COMMUNICATIONS	1,200.00
001-0420-52215 SHADE TREE- CONTRACTUAL SVC	10,000.00

001-0420-52226	SHADE TREE - PROF SVCS	200.00
001-0420-52232	SHADE TREE - RENTAL OF EQUIPMENT	1,500.00
001-0420-53313	SHADE TREE - OPERATING SUPPLIES	7,000.00
001-0420-53314	SHADE TREE - GASOLINE / OIL	4,500.00
001-0420-53315	SHADE TREE - TOOLS / MINOR EQUIPMENT	2,000.00
001-0420-53321	SHADE TREE - MAINT OF EQUIPMENT	7,000.00
001-0420-54411	SHADE TREE - LAND IMPROVEMENTS	9,259.00
001-0420-54417	SHADE TREE - VEHICLES	17,500.00
<b>0430</b>	<b>BUILDING INSP DEPARTMENT</b>	<b>381,110.00</b>
001-0430-50111	BLDG - SALARIES & WAGES	83,999.00
001-0430-50112	BLDG - OVERTIME	897.00
001-0430-50114	BLDG - HOLIDAY	2,876.00
001-0430-50115	BLDG - VACATION	17,167.00
001-0430-50116	BLDG - SICK TIME	13,469.00
001-0430-50117	BLDG - LONGEVITY	2,316.00
001-0430-51121	BLDG - EMPLOYEE RETIREMENT	22,117.00
001-0430-51124	BLDG-UNEMPLOYMENT COMPENSATION	1,000.00
001-0430-51126	BLDG - MEDICARE	1,147.00
001-0430-51131	BLDG - UNIFORM / CLOTHING ALLOWANC	2,681.00
001-0430-52211	BLDG - EDUCATION / TRAVEL	6,932.00
001-0430-52212	BLDG - UTILITIES / COMMUNICATIONS	11,165.00
001-0430-52213	BLDG - INSURANCE / TAXES	15,326.00
001-0430-52214	BLDG - ADVERTISING EXPENSES	1,600.00
001-0430-52215	BLDG - CONTRACTUAL SERVICES	23,592.00
001-0430-52226	BLDG - PROF SVCS	10,869.00
001-0430-53311	BLDG - OFFICE SUPPLIES	8,513.00
001-0430-53313	BLDG - OPERATING SUPPLIES	2,296.00
001-0430-53314	BLDG - GASOLINE / OIL	8,600.00
001-0430-53315	BLDG - TOOLS / MINOR EQUIPMENT	87,295.00
001-0430-53321	BLDG - MAINT OF EQUIPMENT	20,271.00
001-0430-54417	BLDG - VEHICLES	34,732.00
001-0430-56612	BLDG - REFUNDS	2,250.00
<b>0701</b>	<b>COUNCIL</b>	<b>41,550.00</b>
001-0701-51129	COUNCIL - MISC PERSONAL SERVICES	2,000.00
001-0701-52211	COUNCIL - EDUCATION / TRAVEL	2,000.00
001-0701-52212	COUNCIL - UTIL / COMMUNICATIONS	1,000.00
001-0701-52214	COUNCIL - ADVERTISING EXPENSES	10,000.00
001-0701-52215	COUNCIL - CONTRACTUAL SVCS	12,550.00
001-0701-53311	COUNCIL - OFFICE SUPPLIES	5,000.00
001-0701-53313	COUNCIL - OPERATING SUPPLIES	1,000.00
001-0701-53315	COUNCIL - TOOLS / MINOR EQUIP	4,000.00
001-0701-53321	COUNCIL - MAINT OF EQUIPMENT	4,000.00
<b>0702</b>	<b>MAYOR</b>	<b>5,000.00</b>
001-0702-50111	MAYOR - SALARIES & WAGES	400.00
001-0702-50114	MAYOR - HOLIDAY	500.00
001-0702-52215	MAYOR-CONTRACTUAL SVCS	1,000.00
001-0702-52226	MAYOR - PROFESSIONAL SVCS	100.00
001-0702-53311	MAYOR - OFFICE SUPPLIES	1,000.00
001-0702-53313	MAYOR - OPERATING SUPPLIES	1,000.00
001-0702-53315	MAYOR - TOOLS / MINOR EQUIPMENT	1,000.00
<b>0703</b>	<b>FINANCE DEPARTMENT</b>	<b>79,579.00</b>

001-0703-50112	FINANCE - OVERTIME	29,479.00
001-0703-50115	FINANCE - VACATION	5,000.00
001-0703-51121	FINANCE - EMPLOYEE RETIREMENT	5,000.00
001-0703-51125	FINANCE - OTH INSURANCE BENEFITS	2,000.00
001-0703-51126	FINANCE - MEDICARE	500.00
001-0703-52211	FINANCE - EDUCATION / TRAVEL	2,000.00
001-0703-52213	FINANCE - INSURANCE / TAXES	500.00
001-0703-52215	FINANCE - CONTRACTUAL SVCS	10,000.00
001-0703-52226	FINANCE - PROFESSIONAL SVCS	100.00
001-0703-53311	FINANCE - OFFICE SUPPLIES	5,000.00
001-0703-53313	FINANCE - OPERATING SUPPLIES	5,000.00
001-0703-53315	FINANCE - TOOLS / MINOR EQUIPMENT	10,000.00
001-0703-53321	FINANCE - MAINT OF EQUIPMENT	5,000.00
<b>0704</b>	<b>LAW DEPARTMENT</b>	<b>89,865.00</b>
001-0704-50111	LAW - SALARIES & WAGES	5,365.00
001-0704-51121	LAW - EMPLOYEE RETIREMENT	5,000.00
001-0704-51126	LAW - MEDICARE	500.00
001-0704-52211	LAW - EDUCATION AND TRAVEL	12,000.00
001-0704-52215	LAW - CONTRACTUAL SERVICES	10,000.00
001-0704-52225	LAW - LEGAL SERVICES	20,000.00
001-0704-52226	LAW - PROFESSIONAL SERVICES	25,000.00
001-0704-53311	LAW - OFFICE SUPPLIES	2,000.00
001-0704-53313	LAW - OPERATING SUPPLIES	2,000.00
001-0704-53321	LAW - MAINT OF EQUIPMENT	8,000.00
<b>0705</b>	<b>MUNICIPAL COURT</b>	<b>442,794.00</b>
001-0705-50111	MUNI CT - SALARIES & WAGES	184,294.00
001-0705-50112	MUNI CT - OVERTIME	9,000.00
001-0705-50114	MUNI CT - HOLIDAY	15,000.00
001-0705-50116	MUNI CT - SICK TIME	5,000.00
001-0705-50117	MUNI CT - LONGEVITY	5,000.00
001-0705-51125	MUNI CT - OTH INSURANCE BENEFITS	1,000.00
001-0705-51129	MUNI CT - MISC PERSONAL SERVICES	1,000.00
001-0705-51131	MUNI CT - UNIFORM / CLOTHING	12,000.00
001-0705-52211	MUNI CT - EDUCATION & TRAVEL	5,000.00
001-0705-52212	MUNI CT - UTILITIES / COMMUNICATIONS	25,000.00
001-0705-52215	MUNI CT - CONTRACTUAL SERVICES	7,000.00
001-0705-52226	MUNI CT - PROFESSIONAL SERVICES	25,000.00
001-0705-52234	MUNI CT - RENTAL OF FACILITIES	500.00
001-0705-53311	MUNI CT - OFFICE SUPPLIES	5,000.00
001-0705-53313	MUNI CT - OPERATING SUPPLIES	12,000.00
001-0705-53314	MUNI CT - GASOLINE AND OIL	3,000.00
001-0705-53315	MUNI CT - TOOLS / MINOR EQUIPMENT	4,000.00
001-0705-53321	MUNI CT - MAINT OF EQUIPMENT	25,000.00
001-0705-53322	MUNI CT - MAINT OF FACILITIES	10,000.00
001-0705-54413	MUNI CT-EQUIPMENT	59,000.00
001-0705-54417	MUNI CT-VEHICLE	30,000.00
<b>0707</b>	<b>GENERAL ADMINISTRATION</b>	<b>121,000.00</b>
001-0707-51123	GEN ADM - WORKERS COMP	1,000.00
001-0707-51129	GEN ADM - MISC PERSONAL SVCS	5,000.00
001-0707-52212	GEN ADM - UTILITY & COMMUNICATIONS	10,000.00
001-0707-52215	GEN ADM-CONTRACTUAL SERVICES	50,000.00

001-0707-52221	GEN ADM-STATE EXAMINERS EXP	5,000.00
001-0707-52226	GEN ADM-PROFESSIONAL SERVICES	10,000.00
001-0707-52232	GEN ADM-RENTAL OF EQUIPMENT	5,000.00
001-0707-52234	GEN ADM-RENTAL OF FACILITIES	5,000.00
001-0707-53315	GEN ADM-TOOLS/MINOR EQUIPMENT	5,000.00
001-0707-53321	GEN ADM-MAINT OF EQUIPMENT	25,000.00
001-0707-54412	GEN ADM-BUILDINGS/STRUCTURES	1,000.00
<b>0708 CASH CONTROL</b>		<b>25,384.00</b>
001-0708-50111	CASH CONTROL - SALARIES & WAGES	7,684.00
001-0708-50116	CASH CONTROL-SICK TIME	1,000.00
001-0708-51121	CASH CONTROL-EMP RETIREMENT	1,000.00
001-0708-51126	CASH CONTROL-MEDICARE	200.00
001-0708-52211	CASH CONTROL-EDUCATION/TRAVEL	500.00
001-0708-52215	CASH CONTROL-CONTRACTUAL SERV	10,000.00
001-0708-53311	CASH CONTROL-OFFICE SUPPLIES	2,000.00
001-0708-53313	CASH CONTROL-OPERAT SUPPLIES	1,000.00
001-0708-53315	CASH CONTROL-TOOLS/MINOR EQUIP	1,000.00
001-0708-53321	CASH CONTROL-MAINT OF EQUIP	1,000.00
<b>0710 CLERK MUNICIPAL COURT</b>		<b>217,845.00</b>
001-0710-50111	MUNI CT CLERK - SALARIES & WAGES	66,545.00
001-0710-50112	MUNI CT CLERK - OVERTIME	5,000.00
001-0710-50114	MUNI CT CLERK - HOLIDAY	10,000.00
001-0710-50115	MUNI CT CLERK-VACATION	5,000.00
001-0710-50116	MUNI CT CLERK-SICK TIME	15,000.00
001-0710-51121	MUNI CT CLERK-EMPLOYEE RETIREMENT	10,000.00
001-0710-51124	MUNI CT CLERK-UNEMPLOYMENT COMPENSAT	800.00
001-0710-51125	MUNI CT CLERK-INSURANCE BENEFITS	600.00
001-0710-51126	MUNI CT CLERK-MEDICARE	1,500.00
001-0710-52215	MUNI CT CLERK-CONTRACTUAL SERVICES	5,000.00
001-0710-52232	MUNI CT CLERK-RENTAL OF EQUIPMENT	8,000.00
001-0710-53311	MUNI CT CLERK-OFFICE SUPPLIES	75,400.00
001-0710-53313	MUNI CT CLERK-OPERATING SUPPLIES	5,000.00
001-0710-53315	MUNI CT CLERK-TOOLS/MINOR EQUIP	5,000.00
001-0710-53321	MUNI CT CLERK-MAINT OF EQUIPMENT	5,000.00
<b>0723 CIVIL SERVICE COMMISSION</b>		<b>13,223.00</b>
001-0723-50111	CSC - SALARIES & WAGES	2,500.00
001-0723-50115	CSC-VACATION	4,000.00
001-0723-52214	CSC-ADVERTISING EXPENSE	3,000.00
001-0723-52215	CSC-CONTRACTUAL SERVICES	2,000.00
001-0723-52226	CSC-PROFESSIONAL SERVICES	1,623.00
001-0723-53313	CSC-OPERATING SUPPLIES	100.00
<b>0741 SERVICE DIRECTOR OFFICE</b>		<b>15,150.00</b>
001-0741-50111	SVC DIR - SALARIES & WAGES	(10,000.00)
001-0741-50116	SVC DIR-SICK TIME	10,850.00
001-0741-52214	SVC DIR-ADVERTISING EXPENSE	1,500.00
001-0741-52215	SVC DIR-CONTRACTUAL SERVICES	3,000.00
001-0741-53313	SVC DIR-OPERATING SUPPLIES	3,000.00
001-0741-53314	SVC DIR-GASOLINE AND OIL	1,500.00
001-0741-53321	SVC DIR-MAINT OF EQUIPMENT	5,000.00
001-0741-53322	SVC DIR-MAINT OF FACILITES	500.00
<b>0742 ENGINEERING</b>		<b>178,314.00</b>

001-0742-50111	ENG - SALARIES & WAGES	94,000.00
001-0742-50112	ENG - OVERTIME	25,000.00
001-0742-50115	ENG-VACATION	15,000.00
001-0742-50116	ENG-SICK TIME	10,000.00
001-0742-51121	ENG-EMPLOYEE RETIREMENT	5,000.00
001-0742-51126	ENG-MEDICARE	1,000.00
001-0742-52234	ENG - RENTAL OF FACILITIES	720.00
001-0742-54417	ENG-VEHICLE	27,594.00
<b>0743</b>	<b>PUBLIC BUILDING MAINTENANCE</b>	<b>174,073.00</b>
001-0743-50111	PBLC BLDG - SALARIES & WAGES	20,000.00
001-0743-50112	PBLC BLDG - OVERTIME	10,000.00
001-0743-51121	PBLC BLDG-EMPL RETIREMENT	10,000.00
001-0743-51126	PBLC BLDG-MEDICARE	1,000.00
001-0743-51131	PBLC BLDG-UNIFORM/CLOTHING	1,500.00
001-0743-52215	PBLC BLDG-CONTRACTUAL SERVICES	10,000.00
001-0743-53311	PBLC BLDG-OFFICE SUPPLIES	500.00
001-0743-53313	PBLC BLDG-OPERATING SUPPLIES	5,000.00
001-0743-53315	PBLC BLDG-TOOLS/MINOR EQUIP	6,073.00
001-0743-53321	PBLC BLDG-MAINT OF EQUIPMENT	10,000.00
001-0743-53322	PBLC BLDG-MAINT OF FACILITIES	100,000.00
<b>0748</b>	<b>ECONOMIC DEVELOPMENT</b>	<b>81,075.00</b>
001-0748-50111	ECON DEV - SALARIES & WAGES	25,000.00
001-0748-50112	ECON DEV - OVERTIME	1,000.00
001-0748-50117	ECON DEV-LONGEVITY	162.00
001-0748-51121	ECON DEV-EMPLOYEE RETIREMENT	5,000.00
001-0748-51126	ECON DEV-MEDICARE	200.00
001-0748-51129	ECON DEV-MISC PERSONAL SERVICE	3,000.00
001-0748-52211	ECON DEV-EDUCATION/TRAVEL	8,000.00
001-0748-52212	ECON DEV-UTILITIES/COMMUNICAT	500.00
001-0748-52215	ECON DEV-CONTRACTUAL SERVICES	23,123.00
001-0748-52225	ECON DEV-LEGAL SERVICES	10,000.00
001-0748-52226	ECON DEV-PROFESSIONAL SERVICE	100.00
001-0748-53311	ECON DEV-OFFICE SUPPLIES	500.00
001-0748-53313	ECON DEV-OPERATING SUPPLIES	1,000.00
001-0748-53315	ECON DEV-TOOLS/MINOR EQUIP	2,490.00
001-0748-53321	ECON DEV-MAINT OF EQUIPMENT	1,000.00
<b>102</b>	<b>STREET M&amp;R FUND</b>	<b>814,878.00</b>
<b>0145</b>	<b>TRAFFIC CONTROL</b>	<b>76,962.00</b>
102-0145-52215	TRAFFIC CONT-CONTRACTUAL SERV	2,500.00
102-0145-53313	TRAFFIC CONT-OPERATING SUPPLIES	25,000.00
102-0145-53315	TRAFFIC CONT-TOOLS/MINOR EQUIP	20,000.00
102-0145-53321	TRAFFIC CONT-MAINT OF EQUIP	29,462.00
<b>0190</b>	<b>WEIGH STATION</b>	<b>4,182.00</b>
102-0190-52212	WEIGH STATION-UTILITIES/COMMUNICATIONS	3,182.00
102-0190-52215	WEIGH STATION-CONTRACTUAL SVCS	1,000.00
<b>0545</b>	<b>LEAF COLLECTION</b>	<b>116,519.00</b>
102-0545-50111	LEAF PRGM - SALARIES & WAGES	30,019.00
102-0545-50112	LEAF PRGM - OVERTIME	20,000.00
102-0545-51121	LEAF PRGM-EMPLOYEE RETIREMENT	5,000.00
102-0545-51126	LEAF PRGM-MEDICARE	500.00
102-0545-53314	LEAF PRGM-GASOLINE & OIL	1,000.00

102-0545-53315	LEAF PRGM-TOOLS/MINOR EQUIP	10,000.00
102-0545-53321	LEAF PRGM-MAINT OF EQUIPMENT	50,000.00
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>145,796.00</b>
102-0610-50112	ST REPAIR - OVERTIME	5,000.00
102-0610-51121	ST REPAIR-EMP RETIREMENT	2,000.00
102-0610-51126	ST REPAIR-MEDICARE	500.00
102-0610-51131	ST REPAIR-UNIFORM/CLOTHING	5,000.00
102-0610-52211	ST REPAIR-EDUCATION/TRAVEL	1,000.00
102-0610-52212	ST REPAIR-UTILITIES/COMMUNICATION	2,000.00
102-0610-52213	ST REPAIR-INSURANCE/TAXES	10,000.00
102-0610-52215	ST REPAIR-CONTRACTUAL SERVICES	1,000.00
102-0610-52232	ST REPAIR-RENTAL OF EQUIPMENT	3,000.00
102-0610-53311	ST REPAIR-OFFICE SUPPLIES	1,500.00
102-0610-53313	ST REPAIR-OPERATING SUPPLIES	55,000.00
102-0610-53315	ST REPAIR-TOOLS/MINOR EQUIP	35,000.00
102-0610-53321	ST REPAIR-MAINT OF EQUIPMENT	24,796.00
<b>0615</b>	<b>STREET CLEANING</b>	<b>312,239.00</b>
102-0615-50111	ST CLEANING - SALARIES & WAGES	10,739.00
102-0615-50112	ST CLEANING - OVERTIME	15,000.00
102-0615-51121	ST CLEANING-EMP RETIREMENT	5,000.00
102-0615-51126	ST CLEANING-MEDICARE	500.00
102-0615-52215	ST CLEANING-CONTRACTUAL SVC	20,000.00
102-0615-53312	ST CLEANING-CHEMICALS	90,000.00
102-0615-53313	ST CLEANING-OPERATING SUPPLIES	20,000.00
102-0615-53314	ST CLEANING-GASOLINE AND OIL	1,000.00
102-0615-53315	ST CLEANING-TOOLS/MINOR EQUIP	50,000.00
102-0615-53321	ST CLEANING-MAINT OF EQUIPMENT	100,000.00
<b>0620</b>	<b>STORM SEWER MAINTENANCE</b>	<b>159,180.00</b>
102-0620-53313	STRM SWR-OPERATING SUPPLIES	60,000.00
102-0620-53315	STRM SWR-TOOLS/MINOR EQUIPMENT	40,000.00
102-0620-53319	STRM SWR - STRM SWR MAINTENANCE	50,000.00
102-0620-53321	STRM SWR-MAINT OF EQUIPMENT	9,180.00
<b>103</b>	<b>STATE HIGHWAY FUND</b>	<b>13,868.00</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>13,868.00</b>
103-0610-50111	ST HWY - SALARIES & WAGES	13,868.00
<b>104</b>	<b>PARKS &amp; RECREATION FUND</b>	<b>675,539.00</b>
<b>0301</b>	<b>PARK MAINTENANCE</b>	<b>436,011.00</b>
104-0301-50112	PK MAINT - OVERTIME	10,000.00
104-0301-51131	PK MAINT-UNIFORM/CLOTHING	2,000.00
104-0301-52212	PK MAINT-UTILIT/COMMUNICATIONS	10,000.00
104-0301-52215	PK MAINT-CONTRACTUAL SERVICES	10,000.00
104-0301-52224	PK MAINT-ENGINEERING SERVICES	4,000.00
104-0301-52226	PK MAINT-PROFESSIONAL SERVICES	5,000.00
104-0301-52232	PK MAINT-RENTAL OF EQUIPMENT	3,000.00
104-0301-52234	PK MAINT-RENTAL OF FACILITIES	10,000.00
104-0301-53315	PK MAINT-TOOLS & MINOR EQUIP	10,000.00
104-0301-53321	PK MAINT-MAINT OF EQUIPMENT	5,000.00
104-0301-53322	PK MAINT-MAINT OF FACILITIES	10,000.00
104-0301-54411	PK MAINT-LAND IMPROVEMENTS	120,500.00
104-0301-54412	PK MAINT-BLDGS & STRUCTURES	146,511.00
104-0301-54413	PK MAINT-EQUIPMENT	30,000.00

104-0301-54417	PK MAINT-VEHICLES	60,000.00
<b>0303</b>	<b>MUNICIPAL POOL</b>	<b>54,269.00</b>
104-0303-50112	SPLASHPADS- OVERTIME	1,000.00
104-0303-52212	SPLASHPADS - UTILITIES/COMMUNICATIONS	500.00
104-0303-52215	SPLASHPADS - CONTRACTUAL SERVICES	10,000.00
104-0303-53312	SPLASHPADS - CHEMICALS	4,000.00
104-0303-53313	SPLASHPADS - OPERATING SUPPLIES	2,000.00
104-0303-53315	SPLASHPADS - TOOLS/MINOR EQUIPMENT	500.00
104-0303-53321	SPLASHPADS - MAINT OF EQUIPMENT	7,000.00
104-0303-53322	SPLASHPADS - MAINT OF FACILITIES	29,269.00
<b>0305</b>	<b>UPTOWN PARK MAINTENANCE</b>	<b>102,261.00</b>
104-0305-50111	UPTOWN PK - SALARIES & WAGES	3,261.00
104-0305-50112	UPTOWN PK - OVERTIME	4,000.00
104-0305-52215	UPTOWN PK-CONTRACTUAL SERVICES	30,000.00
104-0305-53313	UPTOWN PK-OPERATING SUPPLIES	5,000.00
104-0305-53322	UPTOWN PK-MAINT OF FACILITIES	60,000.00
<b>0309</b>	<b>SPORT FIELD MAINTENANCE</b>	<b>82,998.00</b>
104-0309-52212	SPORT FIELD MAINT-UTILITIES/COMMUNICAT	10,000.00
104-0309-52215	SPORT FIELD MAINT-CONTRACTUAL SERVICES	5,000.00
104-0309-52232	SPORT FIELD MAINT-RENTAL EQUIPMENT	1,000.00
104-0309-53315	SPORT FIELD MAINT-TOOLS/MINOR EQUIPMENT	15,000.00
104-0309-53322	SPORT FIELD MAINT-MAINT OF FACILITIES	30,000.00
104-0309-54413	FIELD MAINT-EQUIPMENT	21,998.00
<b>105</b>	<b>LOCAL LICENSE FEE FUND</b>	<b>1,248,887.00</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>1,248,887.00</b>
105-0610-52213	LOCAL LICENSE-INSURANCE/TAXES	5,000.00
105-0610-54413	LOCAL LICENSE-EQUIPMENT	843,887.00
105-0610-54417	LOCAL LICENSE-VEHICLES	400,000.00
<b>106</b>	<b>POLICE SPECIAL FUND</b>	<b>1,570,803.00</b>
<b>0101</b>	<b>POLICE DEPARTMENT</b>	<b>1,009,865.00</b>
106-0101-50111	POLICE - SALARIES & WAGES	300,000.00
106-0101-50112	POLICE - OVERTIME	20,000.00
106-0101-50114	POLICE - HOLIDAY	30,000.00
106-0101-50115	POLICE-VACATION	45,000.00
106-0101-50116	POLICE-SICK TIME	30,000.00
106-0101-50117	POLICE-LONGEVITY	5,000.00
106-0101-50118	POLICE-SHIFT PREMIUM	5,000.00
106-0101-51121	POLICE-EMPLOYEE RETIREMENT	3,000.00
106-0101-51126	POLICE-MEDICARE	5,000.00
106-0101-52211	POLICE-EDUCATION/TRAVEL	30,000.00
106-0101-52212	POLICE-UTILITIES/COMMUNICATIONS	65,000.00
106-0101-52215	POLICE-CONTRACTUAL SERVICES	50,000.00
106-0101-52226	POLICE-PROFESSIONAL SERVICES	20,000.00
106-0101-53314	POLICE-GASOLINE/OIL	25,000.00
106-0101-53315	POLICE-TOOLS/MINOR EQUIPMENT	30,000.00
106-0101-53321	POLICE-MAINT OF EQUIPMENT	25,969.81
106-0101-53322	POLICE-MAINT OF FACILITIES	10,000.00
106-0101-54413	POLICE-EQUIPMENT	202,230.22
106-0101-54417	POLICE-VEHICLES	108,664.97
<b>0102</b>	<b>POLICE COMMUNICATIONS</b>	<b>553,986.00</b>
106-0102-50111	MPD COMM CTR - SALARIES & WAGES	87,319.96



106-0102-50112	MPD COMM CTR - OVERTIME	65,604.83
106-0102-50114	MPD COMM CTR - HOLIDAY TIME	5,000.00
106-0102-50115	MPD COMM CTR-VACATION	7,000.00
106-0102-50116	MPD COMM CTR-SICK TIME	15,000.00
106-0102-50117	MPD COMM CTR-LONGEVITY	3,000.00
106-0102-51121	MPD COMM CT-EMPLOYEE RETIREMENT	10,000.00
106-0102-51124	MPD COMM CTR-UNEMPLOYMENT	27.40
106-0102-51126	MPD COMM CTR-MEDICARE	10,000.00
106-0102-52211	MPD COMM CTR-EDUCATION/TRAVEL	6,264.00
106-0102-52213	MPD COMM CTR-INS/TAXES	12,899.00
106-0102-52215	MPD COMM CTR-CONTRACTURAL SVCS	14,090.14
106-0102-52226	MPD COMM CTR-PROF SVCS	7,400.00
106-0102-53315	MPD COMM CTR-TOOLS/MINOR EQP	4,690.00
106-0102-53321	MPD COMM CTR-MAINT OF EQUIP	5,690.67
106-0102-54413	MPD COMM CTR-EQUIPMENT	300,000.00
<b>0103</b>	<b>SPECIAL POLICE UNIT</b>	<b>6,952.00</b>
106-0103-51131	SPEC POL-UNIFORM/CLOTHING ALLOWANCE	4,952.00
106-0103-52211	SPEC POL-EDUCATION & TRAVEL	1,000.00
106-0103-52213	SPEC POL-INSURANCE/TAXES	1,000.00
<b>107</b>	<b>FIRE SPECIAL FUND</b>	<b>425,106.00</b>
<b>0110</b>	<b>FIRE DEPARTMENT</b>	<b>425,106.00</b>
107-0110-50111	FIRE - SALARIES & WAGES	220,000.00
107-0110-50112	FIRE - OVERTIME	20,000.00
107-0110-50114	FIRE - HOLIDAY	2,000.00
107-0110-50115	FIRE-VACATION	2,500.00
107-0110-51121	FIRE-EMPLOYEE RETIREMENT	(35,000.00)
107-0110-51125	FIRE-OTHER INSURANCE BENEFITS	3,500.00
107-0110-51126	FIRE-MEDICARE	1,500.00
107-0110-51127	FIRE-SOCIAL SECURITY/FICA	35,000.00
107-0110-51129	FIRE-MISC PERSONAL SERVICES	500.00
107-0110-51131	FIRE-UNIFORM/CLOTHING ALLOW	4,548.96
107-0110-52211	FIRE-EDUCATION/TRAVEL	5,000.00
107-0110-52212	FIRE-UTILITIES/COMMUNICATIONS	6,000.00
107-0110-52215	FIRE-CONTRACTURAL SERVICES	5,000.00
107-0110-52226	FIRE-PROFESSIONAL SERVICES	28,000.00
107-0110-53311	FIRE-OFFICE SUPPLIES	2,000.00
107-0110-53313	FIRE-OPERATING SUPPLIES	55,000.00
107-0110-53314	FIRE-GASOLINE/OIL	1,000.00
107-0110-53315	FIRE-TOOLS/MINOR EQUIPMENT	15,000.00
107-0110-53321	FIRE-MAINT OF EQUIPMENT	48,000.00
107-0110-53322	FIRE-MAINT OF FACILITIES	5,557.04
<b>108</b>	<b>STORMWATER/STREET FUND</b>	<b>1,353,490.88</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>1,348,463.00</b>
108-0610-52214	ST REPAIR-ADVERTISING EXPENSE	10,000.00
108-0610-52215	ST REPAIR-CONTRACTUAL SVC	20,000.00
108-0610-52226	ST REPAIR-PROFESSIONAL SVCS	20,000.00
108-0610-53311	ST REPAIR-OFFICE SUPPLIES	1,000.00
108-0610-53321	ST REPAIR - MAINT OF EQUIPMENT	50,000.00
108-0610-54411	ST REPAIR-LAND/IMPROVEMENTS	247,463.00
108-0610-54414	ST REPAIR-ST RESURFACE/BRIDGES	1,000,000.00
<b>0668</b>	<b>GENERAL-ST/STRM SEWER</b>	<b>4,198.00</b>

108-0668-52215	ST/STRM SEWER-CONTRACT SVCS	2,000.00
108-0668-54411	GEN-ST/STRM SEWER-LAND/IMPROVEMENTS	2,198.00
<b>0676</b>	<b>CMAQ-SIGNAL PROJECT</b>	<b>829.88</b>
108-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID 112	829.88
<b>109</b>	<b>GRANTS FUND</b>	<b>180,340.80</b>
<b>0631</b>	<b>CITY HALL WORKOUT ROOM</b>	<b>618.59</b>
109-0631-53315	CITY HALL WORK OUT ROOM - TOOLS / MINOR EQU	618.59
<b>0705</b>	<b>MUNICIPAL COURT</b>	<b>146,287.15</b>
109-0705-50111	PROB SUPER - SALARIES & WAGES	85,452.45
109-0705-50112	PROB SUPER - OVERTIME	1,000.00
109-0705-50114	PROB SUPER - HOLIDAY TIME	2,000.00
109-0705-50115	PROB SUPER-VACATION TIME	1,500.00
109-0705-50116	PROB SUPER-SICK TIME	5,000.00
109-0705-50117	PROB SUPER-LONGEVITY	1,180.00
109-0705-51121	PROB SUPER-EMPLOYEE RETIREMNT	7,000.00
109-0705-51122	PROB SUPER-HOSPITALIZATION	13,000.00
109-0705-51123	PROB SUPER-WORKERS COMPENSAT	500.00
109-0705-51126	PROB SUPER-MEDICARE	1,000.00
109-0705-51131	PROB SUPER - UNIFORM / CLOTHING	11,244.00
109-0705-52211	PROB SUPER-EDUCATION/TRAVEL	2,309.10
109-0705-53315	PROB SUPER-TOOLS/EQUIPMENT	15,101.60
<b>0755</b>	<b>JRIG</b>	<b>(30.00)</b>
109-0755-51123	JRIG-WORKERS COMP	(30.00)
<b>0757</b>	<b>SPECIALIZED DOCKET - VETERANS GRANT</b>	<b>33,465.06</b>
109-0757-50111	VETERANS COURT - SALARIES & WAGES	7,015.06
109-0757-50114	VETERANS COURT - HOLIDAY	1,300.00
109-0757-50115	VETERANS COURT - VACATION	1,750.00
109-0757-50116	VETERANS COURT - SICK	500.00
109-0757-51121	VETERANS COURT - EMPLOYEE RETIREMENT	3,000.00
109-0757-51122	VETERANS COURT - EMPLOYEE HOSPITALIZATION	5,000.00
109-0757-51123	VETERANS COURT - WORKERS COMPENSATION	100.00
109-0757-51126	VETERANS COURT - MEDICARE	300.00
109-0757-51129	VETERANS COURT - PERSONAL SERVICES	2,500.00
109-0757-52226	VETERANS COURT - PROFESSIONAL SVCS	12,000.00
<b>115</b>	<b>CNTY LOCAL LICENSE FEE FUND</b>	<b>230,487.00</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>230,487.00</b>
115-0610-53313	ST REPAIR-OPERATING SUPPLIES	80,487.00
115-0610-53315	ST REPAIR-TOOLS/MINOR EQUIP	75,000.00
115-0610-53321	ST REPAIR-MAINT OF EQUIPMENT	75,000.00
<b>125</b>	<b>CDBG ALLOCATION-CFDA 14.228</b>	<b>57,253.96</b>
<b>0452</b>	<b>23 CDBG ALLOCATION GRANT</b>	<b>57,253.96</b>
125-0452-50111	SALARIES / WAGES - PY23 ALLOCATION	14,253.96
125-0452-51121	EMPLOYEE RETIREMENT - PY23 ALLOCATION	1,500.00
125-0452-51126	MEDICARE - PY23 ALLOCATION	200.00
125-0452-52211	EDUCATION/TRAVEL - PY23 ALLOCATION	300.00
125-0452-52215	CONTRACTUAL SVCS - PY23 ALLOCATION	41,000.00
<b>126</b>	<b>POLICE &amp; FIRE DISABILITY/PENS</b>	<b>3,500.00</b>
<b>0120</b>	<b>POLICE PENSION</b>	<b>3,500.00</b>
126-0120-52213	POL PENS-INSURANCE AND TAXES	3,500.00
<b>127</b>	<b>CHIP GRANTS</b>	<b>30,000.00</b>
<b>0463</b>	<b>PY23 CHIP-LAP</b>	<b>30,000.00</b>

127-0463-52215	CONTRACTUAL SVCS - PY23 CHIP-LAP	30,000.00
<b>135</b>	<b>EMERGENCY MEDICAL SVC FUND</b>	<b>9,442.00</b>
0130	EMERGENCY MEDICAL SERVICE	9,442.00
135-0130-52215	EMS-CONTRACTUAL SERVICES	9,442.00
<b>137</b>	<b>CHIP REVOLVING LOAN FUND</b>	<b>1,106.21</b>
0406	CHIP RLF	1,106.21
137-0406-52215	CONTRACTUAL SVCS-CHIP RLF	1,106.21
<b>138</b>	<b>CDBG-CHIP CFDA 14.228</b>	<b>484.55</b>
0462	PY22 CDBG AND OHTF STATE GRANT	484.55
138-0462-50111	SALARIES & WAGES - PY22 CDBG - CHIP	65.50
138-0462-51121	EMPLOYEE RETIREMENT - PY22 CDBG - CHIP	44.70
138-0462-51123	WORKERS COMP - PY22 CDBG - CHIP	100.00
138-0462-51126	MEDICARE - PY22 CDBG - CHIP	76.78
138-0462-52215	CONTRACTUAL SVCS - PY22 CDBG - CHIP	187.00
138-0462-53311	OFFICE SUPPLIES - PY22 CDBG - CHIP	10.57
<b>139</b>	<b>HOME-CHIP CFDA 14.239</b>	<b>5,920.00</b>
0462	PY22 CDBG AND OHTF STATE GRANT	5,920.00
139-0462-52215	CONTRACTUAL SVCS - PY22 HOME - CHIP	5,920.00
<b>143</b>	<b>ECON DEV-INCOME TAX</b>	<b>81,262.00</b>
0748	ECONOMIC DEVELOPMENT	81,262.00
143-0748-50111	ECON DEV - SALARIES AND WAGES	10,000.00
143-0748-50115	ECON DEV - VACATION	662.00
143-0748-51121	ECON DEV - EMPLOYEE RETIREMENT	1,000.00
143-0748-51126	ECON DEV - MEDICARE	100.00
143-0748-52211	ECON DEV-EDUCATION/TRAVEL	2,000.00
143-0748-52214	ECON DEV-ADVERTISING	30,000.00
143-0748-52215	ECON DEV-CONTRACTUAL SVCS	30,000.00
143-0748-52225	ECON DEV-LEGAL SERVICES	2,000.00
143-0748-53311	ECON DEV - OFFICE SUPPLIES	500.00
143-0748-53321	ECON DEV - MAINT OF EQUIP	5,000.00
<b>144</b>	<b>CABLE TV FUND</b>	<b>274,874.00</b>
0730	CABLE TV	274,874.00
144-0730-50111	CABLE TV - SALARIES & WAGES	5,000.00
144-0730-50112	CABLE TV - OVERTIME	25,000.00
144-0730-50114	CABLE TV - HOLIDAY TIME	1,674.00
144-0730-50115	CABLE TV-VACATION TIME	10,000.00
144-0730-50116	CABLE TV-SICK TIME	3,000.00
144-0730-50117	CABLE TV-LONGEVITY	4,000.00
144-0730-51121	CABLE TV-EMPLOYEE RETIREMENT	500.00
144-0730-51126	CABLE TV-MEDICARE	500.00
144-0730-52211	CABLE TV-EDUCATION & TRAVEL	1,000.00
144-0730-52212	CABLE TV-UTILITIES/COMMUNICATIONS	3,000.00
144-0730-52213	CABLE TV-INSURANCE AND TAXES	5,000.00
144-0730-52214	CABLE TV-LEGAL ADVERTISING	500.00
144-0730-52215	CABLE TV-CONTRACTUAL SERVICES	10,000.00
144-0730-52226	CABLE TV-PROFESSIONAL SERVICES	500.00
144-0730-53311	CABLE TV-OFFICE SUPPLIES	15,000.00
144-0730-53313	CABLE TV-OPERATING SUPPLIES	72,000.00
144-0730-53314	CABLE TV-GASOLINE AND OIL	200.00
144-0730-53315	CABLE TV-TOOLS & EQUIPMENT	60,000.00
144-0730-53321	CABLE TV - MAINTENANCE OF EQUIPMENT	8,000.00

144-0730-54413 CABLE TV-EQUIPMENT	50,000.00
<b>145 RAILROAD RENOVATION FUND</b>	<b>88,461.00</b>
0630 RAILROAD RENOVATION	88,461.00
145-0630-52212 R/R-UTILITY & COMMUNICATIONS	5,000.00
145-0630-54411 R/R-LAND IMPROVEMENTS	83,461.00
<b>147 FEDERAL AIRPORT GRANT FUND</b>	<b>150,000.00</b>
0659 FY15-20 AIRPORT	150,000.00
147-0659-56615 FY20 FY25 FY30 AIRPORT - ADVANCE OUT	150,000.00
<b>151 FED EQUITABLE SHARING PROG CFD</b>	<b>877.00</b>
0101 POLICE DEPARTMENT	877.00
151-0101-53313 OPERATING - FED EQUITABLE SHARING	877.00
<b>152 POLICE TRAINING FUND</b>	<b>42,717.00</b>
0101 POLICE DEPARTMENT	42,717.00
152-0101-52211 EDUCATION-POLICE OPOTA TRAINING	42,717.00
<b>157 PRE-TRIAL DRUG TESTING</b>	<b>8,750.00</b>
0705 MUNICIPAL COURT	8,750.00
157-0705-52226 PRE-TRIAL DRUG TESTING - PROFESSIONAL SERV	6,750.00
157-0705-53313 PRE-TRIAL DRUG TESTING - OPERATING SUPPLIES	1,000.00
157-0705-53321 PRE-TRIAL DRUG TESTING - MAINT OF EQUIPMENT	1,000.00
<b>159 PRESENTENCE INVESTIGATIONS FEE</b>	<b>6,500.00</b>
0705 MUNICIPAL COURT	6,500.00
159-0705-52226 PRESENTENCE INVESTIGATIONS - PROFESSIONAL	500.00
159-0705-53313 PRESENTENCE INVESTIGATIONS - OPERATING SUP	500.00
159-0705-53315 PRESENTENCE INVESTIGATIONS - TOOLS / MINOR	500.00
159-0705-53321 PRESENTENCE INVESTIGATIONS - MAINT OF EQUIP	5,000.00
<b>160 COMPUTER LEGAL RESEARCH FUND</b>	<b>28,407.00</b>
0705 MUNICIPAL COURT	28,407.00
160-0705-50111 MUNI CT - SALARIES & WAGES	9,407.00
160-0705-50114 MUNI CT - HOLIDAY	1,000.00
160-0705-50115 MUNI CT-VACATION	1,000.00
160-0705-50116 MUNI CT-SICK TIME	1,000.00
160-0705-51121 MUNI CT-EMPLOYEE RETIREMENT	5,000.00
160-0705-51126 MUNI CT-MEDICARE	1,000.00
160-0705-53315 MUNI CT-TOOLS/MINOR EQUIPMENT	10,000.00
<b>161 MUNI CT PROBATION FUND</b>	<b>10,000.00</b>
0705 MUNICIPAL COURT	10,000.00
161-0705-51131 PROBATION SVC - UNIFORM / CLOTHING	5,000.00
161-0705-53321 PROBATION SVC-MAINT OF EQUIPMENT	5,000.00
<b>167 COURT CLERK COMPUTER FUND</b>	<b>30,181.00</b>
0705 MUNICIPAL COURT	30,181.00
167-0705-52215 CT CLERK COMPUTER-CONTRACTUAL SERVICES	5,181.00
167-0705-53321 CT CLERK COMPUTER-MAINT/EQUIPMENT	25,000.00
<b>168 CASE MGMT SYSTEM &amp; SUPPORT FEE</b>	<b>19,868.00</b>
0705 MUNICIPAL COURT	19,868.00
168-0705-52215 CASE MGT SYSTEM-CONTRACTUAL SVC	(25,000.00)
168-0705-52226 CASE MGT-PROFESSIONAL SVCS	15,000.00
168-0705-53315 CASE MGT SYSTEM - TOOLS / MINOR EQUIP	21,868.00
168-0705-53321 CASE MGT - MAINT OF EQUIP	8,000.00
<b>169 COURT SPECIAL PROJECTS</b>	<b>23,000.00</b>
0705 MUNICIPAL COURT	23,000.00
169-0705-52213 CT SPEC PROJ-INSURANCE/TAXES	8,000.00

169-0705-52215	CT SPEC PROJ-CONTRACTUAL	15,000.00
<b>388</b>	<b>COMPUTER/ELECTRONIC TECHNOLOGY</b>	<b>71,707.00</b>
<b>0714</b>	<b>COMPUTER/ELECTRONIC TECHNOLOGY</b>	<b>71,707.00</b>
388-0714-52212	COMPUTER CAP-UTILITIES/COMMUNICATIONS	5,000.00
388-0714-52214	COMPUTER CAP - ADVERTISING EXP	5,000.00
388-0714-52226	COMPUTER CAP / PROFESSIONAL SVCS	35,000.00
388-0714-53311	COMPUTER CAP-OFC SUPPLIES	500.00
388-0714-53313	COMPUTER CAP-OPER SUPPLIES	500.00
388-0714-53315	COMPUTER CAP-TOOLS/MINOR EQUIPMENT	65,707.00
388-0714-53321	COMPUTER CAP-EQUIP MAINT	75,000.00
388-0714-54413	COMPUTER CAP-EQUIPMENT	(115,000.00)
<b>389</b>	<b>UNANTICIPATED CAP CONTINGENCY</b>	<b>52,221.00</b>
<b>0301</b>	<b>PARK MAINTENANCE</b>	<b>52,221.00</b>
389-0301-54412	BLDGS / STRUCTURES - UNANTICIPATED CAP	52,221.00
<b>513</b>	<b>WATER FUND</b>	<b>3,140,276.00</b>
<b>0531</b>	<b>WATER OFFICE</b>	<b>66,779.00</b>
513-0531-50111	WTR OFFICE - SALARIES & WAGES	16,279.00
513-0531-50115	WTR OFFICE-VACATION	1,000.00
513-0531-50116	WTR OFFICE-SICK TIME	1,000.00
513-0531-51121	WTR OFFICE-EMP RETIREMENT	1,000.00
513-0531-51126	WTR OFFICE-MEDICARE	500.00
513-0531-52212	WTR OFFICE-UTILITIES/COMMUNICA	500.00
513-0531-52213	WTR OFFICE-INSURANCE & TAXES	1,000.00
513-0531-52215	WTR OFFICE-CONTRACTUAL SERVICE	5,000.00
513-0531-53311	WTR OFFICE-OFFICE SUPPLIES	500.00
513-0531-53313	WTR OFFICE-OPERATING SUPPLIES	5,000.00
513-0531-53315	WTR OFFICE-TOOLS/MINOR EQUIP	15,000.00
513-0531-53321	WTR OFFICE-MAINT OF EQUIPMENT	20,000.00
<b>0533</b>	<b>WATER TREATMENT PLANT</b>	<b>3,000,287.00</b>
513-0533-50111	WTP - SALARIES & WAGES	75,000.00
513-0533-50112	WTP - OVERTIME	75,000.00
513-0533-51121	WTP-EMP RETIREMENT	5,000.00
513-0533-51126	WTP-MEDICARE	500.00
513-0533-51129	WTP - MISC PERSONAL SERVICES	1,000.00
513-0533-51131	WTP-UNIFORM/CLOTHING	1,000.00
513-0533-52213	WTP-INSURANCE & TAXES	20,000.00
513-0533-52214	WTP-ADVERTISING	500.00
513-0533-52215	WTP-CONTRACTUAL SERVICES	125,000.00
513-0533-52224	WTP-ENGINEERING SERVICES	5,000.00
513-0533-52226	WTP-PROFESSIONAL SERVICES	500.00
513-0533-52232	WTP-EQUIPMENT RENTAL	10,000.00
513-0533-53312	WTP-CHEMICALS	8,000.00
513-0533-53313	WTP-OPERATING SUPPLIES	150,000.00
513-0533-53314	WTP-GASOLINE & OIL	20,000.00
513-0533-53315	WTP-TOOLS/MINOR EQUIPMENT	70,000.00
513-0533-53321	WTP-MAINT OF EQUIPMENT	75,000.00
513-0533-53322	WTP-MAINT OF FACILITIES	50,000.00
513-0533-54412	WTP-BLDGS & STRUCTURES	1,750,000.00
513-0533-54413	WTP-EQUIPMENT	75,000.00
513-0533-54414	WTR-STREET RESURFACING	75,000.00
513-0533-54417	WTP-VEHICLES	300,000.00

513-0533-54418	WTP-WATER SYSTEM/LINES	108,787.00
<b>0708</b>	<b>CASH CONTROL</b>	<b>73,210.00</b>
513-0708-50112	UTIL BILLING - OVERTIME	500.00
513-0708-50116	UTIL BILLING-SICK TIME	5,000.00
513-0708-51121	UTIL BILLING-EMP RETIREMENT	2,000.00
513-0708-51126	UTIL BILLING-MEDICARE	500.00
513-0708-52211	UTIL BILLING-EDUCATION/TRAVEL	5,000.00
513-0708-52212	UTIL BILLING-UTIL/COMMUNICATIONS	500.00
513-0708-52213	UTIL BILLING-INSURANCE/TAXES	500.00
513-0708-52215	UTIL BILLING-CONTRACTUAL SERVICES	35,000.00
513-0708-53311	UTIL BILLING-OFFICE SUPPLIES	18,710.00
513-0708-53313	UTIL BILLING-OPERATING SUPPLIES	500.00
513-0708-53321	UTIL BILLING-MAINT EQUIPMENT	5,000.00
514-0541-50112	SAN OFFICE-OVERTIME	250.00
514-0541-52213	SAN OFFICE-INSURANCE/TAXES	(250.00)
514-0708-52215	UTIL BILLING-CONTRACTUAL SVC	15,000.00
514-0708-53311	UTIL BILLING-OFFICE SUPPLIES	(15,000.00)
<b>546</b>	<b>WATER CAP IMPROVEMENT FUND</b>	<b>4,416.00</b>
<b>0530</b>	<b>WATER CAPITAL IMPROVEMENT</b>	<b>4,416.00</b>
546-0530-55511	PRINCIPAL PMT-WTR CAP	4,416.00
<b>547</b>	<b>AIRPORT</b>	<b>142,817.00</b>
<b>0650</b>	<b>MUNICIPAL AIRPORT</b>	<b>127,817.00</b>
547-0650-50111	AIRPORT-SALARIES/WAGES	10,000.00
547-0650-51121	AIRPORT-EMPLOYEE RETIREMENT	1,500.00
547-0650-51126	AIRPORT-MEDICARE	100.00
547-0650-52214	AIRPORT-ADVERTISING	1,000.00
547-0650-52215	AIRPORT-CONTRACTUAL SVC	25,000.00
547-0650-53313	AIRPORT-OPERATING SUPPLIES	1,000.00
547-0650-53314	AIRPORT-GASOLINE/FUEL	7,000.00
547-0650-53315	AIRPORT - TOOLS / MINOR EQUIP	10,000.00
547-0650-53321	AIRPORT-MAINT OF EQUIP	25,000.00
547-0650-53322	AIRPORT-MAINT OF FACILITIES	25,000.00
547-0650-54411	AIRPORT-LAND IMPROV	4,217.00
547-0650-54413	AIRPORT-EQUIPMENT	5,000.00
547-0650-56613	AIRPORT-REIMBURSEMENTS	13,000.00
<b>0656</b>	<b>FY17-22 AIRPORT</b>	<b>15,000.00</b>
547-0656-54411	FY17 AIRPORT-LAND IMPROVEMENTS	15,000.00
<b>574</b>	<b>REC CENTER ADMINISTRATION</b>	<b>280,709.00</b>
<b>0303</b>	<b>MUNICIPAL POOL</b>	<b>22,251.00</b>
574-0303-50111	MUNI POOL - SALARIES & WAGES	10,700.00
574-0303-51121	MUNI POOL-EMP RETIREMENT	1,411.00
574-0303-51126	MUNI POOL-MEDICARE	140.00
574-0303-52212	MUNI POOL-UTILITIES/COMMUNICATIONS	5,000.00
574-0303-53312	MUNI POOL-CHEMICALS	3,000.00
574-0303-53313	MUNI POOL-OPERATING SUPPLIES	2,000.00
<b>0350</b>	<b>CENTER ADMINISTRATION</b>	<b>85,000.00</b>
574-0350-52211	REC CNTR ADM-EDUCATION/TRAVEL	2,000.00
574-0350-52214	REC CNTR ADM-LEGAL ADVERTISING	8,000.00
574-0350-52226	REC CNTR ADM-PROFESSIONAL SERVICES	46,000.00
574-0350-53311	REC CNTR ADM-OFFICE SUPPLIES	4,000.00
574-0350-53315	REC CNTR ADM-TOOLS/MINOR EQUIPMENT	10,000.00

574-0350-53321	REC CNTR ADM-MAINT OF EQUIPMENT	15,000.00
<b>0351</b>	<b>FACILITY/COMMUNITY CENTER</b>	<b>45,500.00</b>
574-0351-53311	FACILITY-OFFICE SUPPLIES	500.00
574-0351-53313	FACILITY-OPERATING SUPPLIES	5,000.00
574-0351-53315	FACILITY-TOOLS/MINOR EQUIPMENT	40,000.00
<b>0353</b>	<b>CAFE / CONCESSIONS</b>	<b>3,207.00</b>
574-0353-52215	COMMUNITY EVENTS / CONCESSIONS - CONTRACT	2,457.00
574-0353-53313	COMMUNITY EVENTS / CONCESSIONS - OPERATING	750.00
<b>0356</b>	<b>AQUATICS</b>	<b>37,500.00</b>
574-0356-53312	AQUATICS-CHEMICALS	20,000.00
574-0356-53313	AQUATICS-OPERATING SUPPLIES	10,000.00
574-0356-53315	AQUATICS-MINOR EQUIPMENT	5,000.00
574-0356-53322	AQUATICS-MAINT FACILITY	2,500.00
<b>0357</b>	<b>PROGRAMS</b>	<b>45,695.00</b>
574-0357-50111	PROGRAMS - SALARIES & WAGES	19,500.00
574-0357-50112	PROGRAMS-OVERTIME	300.00
574-0357-51121	PROGRAMS-EMPLOYEE RETIREMENT	3,000.00
574-0357-51126	PROGRAMS-MEDICARE	150.00
574-0357-52215	PROGRAMS-CONTRACTUAL SERVICES	17,245.00
574-0357-53313	PROGRAMS-OPERATING SUPPLIES	5,000.00
574-0357-53314	PROGRAMS- GASOLINE & OIL	500.00
<b>0358</b>	<b>COMMUNITY WELLNESS</b>	<b>41,556.00</b>
574-0358-50111	COMMUNITY WELLNESS - SALARIES & WAGES	5,000.00
574-0358-51121	EMPLOYEE RETIRE-COMMUNITY WELLNESS	700.00
574-0358-51126	MEDICARE-COMMUNITY WELLNESS	100.00
574-0358-52215	CONTRACTUAL SVCS-COMMUNITY WELLNESS	5,000.00
574-0358-52232	EQUIPMENT RENTAL-COMMUNITY WELLNESS	3,000.00
574-0358-53313	OPERATING SUPPLIES-COMMUNITY WELLNESS	12,756.00
574-0358-53315	TOOLS/MINOR EQUIP-COMMUNITY WELLNESS	15,000.00
<b>625</b>	<b>PAYROLL FUND</b>	<b>446,000.00</b>
<b>0915</b>	<b>PAYROLL</b>	<b>446,000.00</b>
625-0915-59911	P/R-NET PAYROLL	100,000.00
625-0915-59912	P/R-FED WITHHOLDING TAXES	50,000.00
625-0915-59913	P/R-POLICE DISABILITY/PENSION	50,000.00
625-0915-59916	P/R-HEALTH INSURANCE	200,000.00
625-0915-59918	P/R-OML GROUP ACCIDENT INSUR	1,000.00
625-0915-59919	P/R-GARNISHMENTS	10,000.00
625-0915-59929	P/R-MEDICARE-EMPLOYEE SHARE	10,000.00
625-0915-59932	P/R-SCHOOL DIST INCOME TAX	5,000.00
625-0915-59935	P/R-EMPLOYEE SHARE-FICA	5,000.00
625-0915-59938	P/R-SECTION 125 PLANS	15,000.00
<b>676</b>	<b>MECHANICS REVOLVING FUND</b>	<b>59,996.00</b>
<b>0746</b>	<b>AUTOMOTIVE MECHANIC</b>	<b>59,996.00</b>
676-0746-50112	MECHANIC - OVERTIME	6,000.00
676-0746-51121	MECHANIC-EMPLOYEE RETIREMENT	1,000.00
676-0746-51126	MECHANIC-MEDICARE	500.00
676-0746-51131	MECHANIC-UNIFORM/CLOTHING ALLOWANCE	1,000.00
676-0746-52211	MECHANIC-EDUCATION/TRAVEL	1,000.00
676-0746-52212	MECHANIC-UTILITIES/COMMUNICATIONS	1,000.00
676-0746-53313	MECHANIC-OPERATING SUPPLIES	8,000.00
676-0746-53314	MECHANIC-GASOLINE & OIL	10,000.00

676-0746-53315	MECHANIC-TOOLS/MINOR EQUIPMENT	16,496.00
676-0746-53321	MECHANIC-MAINT OF EQUIPMENT	10,000.00
676-0746-53322	MECHANIC-MAINT OF FACILITIES	5,000.00
<b>688</b>	<b>INFORMATION TECHNOLOGY FUND</b>	<b>22,000.00</b>
<b>0714</b>	<b>COMPUTER/ELECTRONIC TECHNOLOGY</b>	<b>22,000.00</b>
688-0714-50111	INFO TECH - SALARIES & WAGES	10,000.00
688-0714-50112	INFO TECH - OVERTIME	2,000.00
688-0714-51121	INFO TECH - EMPLOYEE RETIREMENT	5,000.00
688-0714-51126	INFO TECH - MEDICARE	1,000.00
688-0714-52211	INFO TECH - EDUCATION / TRAVEL	1,000.00
688-0714-52212	INFO TECH - UTILITIES / COMMUNICATIONS	1,000.00
688-0714-52213	INFO TECH - INSURANCE / TAXES	1,000.00
688-0714-53311	INFO TECH - OFFICE SUPPLIES	1,000.00
<b>821</b>	<b>CEMETERY IMPROVEMENT FUND</b>	<b>10,316.00</b>
<b>0230</b>	<b>CEMETERY MAUSOLEUM</b>	<b>10,316.00</b>
821-0230-52214	CEMETERY MAUS-ADVERTISING EXP	176.00
821-0230-53311	CEMETERY MAUSOLEUM-OFFICE SUPPLIES	95.00
821-0230-54412	CEMETERY MAUSOLEUM-BLDG&STRUCTURES	10,045.00



OK  
D Hanwell  
2-5-2025

# REQUEST FOR COUNCIL ACTION

No. REA 25-043-2/10

FROM: Mayor Dennis Hanwell  
DATE: February 5, 2025  
SUBJECT: General Liability Insurance Renewal

Committee: \_\_\_\_\_

## SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal agreement and supplemental applications with Selective, Allianz Global, and Cincinnati Insurance Companies for General Liability Coverage for the City of Medina. These insurance companies were recommended by our insurance broker, Wichert Insurance. The policies are effective from 4/1/25 through 4/1/26 and the premium will be invoiced by Wichert Insurance.

Respectfully ask the Council to permit taking this approval from Finance on February 10, 2025 to Council for passage at the February 24, 2025 meeting to avoid having to use the Emergency Clause.

Estimated Cost: Not to exceed \$ 250,000.00 (Actual quote is \$ 247,677.38)  
Suggested Funding: 001-0707-52213

- 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:

# City of Medina

## Insurance and Risk Management Proposal

Policy Period: April 1, 2025 to April 1, 2026

Carriers: Selective Insurance Company  
Cincinnati Insurance Company  
Allianz Global Corporate & Specialty

Presented By: Janie Geis, CPIA  
Principal



1200 Graham Road  
Cuyahoga Falls, OH 44224  
[www.wichert.com](http://www.wichert.com)

**PREMIUM SUMMARY**

I.	Property.....	Included
II.	Equipment Breakdown .....	Included
III.	Inland Marine.....	Included
IV.	Automobile .....	Included
V.	General Liability.....	Included
VI.	Abuse/Molestation .....	Included
VII.	Pesticide/Herbicide.....	Included
VIII.	Law Enforcement Liability.....	Included
IX.	Public Officials & Employment Practices .....	Included
X.	Umbrella .....	Included
XI.	Unmanned Aircraft.....	Included

**Total Annual Premium.....\$247,677.38**

**COMPANY:**

**Selective Insurance Company  
A.M. Best's Rating: A+: XV**

**Cincinnati Insurance Company  
A.M. Best's Rating: A+: XV  
(Equipment Breakdown)**

**Allianz Global Corporate & Specialty  
A.M. Best's Rating: A+: XV  
(Unmanned Aircraft)**

Certified Acts of Terrorism Coverage is included

***Disclaimer:** This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.*

**I. PROPERTY**

A.	Blanket Buildings, Contents & Property in the Open.....	\$81,768,741
B.	Special Form Perils Including Theft.....	Included
C.	Replacement Cost Coverage.....	Included
D.	Coinsurance.....	Agreed Amount
E.	Deductible (disappearing).....	\$5,000
F.	Flood (\$50,000 ded).....	\$5,000,000
G.	Earthquake (\$50,000 ded).....	\$5,000,000
H.	Extensions:	
1.	Accounts Receivable.....	\$250,000
	Fire Department.....	Actual Loss Sustained
2.	Arson, Theft and Vandalism Rewards.....	\$25,000
3.	Automated External Defibrillators.....	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage.....	\$100,000
5.	Building Owner –Tenant Move Back Expenses.....	\$25,000
6.	Business Income/Extra Expense (no deductible).....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location.....	\$250,000
8.	Canine Coverage.....	\$10,000/\$25,000
9.	Claim Expenses.....	\$50,000
10.	Commandeered Property (*).....	Actual Loss Sustained
11.	Computer Equipment & Electronic Data (*).....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
13.	Confiscated Property – Any One Year.....	\$100,000
14.	Debris Removal.....	\$50,000
	Fire Department.....	Actual Loss Sustained
15.	Fine Arts (*).....	\$25,000
	Fire Department.....	Actual Loss Sustained
16.	Fire Extinguisher Equipment (no deductible).....	Actual Loss Sustained
17.	Grave Markers & Headstones (\$250 deductible).....	\$25,000/\$50,000
18.	Installation Property.....	\$25,000
19.	Lock Replacement if keys are stolen (no deductible).....	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum (no deductible).....	\$25,000
21.	Mobile Equipment (*).....	\$25,000
22.	Money and Securities Off Premises/On Premises (*).....	\$25,000
23.	Newly Acquired or Constructed Buildings.....	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building (*).....	Included in Bldg Limit
	(B) – Demolition Costs.....	\$500,000
	(C) – Increased Cost of Construction.....	\$500,000
	Ordinance or Law for Fire Dept (A, B & C).....	Actual Loss Sustained
25.	Outdoor Property (*).....	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item) (*).....	\$25,000/100,000

**PROPERTY EXTENSIONS CONTINUED**

27.	Personal Effects (no deductible).....	\$5,000/\$25,000
	Fire Department .....	Actual Loss Sustained
28.	Personal Property at Newly Acquired Locations .....	\$1,000,000
	(if reported within 180 days)	
29.	Personal Property at Unnamed Premises (*).....	\$100,000
30.	Pollutant Clean Up and Removal.....	\$25,000
	Fire Department .....	Actual Expenses Incurred
31.	Property In Transit (*).....	\$50,000
32.	Spoilage due to utility failure (*).....	\$25,000
33.	Tools & Equipment (*) .....	\$10,000
34.	Underground Fiber Optic Cable (\$2,500 deductible) .....	\$10,000/\$50,000
35.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (*).....	\$100,000
36.	Valuable Papers and Records.....	\$250,000
	Fire Department .....	Actual Loss Sustained

*Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.  
(\* ) denotes \$500 deductible*

**II. EQUIPMENT BREAKDOWN**

A.	Network Systems Coverage (Excluding Production Machinery).....	Unlimited
B.	Business Interruption and Extra Expense (12 months) .....	Unlimited
C.	Water Damage .....	\$100,000
D.	Ammonia Contamination .....	\$100,000
E.	Hazardous Substance .....	\$100,000
F.	Data, Media and Software Restoration .....	\$100,000
G.	Ordinance or Law .....	\$100,000
H.	Mold, Fungus and Mildew .....	\$100,000
I.	Business Interruption/Actual Loss/Extra Expense 12 Months .....	Unlimited
J.	Products Subject to Spoilage.....	Unlimited
K.	Deductible .....	\$5,000

### III. INLAND MARINE

A. Contractors Equipment.....	\$975,911
B. Leased/Rented Equipment.....	\$250,000
C. Emergency Services Portable Equipment.....	\$400,000
D. Electronic Information Systems (additional \$100,000 in elitepac) ...	\$300,000
E. Inland Marine Premier Pac (\$25,000 each item).....	\$100,000
F. Deductible .....	\$1,000

### IV. AUTOMOBILE LIABILITY

A. Limit Per Occurrence.....	\$1,000,000
<i>Combined Single Limit Bodily Injury and Property Damage Liability</i>	
B. Medical Payments .....	\$5,000
C. Uninsured/Underinsured Motorists .....	\$100,000
D. Comprehensive Deductible.....	\$500
E. Collision Deductible .....	\$500
F. Garagekeepers Legal Liability .....	\$60,000

Includes:

- All Owned Autos
- Hired and Non-Owned Auto
- Includes Fellow Volunteer Extension
- Fellow Employee exclusion deleted
- Composite Rate Endorsement

Extensions of Coverage:

1. Pollution exclusion does not apply to "emergency operations" or "training operations"
2. Hired car physical damage \$250,000 sublimit
3. Lease-Gap coverage included for any leased vehicle
4. Deductible reimbursement for volunteers' vehicles up to \$1,000
5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
6. Towing and Labor up to \$500 for disabled ambulance
7. Freezing coverage for permanently attached equipment
8. Glass deductible waived for all vehicles
9. Value Guard on all rescue vehicles

Value Guard Endorsement on all Fire Trucks and Ambulances providing payment for loss or damage to be the lesser of:

- What it would cost to repair covered auto or part
- What it would cost to replace a part or parts with like kind without depreciation
- What it would cost to replace vehicle with new vehicle of like kind & quality
- Limit of coverage scheduled on endorsement

**V. GENERAL LIABILITY**

A. Limit Per Occurrence.....	\$1,000,000
B. Bodily Injury and Property Damage .....	Included
C. Personal Injury/Advertising Injury .....	\$1,000,000
D. Products/Completed Operations Aggregate .....	\$3,000,000
E. General Aggregate .....	\$3,000,000
F. Fire Damage Legal Liability .....	\$1,000,000
G. Employer's Liability Stop-Gap.....	\$1,000,000
H. Employee Benefits Liability.....	\$1,000,000
I. Failure to Supply.....	\$1,000,000
J. Sewer Backup Liability.....	Included

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers as Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Cemetery Liability
12. Fire Department E&O
13. EMT Liability

Exclusions:

1. Riot, Civil Commotion, or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Pollution
7. Medical Payments

**VI. ABUSE /MOLESTATION**

Each Abuse or Molestation .....	\$1,000,000
Aggregate .....	\$3,000,000
Deductible .....	\$0

**VII. PESTICIDE/HERBICIDE**

Each Occurrence .....	\$1,000,000
Aggregate .....	\$1,000,000
Deductible .....	\$1,000
Claims Made with Retro-Date.....	4/01/2022

**VIII. LAW ENFORCEMENT LIABILITY**

A. Limit Each Person .....	\$1,000,000
B. Limit Each Occurrence .....	\$1,000,000
C. Annual Aggregate.....	\$1,000,000
D. Deductible .....	\$10,000

**IX. PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES**

A. Limit Each Wrongful Act.....	\$1,000,000
B. Annual Aggregate.....	\$2,000,000
C. Deductible .....	\$10,000
D. Retro Date.....	4/1/1997
E. Loss of Wages	
Per Claim.....	\$100,000
Annual Aggregate.....	\$250,000
F. Public Officials Non-Monetary Coverage	
Per Claim.....	\$10,000
Aggregates.....	\$50,000
G. Employment Practices Non-Monetary Coverage	
Per Claim.....	\$100,000
Aggregate.....	\$100,000
H. Regulatory Taking of Property	
Per Claim.....	\$100,000
Aggregate.....	\$100,000
I. Limited Civil Defense	
Per Claim.....	\$50,000
Aggregate.....	\$300,000



**X. UMBRELLA**

A. Limit Each Occurrence .....	\$10,000,000
B. Aggregate.....	\$10,000,000
C. Retention.....	NIL

Follow Form:

General Liability (including Fire Department E&O and EMT Malpractice)

Automobile Liability

Law Enforcement Liability

Public Officials Liability

Employment Practices Liability

Aggregate Limit applies separately to each line of coverage and per location

Umbrella Limit does not apply to any sub-limits under any underlying liability coverages

**XI. UNMANNED AIRCRAFT**

A. Scheduled Aircraft – Limit of Liability Each Occurrence.....	\$1,000,000
B. Use of Non-Owned Aircraft Limit of Liability Each Occurrence .....	\$1,000,000
C. Automatic Liability Insurance for Newly Acquired Aircraft .....	\$1,000,000
D. Premises Liability Each Occurrence .....	\$1,000,000
E. Fire Legal Liability Each Occurrence .....	\$100,000
F. Sale of Aircraft and Aircraft Products and Services .....	\$1,000,000
G. Contractual Agreements –Subject to 30 day reporting .....	\$1,000,000
H. Personal Injury Each Offense and in the Annual Aggregate .....	\$1,000,000
I. Medical Payments .....	\$5,000/\$50,000 aggregate
J. Unexpected Landing Event.....	25% of Insured Value

Or \$1,000 whichever is least subject to policy aggregate of \$2,500

**CITY OF MEDINA**  
**April 1, 2025 RENEWAL**

	<u>2024-2025</u>	<u>Annualized</u>	<u>2025-2026</u>
Property	\$32,989	\$32,989	\$43,041
Inland Marine	\$9,743	\$10,052	\$10,110
General Liability	\$21,983	\$21,983	\$22,662
Abuse & Molestation	\$2,505	\$2,505	\$3,758
Pesticide Herbicide	\$559	\$559	\$559
Auto	\$48,664	\$47,796	\$56,708
Public Officials	\$23,427	\$23,427	\$23,106
Law Enforcement	\$36,219	\$36,219	\$27,658
Umbrella	<u>\$43,804</u>	<u>\$43,804</u>	<u>\$42,832</u>
<b>TOTAL (Selective)</b>	\$219,893	\$219,334	\$230,434
Boiler (Cincinnati)	\$6,503	\$6,503	\$7,534
Drone	\$5,834.59	\$6,898.51	\$9,709.38
<b>TOTAL</b>	\$232,230.59	\$232,735.51	\$247,677.38

**Property**

Automatic 5% Increase

2024 Blanket Property Limit is \$70,423,156

2025 Blanket Property Limit \$81,768,741 per changes provided by City

**Auto-Composite**

2022 = Rated on 90 vehicles including fire vehicles (Actual Count 139)

2023 = Rated on 102 vehicles including fire (Actual Count 142)

2024 = Rated on 112 vehicles including fire (Actual Count 147)

2025 = Rated on 122 vehicles including fire (Actual Count 150)

**Public Officials**

7 less part time employees

13 less volunteers

**General Liability**

Expenditures trended 2%

**Drone**

5 additional drones

Treaty's rate change

OK of RCA 25-044-2/11  
2-6-23

**City of Medina**  
**Board of Control/Finance Committee Approval**  
**Administrative Code: 141**


- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 2/6/2025 Department: Police

Amount: \$500.00 B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 106-0101-52226

Vendor: Add a line to PO # 25-187

Department Head/Authorized Signature: 

Item/Description:

Requesting to add a line to the Huntington Bank PO for payment of WebChecks performed  
through the Attorney General's Office.

Current value of the PO #25-187 is \$30,000. This addition will bring the value to \$30,500.

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FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council Date to Finance: \_\_\_\_\_

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
  - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.