

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 23-060-3/13 – Expenditure – Technology Engineering Group – IT Dept.
- 23-061-3/13 – Change Order – Target of Opportunity Grant – AM Plumbing
- 23-062-3/13 – Tenant Based Rental Assistance Program - MMHA
- 23-063-3/13 – Amend Ord. 203-22 – W. Smith Rd. Reconstruction, Phase 4
- 23-064-3/13 – Increase P.O. 2023-823 – Best Equipment Co. – Streets
- 23-065-3/13 – Expenditure – Lake County Sewer Co. – Streets
- 23-066-3/13 – Advance Request
- 23-067-3/13 – Budget Amendments
- 23-068-3/13 – General Liability Insurance Renewal
- 23-069-3/13 – Cyber Security Liability Insurance Renewal
- 23-070-3/13 – Expenditure Over \$15,000 – D&R Commercial Flooring – MCRC
- 23-071-3/13 – Increase Exp. P.O. 23-0285 – Parks Dept.
- 23-072-3/13 – Adopt MCRC Sexual Abuse and Molestation Prevention Policy

Health, Safety & Sanitation Committee

- 23-073-3/13 – Amend S&B 31.05 – Add one (1) Full-Time Dispatcher - Police

Water & Utilities Committee

- 23-074-3/13 – Water Rates and Related Items

3/13/23

RCA 23-060-3/13

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

*Finance
Only*

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 2/28/23 Department: Darin Zaremba - IT

Amount: \$24,874.07 M.R. Number: _____

Account Number: 688-0714-53321

Vendor: Technology Engineering Group LLC Dept. Signature: *[Signature]*

Item/Description:

Payment - Annual renewal of Meraki support for city firewall, switches and licensing.

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

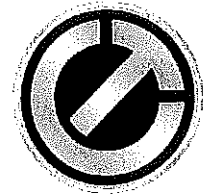
Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of Council

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 5:00 p.m. on Tuesday before the scheduled Finance Committee meeting.
Thank you.

Technology Engineering Group LLC
 3593 Medina Rd, #239
 Medina, OH 44256
 (330) 974-1249
 info@tegoh.com
 www.tegoh.com



ADDRESS
 Mr. Darin Zaremba
 City of Medina
 150 W. Friendship
 Medina, OH 44256

SHIP TO
 Mr. Darin Zaremba
 City of Medina
 150 W. Friendship
 Medina, OH 44256

Estimate 1614

DATE 02/10/2023

ITEM	QTY	RATE	AMOUNT
LIC-MS120-8LP-1YR Meraki MS120-8LP Enterprise License and Support, 1 Year	2	38.10	76.20
LIC-MS120-48LP-1YR CISCO MERAKI MS120-48LP ENT LICs LICs AND 1YR SUP	1	167.25	167.25
LIC-MS210-24P-1YR Meraki MS210-24P Enterprise License and Support, 1 Year	2	159.50	319.00
LIC-MS220-8P-1YR Meraki MS220-8P Enterprise License and Support, 1 Year	1	42.77	42.77
LIC-MS220-24P-1YR MS220-24P 1 YEAR LICENSE	1	140.09	140.09
LIC-MS220-48LP-1YR MS220-48LP 1YR LIC	10	245.89	2,458.90
LIC-MS350-48FP-1YR Meraki MS350-48FP Enterprise License and Support, 1YR	2	631.10	1,262.20
LIC-MX67-SEC-1YR CISCO MERAKI 1YR MX67 ADV SEC SLIC LICs&SUP	7	441.69	3,091.83
LIC-MX100-SEC-1YR Meraki MX100 Advanced Security License and Support, 1 Year	1	3,642.79	3,642.79
LIC-ENT-1YR Meraki MR Enterprise License, 1 Year	19	119.22	2,265.18
LIC-Z1-ENT-1YR 1 Year Z1 Enterprise License/Support	2	31.64	63.28
LIC-MX75-SEC-1Y CISCO MERAKI 1YR MX75 ADV SEC LICs&SUP	1	1,263.09	1,263.09
LIC-MV-1YR CISCO MERAKI 1YR MV ENTERPRISE LICs AND SUP	41	245.89	10,081.49

TOTAL	\$24,874.07
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Accepted By

Accepted Date

Finance March 13th

Kathy Patton

From: Darin Zaremba
Sent: Tuesday, February 21, 2023 9:06 AM
To: Kathy Patton
Subject: For Finance after the next one coming up
Attachments: TEG quote 1614 CoM Meraki 1yr renewal.pdf

Reminder not on agenda for next Finance but the finance after that. This is the entire city firewall and switch support and licensing renewal for a year . Based on new structure this should come from the new 600 level IT fund created when hired Justin per Kieth not the 388 of the past..let me know what else need..please and thanks as always

Sent from my iPhone

Acct. #

Technology Engr. Group
688-0714-53321

REQUEST FOR COUNCIL ACTION

No. PCA 23-041-2/21

FROM: Joseph F. Salzgeber
Clerk of Court

Committee: Finance

DATE: February 14, 2023

SUBJECT: Authorization for a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group for "Benchmark Annual Software Maintenance." (See attached invoice). The item was not paid in 2022 due to a dispute with Pioneer Technology Group over \$18,100 in monies to be reimbursed by Pioneer Technology Group to the Clerk's Office for civil case garnishment overpayments in 2019-2020 resulting from new software, or new software implementation, errors, which errors were subsequently corrected. The dispute was resolved in late 2022 with Pioneer Technology Group paying \$18,100 in monies back to the Clerk's Office.

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

ORC 5705.41 (D) (1):

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

Estimated Cost: \$33,148.00

Suggested Funding:

- sufficient funds in Account No. 167-0705-53321, P.O. 2022-1856, Line 001

Emergency Clause Requested: Yes or No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 2/27/23 tabled

Ord./Res.

Date:



Invoice

#INV4313142

PO#

Invoice Date 10/21/2022

Pioneer Technology Group, LLC
1100 Central Park Drive
Suite 100
Sanford FL 32771
United States

Bill To

Nancy Abbott
Medina Municipal Court - Benchmark
Cindy Latuska
135 N Elmwood Ave
Medina OH 44256-1826
United States

TOTAL

\$33,148.00

Due Date: 11/20/2022

Terms

Net 30

Due Date

11/20/2022

Item

Amount

PTG_Software Maintenance_Benchmark
Benchmark Annual Software Maintenance
06/2022 through 05/2023

\$33,148.00

Please make checks payable to Pioneer
Technology Group, LLC & remit payment to:
Government Brands Shared Services
Attn: Pioneer Technology Group, LLC Accounts
Receivable
P.O. Box 25477
Tampa, FL 33622
For questions, please contact
billing@governmentbrands.com
(678)322-1882

PO# 22-1856 Line # 1
Partial _____ Complete ✓
Date: 12/29/22
Approved: [Signature]

Subtotal \$33,148.00
Tax \$0.00
Total \$33,148.00



INV4313142

REQUEST FOR COUNCIL ACTION

No. RCA 23-048-2/27

FROM: Joseph F. Salzgeber
Clerk of Court
DATE: February 14, 2023

Committee: Finance

SUBJECT: Authorization for a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Pioneer Technology Group for "PTG Professional Services-Benchmark Analysis & Programming." (See attached invoice). The item was not paid in 2021 due to a dispute with Pioneer Technology Group over \$18,100 in monies to be reimbursed by Pioneer Technology Group to the Clerk's Office for civil case garnishment overpayments in 2019-2020 resulting from new software, or new software implementation, errors, which errors were subsequently corrected. The dispute was resolved in 2022 with Pioneer Technology Group paying \$18,100 in monies back to the Clerk's Office.

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

ORC 5705.41 (D) (1):

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

Estimated Cost: \$8,000.00

Suggested Funding:

- sufficient funds in Account No. 167-0705-53321, P.O. 2022-1856, Line 002

Emergency Clause Requested: Yes or No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 2/27/23 Tabled

Ord./Res.

Date:



Invoice

#INV216099

PO#

9/30/2021

Bill To

Nancy Abbott
Medina Municipal Court - Benchmark
Cindy Latuska
135 N Elmwood Ave
Medina OH 44256-1826
United States

TOTAL

\$8,000.00

Due Date: 10/30/2021

Terms

Net 30

Due Date

10/30/2021

Quantity	Rate	Item	Amount
1	\$8,000.00	PTG_Professional Services_Benchmark Analysis & Programming Benchmark Services - September 2021 E Citation Interface OTIS and OLEIS	\$8,000.00

Please make checks payable to Pioneer Technology Group, LLC & remit payment to:
Pioneer Technology Group, LLC Accounts Receivable
P.O. Box 25477
Tampa, FL 33622

Subtotal \$8,000.00

Total \$8,000.00

Payments/Credits \$0.00

Balance Due \$8,000.00

PO# 22-1856 Line # 2

Partial _____ Complete ✓

Date: 12/29/22

Approved: [Signature]



INV216099

REQUEST FOR COUNCIL ACTION

No. RCA 23-06-3/13

FROM: Grants

Committee: Finance/Council

DATE: March 1, 2023

SUBJECT: Target of Opportunity Grant Change Order

SUMMARY AND BACKGROUND:

Council is requested to approve a Change Order for Ordinance Number 150-22 to AM Plumbing for plumbing changes in the initial contract for the Battered Women Shelter. The Purchase Order needs to be increased by \$5,507.06.

The contract amount authorized on August 22, 2022 in the amount of \$109,332.00 will be increased to \$114,839.06.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No. ~~139-0460-52215~~ ¹²⁵⁻⁰⁴⁵¹⁻⁵²²¹⁶
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Work is underway and needs to be completed.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 54-23

Date: 3/13/23

ORDINANCE NO. 150-22

AN ORDINANCE AUTHORIZING THE PAYMENT TO AM PLUMBING, LLC FOR THE WORK PERFORMED AT THE BATTERED WOMEN'S SHELTER AS PART OF THE CDBG-TARGET OF OPPORTUNITY GRANT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the payment of \$109,332.00 is hereby authorized to AM Plumbing, LLC, for work performed at the Battered Women's Shelter, as part of the CDBG-Target of Opportunity Grant.
- SEC. 2:** That the funds to cover this payment in the amount of \$109,332.00 are available in Account No. 125-0451-52215, AD-20-03.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: August 22, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: August 23, 2022

SIGNED: Dennis Hanwell
Mayor

CHANGE ORDER

CHANGE ORDER NO. 1

Project: Renovation of 543 East Washington Street
Medina, Ohio 44256

DATE: February 17, 2023
CONTRACTOR: AM Plumbing

I. The following changes are hereby made to the contract documents (attach documentation):

- AM Plumbing Estimate 2259 - Based upon my walkthrough with Stephannie last week at the site we have requested that we put overflow floor drains outside the two shower stalls on Level 2. The total cost of this work is \$925.
- AM Plumbing Estimate 2262 - In order to maintain an active water service on site for use during construction I have asked AM Plumbing to install a hose bib in the mechanical room adjacent to the Exercise room. The total cost of this work is \$475.
- AM Plumbing Estimate 2260 - Although it is not a code requirement, it is highly recommended that we place an overflow pan beneath the two washing machines in the building in case of a water leak from the washers. The total cost of this work is \$857.25.
- AM Plumbing Invoice 3521 - This work goes back to the beginning of the project when early work installed by AM Plumbing needed to be relocated due to a number of conflicts that arose as work progressed and they were directed to make these necessary changes to work already installed. The Total cost of this work is \$3,249.81.

II. The following change is made to the contract price:

\$	\$109,332.00	original contract price
\$	\$ 0	previous change/extras
\$	\$5,507.06	this change/extra
\$	\$114,839.06	subtotal
\$	\$ 0	deductions
\$	\$114,839.06	net total

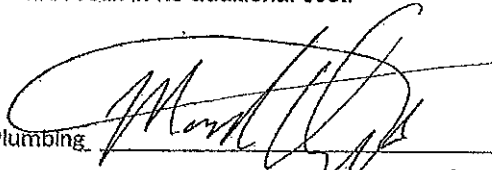
III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by ZERO calendar days, making the date for completion of all work June 5, 2023.

IV. There will be no claims for damages resulting from this change.

Claims for damages resulting from this change are anticipated for such no categories and should result in no additional cost.

Change requested by AM Plumbing



Date

2/23/23

Change recommended by Richard Carlisle



Date

2-17-23

Change accepted by City of Medina

Date

AM Plumbing LLC
620 W Steels Corners Rd
Cuyahoga Falls, OH 44223
(330) 524-1821
amplumbingohio@gmail.com
amplumbingohio.com



Estimate

ADDRESS

Richard Carlisle
Center for Hope and Healing
543 Washington St.
Medina, 44256 OH

ESTIMATE # 2259

DATE 01/27/2023

Handwritten signature/initials

ACTIVITY	QTY	RATE	AMOUNT
Floor drains Install (2) floor drains in front of showers on second floor - Install square shower drain in tile floor (tile by others) - Tie drains into existing 2" horizontal drain serving showers - Install trap seals instead of trap primers for potential sewer gases	1	925.00	925.00

TOTAL

\$925.00

Accepted By

Accepted Date

OK RLC
1.31.23

AM Plumbing LLC
620 W Steels Corners Rd
Cuyahoga Falls, OH 44223
(330) 524-1821
amplumbingohio@gmail.com
amplumbingohio.com



Estimate

ADDRESS

Richard Carlisle
Center for Hope and Healing
543 Washington St.
Medina, 44256 OH

ESTIMATE # 2262
DATE 01/28/2023

ACTIVITY	QTY	RATE	AMOUNT
Valve installation Install boiler drain in mechanical room - Install 2x3/4" propress tee in copper riser after backflow preventer - Install 3/4" boiler drain with hose end - Install anti-siphon device on hose threads per code	1	475.00	475.00

TOTAL

\$475.00

Accepted By

Accepted Date

AL RUC
1-31-23

AM Plumbing LLC
620 W Steels Corners Rd
Cuyahoga Falls, OH 44223
(330) 524-1821
amplumbingohio@gmail.com
amplumbingohio.com



Estimate

ADDRESS

Richard Carlisle
Center for Hope and Healing
543 Washington St.
Medina, 44256 OH

ESTIMATE # 2260

DATE 01/27/2023

ACTIVITY	QTY	RATE	AMOUNT
Washing machine drain pan Install metal washing machine pan Killarney Drain Pan - 32" x 30" x 2.5" - Galvanized Steel Model ID: KM-01378 - Install second floor drain to mop sink drain riser via 3" x 1" tee - Install first floor drain to basement floor drain (by furnace and water heaters)	1	857.25	857.25

BOTH

TOTAL

\$857.25

Accepted By

Accepted Date

OK RUC
1.31.23

150" PAN ✓

AM Plumbing LLC
 620 W Steels Corners Rd
 Cuyahoga Falls, OH 44223
 (330) 524-1821
 amplumbingohio@gmail.com
 amplumbingohio.com



INVOICE

BILL TO

Richard Carlisle
 Center for Hope and Healing
 543 Washington St
 Medina, 44256 OH

INVOICE # 3521
 DATE 11/17/2022
 DUE DATE 11/17/2022
 TERMS: Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Extra Time to move/redo piping	1	0.00	0.00
	Sales	41	90.00	3,690.00
	Install vent for grinder pump (not on print) 2.5HRS x 2			
	Rework 1st floor laundry and utility sink drains and vents due to layout change 5HRS x 2			
	Rework 3" drain and (2) branch lines by furnaces due to structural reinforcement 4.5HRS x 2	33	90	2970
	Temporary furnace hookup after demo of gas line 1.5HRS x 2			
	Rework 1st floor lavatory drains and vents for "flip flop" due to structural issues 3.5HRS x 2			
	Main drain in crawlspace cut down by carpenters. 1.25 hours x 2			
	Relocate 3" drain and offset sinks due to conflict with HVAC 2.25 HRS x 2			
	Sales		248 ¹²	325.00
	Materials: PVC pipe and fittings misc hangers and hardware			
	Change from original bid Modify toilets to 10" rough Conflict with structural joists Invoices attached	2	38.43	76.86
	Change from original bid Floor drain Invoices attached	1	45.18	45.18

APPROVED -3.5

NOT APPROVED -4.5

Thank you for your business and have a great day!

BALANCE DUE

~~\$4,046.68~~

\$3,249.01

See below for payment options

APPROVED RLC 1.9.23

REQUEST FOR COUNCIL ACTION

No. RCA 23-062-3/13

FROM: Andrew Dutton

Committee: Finance

DATE: 3/7/23

SUBJECT: PY22 CHIP Grant
Tenant Based Rental Assistance Program

SUMMARY AND BACKGROUND:

The City was awarded the PY22 CHIP grant on October 27, 2022. One of the activities included in the grant is a Tenant Based Rental Assistance (TBRA) Program, which provides the first month's rent, security deposit, and/or utility deposits or any combination thereof for income-eligible households.

This is a request for approval of the attached contract between the City of Medina and the Medina Metropolitan Housing Authority (MMHA) for the implementation and administration of the TBRA Program for the PY22 CHIP grant.

The total dollar amount awarded for this activity is \$16,000, which includes \$1,600 for MMHA's administration.

Estimated Cost: \$16,000

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. 139-0462-52215 Project AC-22-06

Emergency Clause Requested: Yes

Reason: The CHIP grant is in effect and this would allow the funds to be accessible as soon as possible to assist income qualified residents.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Consolidated Annual Contributions Contract
HOME Tenant-Based Rental Assistance
PY2022 City Housing Impact and Preservation (CHIP) Program
City of Medina; Ohio and
Medina Metropolitan Housing Authority

This agreement was made at the City of Medina, Ohio, by and between the City of Medina, Ohio, the Grantee, hereinafter referred to as "City" and the Medina Metropolitan Housing Authority, a body corporate and politic, organized under the laws of the State of Ohio, hereinafter referred to as "Authority" and;

WHEREAS the City has been approved to implement a Tenant-Based Rental Assistance ("TBRA") program to be funded by the HOME Investment Partnership program through the Ohio Department of Development, Office of City Development, City Housing Impact and Preservation (CHIP) Program; and,

WHEREAS the City and the Authority have determined that the best use for these funds is to combine resources with Medina Metropolitan Housing Authority and to utilize the City's City Housing Impact and Preservation (CHIP) program TBRA funding for the first month's rent, security deposit and/or utility deposit or any combination thereof and the Authority's funds to provide monthly rental assistance to low to moderate-income households, and;

WHEREAS the City has been approved to participate in the HOME Tenant-Based Rental Assistance Program created by the Cranston-Gonzales Housing and Urban Development Act of 1991, and;

WHEREAS the City has determined to pattern its Tenant-Based Rental Assistance Program to the greatest extent possible to correspond with the Section 8 Existing Housing Assistance Payments Voucher Program, and;

WHEREAS the sole differences between the two programs shall be as set forth herein, and;

WHEREAS the Authority is conducting such a Section 8 Existing Housing Assistance Payments Voucher TBRA program established by the U.S. Housing Act of 1937, as amended, and;

WHEREAS the City wishes to contract with the Authority for the Authority to conduct, manage and carry out the City's Tenant-Based Rental Assistance Program on behalf of the City of Medina, and the Authority wishes to assist the City by performing such services;

WHEREAS upon receipt of an invoice the City will pay the Authority the amount approved to cover the following: first month's rent, security deposit and/or utility deposit or any combination thereof for eligible households as well as Authority fees for implementing the TBRA program; the Authority shall be paid in an amount equal to 10% of the housing assistance payments for implementation costs not to exceed \$1,600.00 (One Thousand Six Hundred Dollars and 00/100); and,

WHEREAS the Authority agrees to provide Rental Assistance to a minimum of ten (10) LMI Households city-wide within the cities of Medina and Brunswick. The total sums paid to the Authority by the City shall not exceed \$16,000.00 (Sixteen Thousand Dollars and 00/100) for rental assistance;

WHEREAS the Term of this Agreement shall begin on the date of its execution and shall terminate no later than **March 31, 2025**; and

WHEREAS all claims for reimbursement for Tenant-Based Rental Assistance incurred during the contract period will be submitted to the City by the Authority no later than **February 28, 2025**, unless this contract is extended by mutual consent with approval from the Ohio Department of Development. The City will make payments to the Authority upon receipt of the proper source documentation required by the CHIP Program.

NOW, THEREFORE, it is hereby mutually agreed as follows:

Definitions

- **ACC.** Annual contributions contract.
- **ACC Reserve Account.** An account established by the City for the TBRA program from amounts by which the maximum payment to the Authority under the consolidated ACC (during an Authority fiscal year) exceeds the amount approved and paid. This account is used as the source of additional payments for the TBRA program.
- **Annual Contributions Contract.** The contract for each funding increment. The City's commitment to making payments for each funding increment ("project") listed in this agreement constitutes a separate ACC.
- **Budget Authority.** The maximum amount of funds available for payment to the Authority over the terms of a funding increment.
- **City.** City of Medina, Ohio.
- **Consolidated Annual Contributions Contract (consolidated ACC).** This consolidated contract for the HOME Tenant-Based Rental Assistance Program. The City's commitment to making payments for each funding increment in a TBRA program constitutes a separate ACC.
- **Contract Authority.** The maximum annual payment by the City to the Authority for a funding increment. The amount of contract authority for each funding increment in a TBRA program is listed in this agreement for the TBRA program.
- **Fiscal Year.** The Authority fiscal year. The funding is listed in this agreement and states the last month and day of the Authority fiscal year.
- **Funding Increment.** (Also called a "Project"). Each commitment of budget authority by the City to the Authority for a TBRA program under the consolidated ACC. The fund increments for the TBRA program are listed in this agreement.
- **Authority.** Medina Metropolitan Housing Authority.
- **HUD.** U.S. Department of Housing and Urban Development.
- **Program Expenditures.** Amounts that may be charged against TBRA program receipts in accordance with the consolidated ACC and HUD requirements.
- **Program Receipts.** Amounts paid by the City for a TBRA program, and any other amounts received by the Authority in connection with the TBRA program.
- **Project.** A funding increment for the TBRA program.
- **Program.** TBRA program.
- **State.** State of Ohio.

TBRA Program. HOME TBRA Program of the City and the Authority.

<u>Project Number</u>	<u>Contract Authority</u>	<u>First Date of Term</u>	<u>Last Date of Term</u>
A-C-22-2CN-2	\$16,000.00	12/1/2022	4/30/2025

1. TENANT-BASED RENTAL ASSISTANCE PROGRAM

- a) Interpretation. It is the intent of the parties that the project which is the subject of this Agreement should be as nearly identical as possible to the Section 8 Existing Housing Assistance Payments Voucher TBRA program now being conducted by the Authority, save and except those differences between the programs set forth and described herein. It is intended by the parties that any and all interpretations of the terms of this Agreement should be made in accordance with this declared intent.
- b) Projects in the Program. The projects in the Program are listed in this agreement in this CACC.

2. Funding for Authority HOME TBRA Program

- a) The funding increments are listed in this agreement for the TBRA program.
- b) The amount of contract and budget authority for each funding increment in a TBRA program is stated in the TBRA program in this agreement.
- c) By giving written notice to the Authority, the City may revise this agreement:
 - 1) To add to the cost amendment project.
 - 2) To remove a project for which the ACC term has expired.

3. Term

- a) This agreement states the first date and last date of the ACC term for each funding increment.
- b) If the first and last date of the ACC term for a funding increment is not entered before the consolidated ACC is signed by the Authority, the City may enter the date subsequently by giving written notice to the Authority.

4. City Payments for Program

- a) The City will make payments to the Authority for a TBRA program in accordance with HUD regulations and requirements and in accordance with the terms of this agreement.
- b) For each Authority fiscal year, the City will pay the Authority the amount approved to cover:
 - 1) Housing assistance payments by the Authority for a TBRA program.
 - 2) Authority fees for the administration of the TBRA program are not to exceed 10% of TBRA funds expended on housing payments.

5. Maximum Payments for Program

- a) Annual Limit. Except for payments from the consolidated ACC reserve account, the City's annual payments for a TBRA program during a fiscal year must not be more than the sum of the contract Authority amounts for the funding increments in the TBRA program.
- b) Limit on Payments for Funding Increment. The total amount of payments for any funding increment over the increment term must not exceed the budget Authority for the funding increment.

6. ACC Reserve Account

An ACC reserve account may be established and maintained by the City. The amount in the account is determined by the City. The ACC reserve account may be used by the City to pay any portion of the TBRA program payment approved for a fiscal year.

7. Separate ACC for Funding Increment

The City's commitment to making payments for each funding increment ("project") listed in this agreement constitutes a separate ACC.

8. Budget and Requisition for Payment

- a) Each fiscal year, the Authority must submit to the City an estimate of the City payments required for the TBRA program. The estimate and supporting data must be submitted at such time as the City may require and are subject to approval by the City.
- b) The Authority must requisition periodic payments on account of each annual City payment, representing that:
 - 1) Housing assistance payments have been made in accordance with contracts in the form prescribed by HUD and in accordance with HUD requirements; and
 - 2) Units have been inspected by the Authority in accordance with HUD requirements.
- c) If the City determines that payments by the City to the Authority for a fiscal year exceed the amount of the annual payment approved by the City for the fiscal year, the excess must be applied as determined by the City. Such applications determined by the City may include, but are not limited to, the application of the excess payments against the amount of the annual payment for a subsequent fiscal year. The Authority must take actions required by the City respecting the excess payment and must, upon demand by the City; promptly remit the excess payment to the City.

9. HUD Requirements

- a) The Authority must comply and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.
- b) The Authority must comply with its HUD-approved administrative plan and equal opportunity housing plan.
- c) The Authority must use the TBRA program forms required by HUD.
- d) The Authority must proceed expeditiously with the programs under this consolidated ACC.

10. Use of Program Receipts

- a) The Authority must use TBRA program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay TBRA program expenditures.
- b) The Authority must not make any TBRA program expenditures, except in accordance with the City approved budget estimate and supporting data for a TBRA program.
- c) Interest in the investment of TBRA program receipts constitutes TBRA program receipts.
- d) If required by the City, TBRA program receipts in excess of current needs must be promptly remitted to the City or must be invested in accordance with an agreement between the City and the Authority.

11. Administrative Fee Reserve

- a) The Authority must maintain an administrative fee for the TBRA program. The Authority must credit to the administrative fee reserve the total of:
 - 1) The amount by which TBRA program administrative fees paid by the City for a fiscal year exceed Authority administrative expenses for the fiscal year plus.
 - 2) Interest earned on the administrative fee reserve.

- 3) The Authority must use funds in the administrative fee reserve to pay administrative expenses in excess of TBRA program receipts. If any funds remain in the administrative fee reserve, the Authority may use the administrative fee reserve funds for other housing purposes permitted by State and local law.

12. Depository

- a) Unless otherwise required or permitted by the City, all TBRA program receipts must be promptly deposited with a financial institution selected as depository by the Authority in accordance with HUD requirements.
- b) The Authority must enter an agreement with the depository institution in the form required by HUD.
- c) The Authority may only withdraw deposited TBRA program receipts for use in connection with the TBRA program in accordance with the requirements of the City.
- d) If approved by the City, the Authority may deposit under the depository agreement monies received or held by the Authority in connection with any contract between the Authority and the City.

13. Program Records

- a) The Authority must maintain complete and accurate books of account and records for the TBRA program. The books and records must be in accordance with HUD requirements and must permit a speedy and effective audit.
- b) The Authority must furnish the City with such financial and TBRA program reports, records, statements, and documents concerning the TBRA program at such times, in such form, and, accompanied by such supporting data as required by the City.
- c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all Authority offices and facilities, and to all the books, documents, and records of the Authority relevant to the administration of the TBRA program, including the right to audit and to make copies.
- d) The Authority must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against TBRA program receipts.

14. Fidelity Bond Coverage

The Authority must carry adequate bond coverage, as required by HUD, of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

15. Exclusion from the Program

Single-headed households, pregnant females, and recipients of public assistance may not be excluded from participation in or be denied the benefit of the TBRA program because of such status.

16. Conflict of Interest Provisions

- a) Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with the TBRA program in which any of the following classes of persons has an interest, direct or indirect, during the tenure or for one year thereafter:
 - 1) Any present or former member or officer of the PHA (except a tenant commissioner).
 - 2) Any employee of the Authority who formulates policy or who influences decisions with respect to a TBRA program.
 - 3) Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and the City.
 - 4) The requirements of this section may be waived by the City for good cause. No person for whom a waiver is granted shall be permitted to exercise responsibilities or functions with respect to a

contract for housing assistance payments executed, or to be executed, on behalf of, or with respect to a contract for housing assistance payments to which this person is a party.

- b) The provisions of this section do not apply to the depository agreement or to utility services for which the rates are fixed or controlled by a governmental agency.

17. Nondiscrimination in Housing

- a) The Authority shall comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964 prohibiting, discrimination based on race, color, or national origin and Executive Order 11063 with respect to those provisions prohibiting discrimination based on religion or sex and with implementing HUD regulations.
- b) The Authority shall comply with Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and with any implementing regulations.
- c) The Authority shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against handicapped persons who would otherwise qualify to participate in the Program, and, where applicable, the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

18. Equal Employment Opportunity

- a) The Authority shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, handicap, or national origin. The Authority shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates to pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Authority will in all solicitations or advertisements for employees for this TBRA placed by or on behalf of the Authority state all qualified applicants receive consideration for employment without regard to race, color, creed, religion, sex, handicap, or national origin.

19. Training, Employment, and Contracting Opportunities for Business and Lower Income Persons

The Authority shall comply with Section 3 of the Housing and Urban Development Act of 1968 and HUD regulations. To the greatest extent feasible, employment and training opportunities in connection with planning and carrying out any project assisted under the Program shall be given to lower-income persons residing without the metropolitan area, in which the project is located, and contracts for work to be performed in connection with any project shall be awarded to business firms which are located in or owned in substantial part by persons residing in the same metropolitan area as the project.

20. The Interest of Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioners shall be admitted to any share or part of this consolidated ACC or to any benefits which may arise from it.

21. Specific Differences

- a) Specific differences between the Tenant-Based Assistance Program which is the subject of this Agreement, and the standard Section 8 Existing Housing Assistance Payments Voucher Program of the Authority are as follows:

- 1) The City shall lend or grant the Authority, in accordance with Chapter 3735.27 et seq. of the Ohio Revised Code, a sum of money sufficient to reimburse the Authority for all expenditures (including Rental Assistance Payments) for one month, based upon an estimate of all funds required to carry out the TBRA program for one month at full occupancy.
- 2) Monthly payments for reimbursement shall be made by the City to the Authority as set forth herein.
- 3) The Authority agrees that it will attempt to absorb any tenants participating in the TBRA program on the date of the termination of this agreement and the City agrees actively to attempt, in good faith, to obtain additional funds for the TBRA program and to secure funds for additional equal programs.
- 4) Vouchers funded in accordance with this Agreement shall be utilized by TBRA program participants within the territory of the City. "Portability" shall not be permitted outside the City.

22. Exclusion of Third-Party Rights

- a) A family that is eligible for housing assistance under the consolidated ACC is not a party to or third-party beneficiary of the consolidated ACC.
- b) Nothing in the consolidated ACC shall be construed as creating any right of any third party to enforce any provision of this consolidated ACC or to assert any claim against HUD, the City, the State, or the Authority.

23. Consolidated ACC

- a) The consolidated ACC is a contract between the City and the Authority.
- b) This consolidated ACC supersedes any previous annual contributions contract for a TBRA program. Matters relating to funding or operation of the TBRA program under a previous annual contributions contract are governed by this consolidated ACC.

City of Medina, Ohio

Medina Metropolitan Housing Authority

Mayor Dennis Hanwell

James Sipos, Executive Director

 Date Signed

 Date Signed

Approved as to Form:

Approved as to Form:

Law Director

MMHA General Counsel

 Date Signed

 Date Signed

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: March 3, 2023

SUBJECT: Amend Ordinance 203-22

*OK
Dr. Hannah
3/3/2023*

NO. 23-063-3/13

COMMITTEE REFERRAL: Finance

This request is for Council authorization to amend Ordinance 203-22 (attached).

During construction of the sanitary sewer improvements for the West Smith Road Reconstruction, Phase 4 project, Medina County has directed the contractor to complete additional work not included within the bid documents. In addition, change order requests have been submitted to the County by the contractor. This request asks that Council increase the amount allocated to this project by \$125,000 to cover these costs. The new contract amount will be \$5,381,000.

Please be aware that the County will be responsible for paying the City for all of these additional costs. Previously, the City and Medina County entered into a Memorandum of Understanding (MOU) which stipulates that Medina County would pay for 100% of the cost for the sanitary sewer installation (see attached).

The final funding totals should be as follows:

- 108-0676-54414: \$2,833,752.00 (City share)
- 386-0676-54414 \$2,046,590.00 (Grant share)
- 108-0676-54414: \$ 500,658.00 (County share)
 - o TOTAL: \$5,381,000.00

Thank you for your consideration.

ESTIMATED COST: n/a

SUGGESTED FUNDING:

Sufficient Funds in Account Number: 108 Street and Storm Special (to be reimbursed by Medina County)

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:

ORDINANCE NO. 203-22

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 139-22, PASSED JULY 11, 2022 RELATIVE TO BIDS FOR THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 139-22, passed July 11, 2022, authorized bidding and awarding a contract to the successful bidder for the West Smith Reconstruction, Phase 4 Project; and

WHEREAS: Section 2 of Ordinance 139-22, passed July 11, 2022 *presently* reads as follows: That the estimated cost of the project, in the amount of \$5,096,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414, \$2,046,500.00 in Account No. 386-0676-54414, and \$375,658.00 in Account No. 108-0676-54414.

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

SEC. 1: That Section 2 of Ordinance No. 139-22, passed July 11, 2022 is hereby *amended* to read as follows:

That the estimated cost of the project, in the amount of **\$5,256,000.00, is available as follows: \$2,833,842.00 in Account No. 108-0676-54414 (City share), \$2,046,500.00 in Account No. 386-0676-54414 (grant), and \$375,658.00 in Account No. 108-0676-54414 (County share).**

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

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to execute this contract as quickly as possible to allow contractor to begin acquiring project material; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: November 14, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 15, 2022

SIGNED: Dennis Hanwell
Mayor

ORDINANCE NO. 202-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS PERTAINING TO THE SANITARY SEWER REPLACEMENT FOR WEST SMITH ROAD RECONSTRUCTION, PHASE 4.

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 pertaining to the Sanitary Sewer Replacement for West Smith Road Reconstruction, Phase 4.

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

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

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

PASSED: November 14, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 15, 2022

SIGNED: Dennis Hanwell
Mayor

MEMORANDUM OF UNDERSTANDING

SANITARY SEWER CONSTRUCTION on WEST SMITH ROAD in the CITY OF MEDINA

Terms to be contained in a Memorandum of Understanding ("MOU") between the MEDINA COUNTY COMMISSIONERS (County), and the CITY OF MEDINA (CITY).

Section 1: Project Description

The CITY will be completing a reconstruction and replacement of West Smith Road between State Road and South Court Street in the City of Medina.

The Medina County Sanitary Engineers (MCSE), under an agreement with the City entered into in 1972, operates and maintains a City owned sanitary sewer that extends through the project limits of this project.

MCSE has requested that the CITY replace the existing sanitary sewer laterals with new sewer laterals, remove and replace the existing sanitary manholes located within the pavement limits, and remove and replace certain portions of the existing sanitary sewer as part of the CITY's West Smith Road Reconstruction project.

Construction is tentatively scheduled to begin in the spring of 2023.

Section II -- Consent Statement

Being in the public interest, the COUNTY gives consent to the CITY to complete the replacement of the sanitary sewer appurtenances in conjunction with the West Smith Road Improvement project.

Section III - Cooperation Statement

The CITY and the COUNTY shall cooperate as follows:

1. The CITY agrees to assume and bear one hundred percent (100%) of the engineering, inspection and project administration costs for this project.
2. The CITY shall submit the completed construction plans to the COUNTY for review and approval prior to commencing this project.
3. The CITY shall modify the plans as requested by the COUNTY with regards to the final sanitary sewer design.
4. The COUNTY agrees to assume and bear one hundred percent (100%) of the construction costs for the removal and replacement of certain existing sanitary manholes; removal and replacement of the existing sanitary sewer laterals; removal and replacement of portions of the existing sanitary sewer; and adjustments to certain existing sanitary manhole castings.

5. The preliminary construction cost estimate for the COUNTY's share of this project is \$375,658.00.
6. The actual final total share shall be calculated by the CITY upon completion of the project.
7. The CITY shall use the contract unit prices and the final approved contract unit price quantities to calculate the final total share due by the COUNTY.
8. The COUNTY shall submit payment for the final total share due to the CITY within sixty (60) days after receiving the invoice from the CITY.

Section IV -- Maintenance

The City shall require the contractor to post a two-year maintenance bond to become effective upon completion and acceptance of the project. The County shall, in accordance with the 1972 agreement between the County and the City, assume responsibility for the maintenance of the sanitary sewer and appurtenances installed as part of this project upon the expiration of the contractor's maintenance bond.

MEDINA COUNTY COMMISSIONERS

CITY OF MEDINA, OHIO

By (signature): *Stephen D. Hambley*

By (signature): *Dennis Hanwell*

Printed Name: Stephen D. Hambley

Printed Name: Dennis Hanwell

Title: Board President

Title: Mayor

Date: 10/11/22

Date: 11/15/2022

OK
Approved
3-6-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-064-3/13
Finance Only

FROM: Nino Piccoli Service Director
DATE: March 3, 2023

SUBJECT: Expenditure Approval

SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase the Purchase Order with Best Equipment Co. from \$15,000 to \$25,000. The existing PO #2023-823 was approved by the Board of Control on January 9, 2023. There are major repairs needed for the Vac All unit in the Street department.

Suggested Funding: \$10,000

- Sufficient funds in Account No. 105-0615-53321
- Transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested:
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

*OK Art Hamwell
3-6-2023*

REQUEST FOR COUNCIL ACTION

No. RCA 23-065-3/13
Finance

FROM: Nino Piccoli Service Director

DATE, February 22, 2023

SUBJECT: Expenditure Approval

Summary and Background:

Respectfully requesting Council's authorization for a Purchase Order for Lake County Sewer Co. in the amount of \$50,000.00. This expenditure will be used in the Street department for the repairs on the City Storm Sewer system.

Suggested Funding: \$50,000.00

- Sufficient funds in Account No.
- Transfer needed from Account No. 105-0610-53319 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:

REQUEST FOR COUNCIL ACTION

No. RCA 23-066-3/13

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: March 2, 2023
SUBJECT: Advance Request

Committee: Finance

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to make the following fund advances:

Advance From:	Advance To:	Amount	Purpose
Street / Stormwater (#108)	FHWA Fund (#386)	\$90	FHWA – W Smith Rd Ph 4 PID 112540
General Fund (#001)	Grant Fund (#380)	\$10,950	OPWC-Gates Mills Culvert Project

These advances (loans) are necessary to cover expenditures until the City receives reimbursement from the grantor agency and / or when the fund has enough to repay.

Estimated Cost: \$90 from the Street / Stormwater Fund. Fund to be reimbursed once grant funds are received. (advance needed to match grant amount)
\$10,950 from the General Fund. General Fund to be reimbursed once grant funds are received.

Suggested Funding: See above.

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed in Account No.: 108-0610-56615 and 001-0707-56615

refer to app:2023-015

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:
Council Action Taken:

Date: Ord./Res.

*Ord. 57-23
3-13-23*

(Finance use only)

RCA Number RCA 23-067-3/13
(Council use only) Finance
2023-014

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. _____

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		104-0301-53313	Parks Maintenance - Operating	\$1,650.06		X

EXPLANATION:

Accept Cashier's Check number 9814806934 from the Erbs family for repairs to Reagan Park

DEPARTMENT HEAD: [Signature]

DATE: 2/28/23

MAYOR'S APPROVAL (WHEN NECESSARY) [Signature] 03-1-2023

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 58-23

CLERK OF COUNCIL/DATE

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

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 23-067-3/13
Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2023-015

(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0707-56615	Gen admin - adv out	10,950.00		x	adv to 380 fund - adv needed for proj revision
		108-0688-54414	St resurface - Gates Mills	4,050.00		x	gates mills culvert revision
		380-0688-54414	St resurface - Gates Mills	10,950.00		x	gates mills culvert revision
		108-0610-56615	St repair - adv out	90.00		X	adv to 386 fund for w smith rd ph 4
		138-0460-52215	PY20 - CDBG-CHIP contractual	1,655.00		X	py20 - need to approp due to py closed po's
		139-0460-52215	PY20 - HOME - CHIP contractual	1,730.00		X	py20 - need to approp due to py closed po's
		386-0676-54414	St Reconstruction - W Smith Rd Ph 4	90.00		x	W Smith rd ph 4
		547-0650-53322	airport - maint of facil	25,000.00		x	to cover airport exp
		574-0350-54412	mcrc - bldgs/ structures	29,863.00		x	to cover fitness room addition
109-0757-53315	veteran's court tools	109-0757-50111	Veteran's court - wages	1,164.50	x		adj veterans court accts
109-0757-52226	veteran's court - prof svcs	109-0757-51121	Veteran's court - retirement	3,071.00	x		adj veterans court accts
109-0757-53313	veteran's court - op supplies	109-0757-51121	Veteran's court - retirement	475.00	x		adj veterans court accts
138-0462-50111	py22 - wages	138-0462-52214	py22 legal ads	500.00	x		adj py 22 grant
171-0743-52214	arpa - pblic bldg - advert	171-0110-54413	arpa - fire - eq	437,676.15	x		adj arpa - fire spca's
			Total increases to fund:	84,378.00			
			Total reductions to fund:				
			Total transfers within fund:	442,886.65			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 3/2/2023

MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO.

58.23 ✓

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE

OK
D. Hanwell
3/7/2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-068-3/13

FROM: Mayor Dennis Hanwell
DATE: March 7, 2023
SUBJECT: General Liability Insurance Renewal

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal agreement and supplemental applications with Selective Insurance Company, the insurance company recommended by our broker, Wichert Insurance, for General Liability Coverage for the City of Medina. Coverage is effective 4/1/23 through 4/1/24. Wichert Insurance is in the process of finalizing the renewal and will have details regarding cost to the City by Wednesday, March 8, 2023. The cost and information about the coverage will be provided to Council as soon as we receive it.

We respectfully request this be presented to Finance on March 13, 2023 and passed with the emergency clause. We will then present to Council (Law Director Greg Huber) on March 27, 2023 and need the emergency clause to make the effective date of 4/1/23.

Estimated Cost: \$ TBD

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: The current policy will expire April 1, 2023

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

23-068-3/13

City of Medina

Insurance and Risk Management Proposal

Policy Period: April 1, 2023 to April 1, 2024

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

PREMIUM SUMMARY

J. 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..... \$210,399

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.....	\$67,714,574
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.	Expediting Expenses	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. Scheduled 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
- Composité 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. 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. Failure to Supply
7. Pollution
8. 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

OPTION

Increase Loss of Wages to \$500,000/\$1,000,000 – additional \$4,393

Increase Loss of Wages to \$1,000,000/\$1,000,000 – additional \$5,744

CITY OF MEDINA
April 1, 2023 RENEWAL

	2022-2023	Annualized	2023-2024
Property	\$24,602	\$20,984	\$27,635
Inland Marine	\$6,794	\$6,978	\$8,034
General Liability	\$20,497	\$20,497	\$20,851
Abuse & Molestation	\$2,505	\$2,505	\$2,505
Pesticide Herbicide	\$559	\$559	\$559
Auto	\$30,296	\$30,296	\$39,133
Public Officials	\$21,634	\$21,634	\$22,676
Law Enforcement	\$35,244	\$35,244	\$33,861
Umbrella	\$41,864	\$41,864	\$43,076
TOTAL (Selective)	\$183,995	\$180,561	\$198,330
Boiler (Cincinnati)	\$6,420	\$6,420	\$6,095
Drone	\$2,974	\$6,346	\$5,974
TOTAL	\$193,389	\$193,327	\$210,399

Property

Colin ran ITV and increased several buildings totaling an additional \$4,181,088 in property values
 City Hall, Fire Station #2 (Lake Road), Fire Station (50 Public Square), Satellite Fire Station
 Aluminum Recycling Bldg, Vehicle Storage/Equipment, Salt Storage (W. Smith Rd)
 Mausoleum, Maintenance Garage (Weymouth Rd), Airport Maintenance Bldg, Fuel Tank
 Remaining limits increased 4%

2022 Blanket Property Limit is \$61,434,584

2023 Blanket Property Limit is \$67,714,574

Endorsement issued correcting property rates

Auto-Composite

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

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

Public Officials

62 Additional PT Employees

Inland Marine

Added Mower and Backhoe

General Liability

Expenditures trended 2%

Drone

Added 3 additional drones



Office: (330) 723-3631
Fax: (330) 723-1434
www.wichert.com

119 North Court St.
Medina, OH 44258-0488

March 8, 2023

City of Medina
132 North Elmwood Ave
Medina, OH 44256

**Attn: Mayor Dennis Hanwell
Sherry Crow, Administrator to the Mayor**

Re: 2023 Property & Liability Insurance

Dear Mayor & Sherry:

As we wrap up our first year of service to the City of Medina, I'd like to say thank you. We've truly enjoyed working with you and your team thus far. At one point Sherry was apologetic for all the questions, but I assured her that we love the questions! Furthermore, with a considerable amount of help from Jansen Wehrley, Christy Moats, Steve Frantz, and Mr. Huber, we were able to implement a formal Sexual Abuse Prevention Policy and Procedure Manual for the Recreation Center. This is a huge step toward creating the safest environment possible for the children and vulnerable adults of the community.

If you recall, the reason we were chosen to work with the City was due to our proposal being the lowest and best of all the bidders at last year's RFP. One of the ways to keep pricing competitive is to rate the vehicles on what is called a "composite rate." This means vehicles are NOT scheduled on the policy, rather you are charged based on the total number of vehicles in each classification. i.e. 30 Police Vehicles, 10 Fire Trucks, 15 Private Passengers, and so on.

Unknown to us, when we were negotiating the renewal terms with Selective this week, we realized that 49 vehicles were left off the vehicle count. Whether it was human error or computer error, it was SELECTIVE'S error and they've agreed to gradually account for the missing vehicles going forward. Thus, you will see the auto premium go from \$30,296 to \$39,133.

The other line of coverage in which you will see an increase is the Property Line. The underwriter found several buildings to be under-valued relative to current replacement costs. Therefore, your total Property Limit is going from \$61,434,584 to \$67,714,574. Despite the mistake on the Vehicle count and the increase in Property Values, the total annual premium is only up 8% from expiring.

Thank you for your continued trust in our team. We look forward to another year of service.

Sincerely,

Wichert Insurance

Janie L. Geis, CPIA
Principal

Public Entity Risk Management & Insurance

OK
D Hanwell
3/7/2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-069-3/13

FROM: Mayor Dennis Hanwell
DATE: March 7, 2023
SUBJECT: Cyber Security Liability Insurance Renewal

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize the Mayor to sign the renewal agreement and supplemental applications with the vendor recommended by our broker, Crain Langner, for Cyber Security Liability Coverage for the City of Medina. Coverage is effective 4/1/23 through 4/1/24. Crain Langner is in the process of reviewing renewal quotes and will have a recommendation to us by Friday, March 10, 2023. The premium cost and information about the coverage will be provided to Council as soon as we receive it.

We respectfully request this be presented to Finance on March 13, 2023 and passed with the emergency clause. We will then present to Council (Law Director Greg Huber) on March 27, 2023 and need the emergency clause to make the effective date of April 1, 2023.

Estimated Cost: \$ TBD

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: The policy expires April 1, 2023

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

OK for Hamwell

RCA 23-070-3/13

Finance only

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/6/2023

Department: MCRC

Amount: \$25,000.00

B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 574-0351-53322

Vendor: D & R Commercial Flooring D00907

Department head/Authorized signature: _____


Item/Description:

Rubberized flooring for Community Room B/C and

Rubberized flooring and carpet for back office area.

To create more multipurpose use areas for aerobics studio, meditation classes, stretching areas

and can still be utilized as a meeting rooms when necessary.

Quote includes demo and disposal, installation and flooring - not to exceed \$25,000.

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- 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.

D&R COMMERCIAL FLOORING



February 2, 2023

CHRISTY MOATS
MEDINA COMMUNITY REC CENTER
855 WEYMOUTH ROAD
MEDINA, OH 44256

Re: MEDINA COMMUNITY REC CENTER
OLD ADMIN OFFICES

Bid # Q37071

Scope of Work:

DEMO	DEMO & DISPOSAL OF THE EXISTING CARPET AND VINYL WALL BASE	\$698.78
LVT	[OPEN OFFICE AREA] FURNISH & INSTALL INTERFACE LVT. STYLE AND COLOR TBD. INCLUDES SKIM COAT FLOOR PREP.	\$3,025.03
CPT	[2 PRIVATE OFFICE] FURNISH & INSTALL SHAW CONTRACT CARPET TILES TBD. MATERIAL ALLOWANCE OF \$26/SQYD IS INCLUDED	\$1,865.35
WALLBASE	FURNISH & INSTALL TRADITIONAL 4" VINYL COVE BASE COLOR TBD	\$345.78
Total Price		\$5,934.94

Notes:

NO FURNITURE MOVE: the moving or lifting of any furniture found in the area(s) that are to receive flooring is the sole responsibility of the Owner and should be completely removed prior to the start of the installation process. Any furniture left that has to be move or lifted by D&R maybe subject to additional charges.

TAX EXEMPT ENTITY: Sales tax is NOT included, resale or exempt certificate to be provided if already not on file. Please notify D&R immediately if tax should be added to this project.

PRICING VALIDATION: This quote's price is valid through 3/31/2023

Exceeding our customers' expectations, one job at a time!

6668 Engle Road Middleburg Heights, OH 44130 - Ph: 216.335.9751 - Fax: 216.335.9755

WWW.DRFLOORINGGROUP.COM

D&R COMMERCIAL FLOORING



February 2, 2023

CHRISTY MOATS
MEDINA COMMUNITY REC CENTER
855 WEYMOUTH ROAD
MEDINA, OH 44256

Re: MEDINA COMMUNITY REC CENTER
ACTIVITIES ROOMS B & C

Bid # Q37070

Scope of Work:

DEMO	DEMO & DISPOSAL OF THE EXISTING CARPET AND VINYL WALL BASE	\$1,730.25
LVT	FURNISH & INSTALL INTERFACE LVT. STYLE AND COLOR TBD. ALL SAMPLES PROVIDED ARE THE SAME COST. INCLUDES SELF LEVELING FLOOR PREP @ ~1/8" AVG	\$16,569.07
WALLBASE	FURNISH & INSTALL TRADITIONAL 4" VINYL COVE BASE, ROPPE #123 CHARCOAL	\$361.66

Total Price \$18,660.98

Notes:

TAX EXEMPT ENTITY: Sales tax is NOT included, resale or exempt certificate to be provided if already not on file. Please notify D&R immediately if tax should be added to this project.

PRICING VALIDATION: This quote's price is valid through 3/31/2023

Both: 24,595.92

Exceeding our customers' expectations, one job at a time!

6668 Engle Road Middleburg Heights, OH 44130 - Ph: 216.335.9751 - Fax: 216.335.9755

WWW.DRFLOORINGGROUP.COM

OK of H Howell 3/7/2023

RCA 23-071-3/13

Finance Only

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 3/7/2023

Department: Parks

Amount: \$5,000.00

B.O.C. Approval Date: _____

(Finance Use Only)

Account Number: 104-0309-53313

Vendor: Target Specialty Products DBA: Rentokil North America Inc. T00096

Department head/Authorized signature: 

Item/Description:

Increase purchase order 23-0285 to add fertilizer to correct pH level on the athletic fields.

Total of the Purchase Order will be \$20,000.00

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council _____

- 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.



City of Medina
 132 North Elmwood Ave
 P.O. Box 703
 Medina, OH 44258

PURCHASE ORDER

Page: 1
 P.O. Number: 2023000285
 P.O. Date: 01/01/2023
 Req. Number: 2022-PRK-0165
 Requested By: Lilly Selva
 Blanket Type: RB
 Ship Via:
 Terms:

Deliver To PARKS DEPARTMENT
 CITY OF MEDINA
 132 NORTH ELMWOOD
 MEDINA, OHIO 44256

Vendor T00096 ✓
 TARGET SPECIALTY PRODUCTS
 DBA: RENTOKIL NORTH AMERICA INC
 P O BOX 14084
 READING, PA 19612

TERMS:
 1. City of Medina is exempt from excise or sales tax.
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
 3. Delivery must be prepaid to destination shown above or billed to same.
 4. No change may be made in this order without consent of the Director of Finance.
 DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
BOC APPROVED 12/12/22						
Accounting						
001	RB-OPERATING SUPPLIES-TURF MAINT	104-0309-53313				\$15,000.00

Purchase Order Total: \$15,000.00

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

Keith A. Dribman

1/6/2023

Director of Finance

Date

Jansen Wehrley

From: Kurt Gehring
Sent: Tuesday, March 7, 2023 2:47 PM
To: Jansen Wehrley
Subject: target/residex

I think we should increase the PO with Target/ Residex by an additional \$5000. We are going to need more product than the \$14900 we ordered.

We received soil samples back from the testing facility. The athletic fields we had sampled are deficient in several areas- high pH, low pH, and phosphorous.

We can adjust pH fairly quickly and easily using two products; High calcium limestone (quoted at \$22/50lb.bag) and Ammonium sulfate (quoted at \$21.50/50lb.bag). **\$2508** (70 bags of Hi-cal lime – 44 bags of 21-0-0 Ammonium sulfate fertilizer) will handle the reported pH problems.

Phosphorous is a different story- We began using a lower phosphorous product a number of years ago due to cost and concern for phosphorous runoff/water contamination. We also dropped from 3 applications a year to 2. We are now the a point where the soil is deficient and one application to correct the problem is unrealistic. We did not have all fields sampled, but I believe this to be a problem across all fields. I think by changing products throughout the season, we can begin to bring levels back to where they should be and, at the same time, not over apply product. If possible, I'd like to start this year. I spoke with the vendor today and we can still alter out order (above table). Swapping out 1 application of the 16-2-4 fertilizer(200 bags) with a 19-19-19 or 18-24-12 product will begin to correct the problem. Higher levels of Phosphorous and Potassium increase the cost of the product. Instead of \$21.80 per bag, our cost will be between \$29.50 and \$32.25 (quoted today) per 50lb.bag, or an additional \$7.70-10.45 per bag. Additional cost for swapping fertilizer totals between **\$1540** and **\$2090**. I would prefer the 18-24-12 product at \$32.25/bag.

Please let me know your thoughts. At some point, I'd like to address returning to 3 fertilizer applications for the athletic fields.

The table below is the pending order we have with Target/Residex. \$8700 is fertilizer; the remaining \$6200 is for weed/vegetation control.

qty	size	desc	
400	50#	16-02-04 25% MU25% XCU40% Bio Micros	\$21.80 per bag
2	50#	Shaws Turf Food 30-0-10 (w/Acelepryn & Dimension)	\$107.00 per bag
3	1/2gal	Acelepryn	\$1,137.50 per bottle (1/
2	2.5gal	Dimension 2EW	\$577.88 per 2.5gal
3	1.67gal	Roundup ProMax	\$100.00 per bottle (1.6
1	18oz	Specticle	\$280.62 per bottle (18

2	2.5gal	Escalade2
2	1gal	Diquat/Reward

\$265.00 per 2.5gal

\$240.00 per 2.5gal

imazapyr

\$380.00 per 2.5gal

-Kurt

Kurt Gehring
City of Medina
Parks Foreman
(m)330-350-2034
kgehring@medinaoh.org
www.medinaoh.org

DK
for Hansen
3-7-2023

REQUEST FOR COUNCIL ACTION

No. RCA 23-072-3/13

FROM: Jansen Wehrley
DATE: March 7, 2023
SUBJECT: MCRC- Sexual Abuse and Molestation Prevention Policy

Committee: Finance

SUMMARY AND BACKGROUND:

The MCRC respectfully requests Council approval of our Sexual Abuse and Molestation Prevention Policy. The MCRC has zero tolerance for incidents of child abuse and formalizing this policy will reduce our risks at the facility. The MCRC has worked to develop the policy with the assistance of the Law Director and our insurance company.

Sexual Abuse and Molestation Prevention Policy Basics:

- Interview screening, background checks and fingerprinting for all employees responsible for childcare.
- Scanning all non-employee coaches and volunteers against the National Sex Offender Database.
- Conducting orientation and training of new hires using resources such as the American Camp Association's Camp Safety Program. We are currently using an interactive online training tool that provides:
 - Updated resources for reporting obligations
 - Proper care of victimized children
 - Strategies for recognizing signs of abuse
 - Proper chain of communication if an incident occurs
 - Proper internal record keeping of suspicious or contributing incidents
 - Upon completion of training, all staff signs off on the Child protection policy.
- Designating the Program Manager as the MCRC Compliance Officer to handle any incidents and necessary reporting obligations.
- Mandatory "Rule of Three" to limit one on one interaction with staff and children, with at least two adults or counselors present at all times.
- Mandatory policy restricting unsupervised interactions between youth to limit bullying or inappropriate conduct, including a system to monitor behaviors.
- Limit contact with staff and youth outside of programs, or outside of the building.
- Clear reporting structure for employees and volunteers with proper evidence based reporting procedures and witness follow through, with reports to proper authorities as needed

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Sexual Abuse and Molestation Prevention Policy for Medina Community Recreation Center

The Medina Rec Center prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any organization-related activity. The Medina Rec Center provides procedures for employees, volunteers, or any other victims of sexual abuse or misconduct to report such acts. Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of employment, as well as criminally prosecuted. No employee, volunteer, or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Because our organization is dedicated to maintaining zero tolerance for abuse, it is imperative that every member of the organization actively participates in the prevention of abuse. In the event that anyone observe any suspicious or inappropriate behaviors and/or policy violations, it is their personal responsibility to immediately report their observations.

Definitions and Examples

The following definitions or examples of sexual abuse, misconduct or harassment, may apply to any and/or all of the following persons – employees, volunteers or other third-parties.

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.
- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Any activity which is meant to arouse or gratify the sexual desires of either person.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes.
- Material such as pornographic or sexually explicit images, posters, calendars or objects.
- Unwelcome and inappropriate sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g. email, text, social media, voicemail), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- A sexually hostile environment characterized as comments or conduct that unreasonably interferes with one's work performance or ability to do the job or creates an intimidating, hostile or offensive environment.
- Direct or implied threats that submission to sexual advances will be a condition of employment or affiliation with the organization.

Reporting Procedure

Immediately report suspected sexual abuse to your Supervisor or Rec Center Superintendent who will then report to the Parks Director and Medina City Law Director. It is not required to directly confront the person who is the source of the report, question or complaint before notifying your Supervisor or Rec Center Superintendent. The Medina Rec Center will take every reasonable measure to ensure that those named in complaint of misconduct, or are too closely associated with those involved in the complaint, will not be part of the investigative team.

Anti-retaliation and False Allegations

The Medina Rec Center prohibits retaliation made against any employee, volunteer, or other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations of sexual abuse or misconduct can have serious consequences for those who are wrongly accused. The Medina Rec Center prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment and criminal prosecution.

Investigation and Follow-up

The Medina Rec Center will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly and equitably investigate whether misconduct has taken place. The organization may utilize an outside third-party to conduct an investigation of misconduct. The Medina Rec Center will cooperate fully with any investigation conducted by law enforcement or other regulatory/protective services agencies. The Medina Rec Center will make every reasonable effort to keep the matters involved in the allegation as confidential as possible while still allowing for a prompt and thorough investigation.

Reporting to Law Enforcement or Appropriate Child or Adult Protective Services

The Medina Rec Center is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of the Medina Rec Center not to attempt to investigate or assess the validity or credibility of an allegation of sexual or physical abuse as a condition before reporting the allegation to proper law enforcement authorities or protective services organizations.

Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, the Medina Rec Center is committed to maintaining a diligent screening program for prospective and existing employees, volunteers and others that may have interaction with those employed by, associating with or serviced by the Medina Rec Center. The organization may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references. Staff with hiring authority will receive training on screening and selection.

Supervision of Youth

To provide a safe environment for minors, the Medina Rec Center strives that a minimum of two adult workers supervise or be in attendance with minors during organization-related activities. The purpose is to avoid one-on-one interactions between adults and minors that are not easily observable by others. Additional guidelines for supervision and interaction with minors include:

- No staff member is permitted to be alone with one child in any closed room (door must be open). One-on-one interactions should occur in public areas only.
- All activities and interactions between staff and minors should be conducted in easily accessible, visible areas. If any staff member is alone with a minor or group of minors in a room with a door, the door must remain open or the door must have a visible window/glass for easy observation from the outside.
- All staff and volunteers must refrain from any inappropriate physical contact with minors. For example, a shoulder hug is a sign of encouragement, but a full-frontal embrace is not appropriate.

Staff members and volunteers should refrain from allowing minors to sit on their laps, having their arms around minors, or any other physical contact that could be misrepresented by someone passing by.

- If a staff member or volunteer finds him/herself alone with a group of children, another staff member should check-in/monitor the area closely. Our goal should always be at least two adult staff members with groups of minors at all times. If a staff member must be alone with a child, that staff member should inform other staff and ask them to randomly drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted.
- Staff will be assigned specific supervision responsibilities and will document the scheduled and periodic sweeps of high-risk areas.
- Staff are prohibited from having interactions with minor participants outside of regularly scheduled program activities unless approved by the Superintendent or Parks Director.
- Staff are prohibited from giving individual gifts to minor participants unless approved by the Rec Center Superintendent or Director and the minor's parent or guardian.

Training Requirements

The Medina Rec Center requires those hiring its employees and supervising its volunteers to review this policy with them prior to them beginning employment and/or volunteering and provide any additional education or training needed to ensure they are able to effectively follow this policy.

<i>Audience</i>	<i>Content</i>	<i>Timetable</i>	<i>Delivery Method</i>
All employees and volunteers with access to participant	Abuse Risk Management	Within 30 days of selection or prior to placement	Live Training or Armatus® Online Training*
All employees and high access volunteers	Prevention of participant-to-participant Abuse	Within 30 days of selection or prior to placement	Live Training or Armatus® Online Training
All employees who make hiring decisions	Screening and Selection	Prior to making hiring decisions	Live Training
All employees who conduct internal investigations	Incident Investigation	Prior to investigations	Live Training
All employees with access to participant	Refresher Abuse Risk Management	At employment or volunteer anniversary date	Live Training or Armatus® Online Training

Code of Conduct

The Code of Conduct outlines specific expectations of the staff and volunteers as we strive to accomplish our mission together. ,

1. Participants will be treated with respect at all times.
2. Participants will be treated fairly regardless of race, sex, sexual orientation, gender identification, age, or religion.
3. Staff and volunteers will adhere to uniform standards of displaying affection as outlined by our organization.
4. Staff and volunteers will avoid affection with participants that cannot be observed by others.
5. Staff and volunteers will adhere to uniform standards of appropriate and inappropriate verbal interactions as outlined by our organization.
6. Staff and volunteers will not stare at or comment on participants' bodies.
7. Staff and volunteers will not date or become romantically involved with participants.
8. Staff and volunteers will not use or be under the influence of alcohol or illegal drugs in the presence of participants.
9. Staff and volunteers will not have sexually oriented materials, including printed or online pornography, on our organization's property.
10. Staff and volunteers will not have secrets with participants and will only give gifts with prior permission.
11. Staff and volunteers will comply with our organization's policies regarding interactions with participants outside of our programs.
12. Staff and volunteers will not engage in inappropriate electronic communication with participants.
13. Staff and volunteers are prohibited from working one-on-one with participants in a private setting. Staff and volunteers will use common areas when working with individual participants.
14. Staff and volunteers will not abuse participants in anyway including (but not limited to) the following:
 - a) *Physical abuse*: hitting, spanking, shaking, slapping, unnecessary restraints
 - b) *Verbal abuse*: degrading, threatening, cursing
 - c) *Sexual abuse*: inappropriate touching, exposing oneself, sexually oriented conversations
 - d) *Mental abuse*: shaming, humiliation, cruelty
 - e) *Neglect*: withholding food, water, shelter
15. Our organization will not tolerate the mistreatment or abuse of one participant by another participant. In addition, our organization will not tolerate any behavior that is classified under the definition of bullying, and to the extent that such actions are disruptive, we will take steps needed to eliminate such behavior.

16. Bullying is aggressive behavior that is intentional, is repeated over time, and involves an imbalance of power or strength. Bullying can take on various forms, including:
- a) *Physical bullying* – when one person engages in physical force against another person, such as by hitting, punching, pushing, kicking, pinching, or restraining another.
 - b) *Verbal bullying* – when someone uses their words to hurt another, such as by belittling or calling another hurtful names.
 - c) *Nonverbal or relational bullying* – when one person manipulates a relationship or desired relationship to harm another person. This includes social exclusion, friendship manipulation, or gossip. This type of bullying also includes intimidating another person by using gestures.
 - d) *Cyberbullying* – the intentional and overt act of aggression toward another person by way of any technological tool, such as email, instant messages, text messages, digital pictures or images, or website postings (including blogs). Cyberbullying can involve:
 - i) Sending mean, vulgar, or threatening messages or images.
 - ii) Posting sensitive, private information about another person.
 - iii) Pretending to be someone else in order to make that person look bad.
 - iv) Intentionally excluding someone from an online group.
 - e) *Hazing* – an activity expected of someone joining or participating in a group that humiliates, degrades, abuses, or endangers that person regardless of that person’s willingness to participate.
 - f) *Sexualized bullying* – when bullying involves behaviors that are sexual in nature. Examples of sexualized bullying behaviors include sexting, bullying that involves exposures of private body parts, and verbal bullying involving sexualized language or innuendos.
 - g) Anyone who sees an act of bullying, and who then encourages it, is engaging in bullying. This policy applies to all participants, staff and volunteers.
17. All staff must follow state specific mandatory reporting requirements. Staff should be trained to be aware of and understand their legal and ethical obligation to recognize and report suspicions of mistreatment and abuse. Staff will:
- a) Be familiar with the symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse.
 - b) Know and follow organization policies and procedures that protect participants against abuse.
 - c) Report suspected child abuse or neglect to the appropriate authorities as required by state mandated reporter laws.
 - d) Follow up to ensure that appropriate action has been taken.
18. Staff and volunteers will report concerns or complaints about other staff, volunteers, adults, or participants to our organization’s supervisor.
19. Our organization cooperates fully with the authorities to investigate all cases of alleged abuse. Any staff or volunteer shall cooperate to the fullest extent possible in any external investigation by outside authorities or internal investigation conducted by the organization or persons given investigative authority by the organization. Failure to cooperate fully may be grounds for termination.
20. Staff and volunteers may not have engaged in or been accused or convicted of participant abuse, indecency with a participant, or injury to a participant.

Critical Incident Management Plan

Immediate Safety after an Incident

- Follow all mandated reporting requirements and contact the authorities as appropriate.
- Where applicable prevent the accused from having access to children until a thorough incident review is completed. Before beginning an internal incident review, verify with local authorities that this will not interfere with their investigation.
- If the accused person is an employee, follow progressive discipline procedures accordingly. This may involve suspending the accused during the investigation.

Initial Communication Plan

- All incidents should be immediately reported to the direct Supervisor and then Rec Center Superintendent or Parks Director. This group is considered the critical incident management team. They will then reach out to City of Medina Law Director.
- All employees are directed not to speak with the media, parents, or patrons. Please send all inquiries to the Rec Center Superintendent or Parks Director.
- As soon as possible the critical incident management team will meet in person with identified victims and or parents / guardians.

Acknowledgement of Sexual Abuse and Molestation Prevention Policy

I have read and agree to comply with the Medina Rec Center's policies regarding sexual abuse and molestation prevention.

Printed Name of Employee

Date

Signature of Employee

REQUEST FOR COUNCIL ACTION

*OK
25th January
03-1-2023*

No. RCA 23 -073-3/13

Committee Health, Safety + Sanitation

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

Mayor's Initials: _____

Guidelines: See information on back of form

Date: March 1, 2023

Amend S+B Code 31.05

Subject: The Salary and Benefits code currently allows for ten (10) full-time dispatchers. I am requesting the addition of one (1) full-time dispatcher for a total of eleven (11) full-time dispatchers and a new appropriation to fund the position.

Summary and Background

On 12/31/2003 we added dispatch services for Montville Township Police Department, Medina Township Police Department, and Medina Township Fire Department. At the time, we handled the extra workload with the a staff of 9 full-time dispatchers. In 2010, the growth of the townships required the addition of a 10th full-time dispatcher. Currently, demand from within the city, continued growth of the contracted townships, and the addition of Lafayette Township police services, requires additional staffing in our communications center to effectively manage the emergency calls. Below is a comparison of activity levels and staffing levels when we assumed dispatch services for outside agencies:

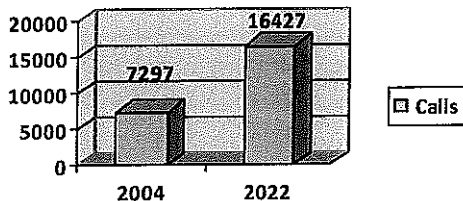
Montville Twp:

Had 9 officers in 2004. Currently they have 16 full-time officers, with one opening, two part-time officers, and three volunteer officers.

2004 Stats: 7,297 calls

2022 Stats: 16,427 calls

Montville Township Police



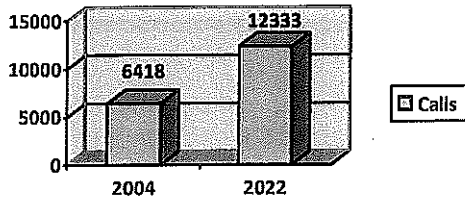
Medina Twp:

Had 8 officers in 2004. Currently they have 11 full-time officers and one part-time officer, with plans to hire several more full-time officer this year.

2004 stats: 6,418 calls

2022 Stats: 12,333 calls

Medina Township Police



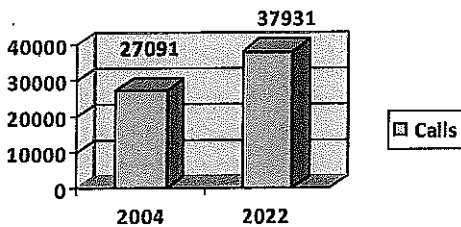
Medina PD:

In 2004 we had 36 officers. Currently, have 37 full-time officers and one part-time officer; with two more full-time officers starting in February 2023 and three openings for a total of 42 full-time officers and one part-time officer.

2004 stats: 27,091 calls

2022 stats: 37,931 calls

Medina Police Department

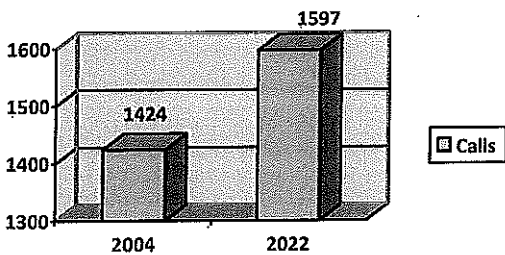


MFD & LST

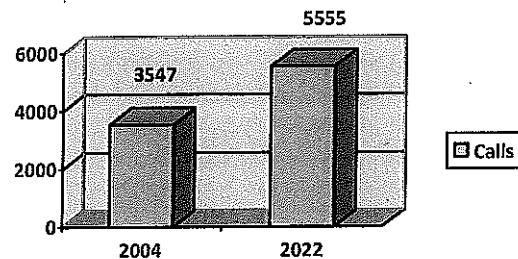
In 2004, MFD responded to 1,424 calls and LST responded to 3,547 calls.

In 2022, MFD responded to 1,597 calls and LST responded to 5,555 calls.

Medina Fire Department



Medina LST



As illustrated, activity and staffing have increased substantially over the past 18 years and require additional staff to manage the workload.

Estimated Cost: \$85,000

Suggested Funding: LST pays 1/3 of the total dispatch budget. Montville Township and Medina Township each pay \$72,625 (2023 rate) per the contractual agreements. Yearly increases for Montville and Medina Townships are contingent to dispatch contract wage increases.

Sufficient Funds in Account No: New Appropriation

Transfer Needed From: To:

New Appropriation Needed: . Yes

Account No: 106-0102 (Associated Personnel Lines)

Emergency Clause Requested:

No Yes If yes, reason:

Council Use Only:

Committee Recommendation:

Council Action Taken:

**Ord./Res.No:
Date:**

1 Turf Technician per contract + 7% Part-time
 Part-time and Seasonal Employees Sec. 31.02(A)(1)&(B)(1) Part-time

*The Director of Parks, Recreation, Cemetery and Forestry is a dual responsibility position covering both the Parks Department and Recreation Center.

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20, 98-21, 111-22, 215-22, 10-23)

POLICE DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>	<u>Classified Service</u>
1	Police Chief	43 A-F	Classified/appointed by Mayor, confirmed by Council
2	Police Lieutenant	20 A-F	Classified
7	Sergeant	per contract	Classified
32	Patrol Officer	per contract	Classified
1	Patrol Officer (part-time)****	per contract	Part-time
10	Communications Operator	per contract	Classified
2	Communication Operator (part-time)*****	Step A of contract	Part-time
1	Administrative Assistant	8 A-F	Classified
1	Administrative Assistant (part-time)	Sec. 31.02(B)(7)	Part-time
1	Parking Meter Attendant (part-time)**	Sec. 31.02(B)(7)	Part-time
4	Records Clerk (part-time)	Sec. 31.02(B)(7)	Part-time
2	Stationary Load Limit Inspector*	Sec. 31.02(B)(7)	Part-time

*Two (2) Stationary Load Limit Inspectors not to exceed forty (40) hours per week combined.

**Parking Meter Attendant may be filled with more than one person not to exceed thirty-five (35) hours.

****Patrol Officer (part-time) not to exceed thirty (30) hours per week.

*****The part-time Communication Operator position shall be a position filled for as long as there are open full-time dispatcher positions available. The part-time Communication Operator position may be filled until such time as full-time Communication's Operators are hired,

REQUEST FOR COUNCIL ACTION

No. RCA 23-074-3/13
Committee: Water + Utilities

FROM: Keith H. Dirham
DATE: Tuesday, February 28, 2023
SUBJECT: Water Rates and Related Items

SUMMARY AND BACKGROUND:

I respectfully request that Council make the following four changes:

1. In section 917.04: Increase the Water Rate effective January 1, 2024, January 1, 2025, January 1, 2026, and January 1, 2027 by the same percentage as the increase in the rate paid by the City of Medina for water purchased from Avon Lake.
2. In section 917.03(b)(2): Amend the reconnection charge to three times the hourly pay rate for a Meter Technician at the top step (currently \$27.41) rounded to the nearest \$25.
3. In section 917.03(b)(3): Amend the deposit for residential customers to four times the minimum monthly bill (currently \$37.08).
4. In section 917.04(d): Increase the key deposit for bulk water customers to \$100.

Note, the final figures from Avon are not yet available. I will pass them along once they are received. I am turning this request in before receiving those because I am assuming that Council will want to have Utility Rate Review Commission consider these changes and I want to get that ball rolling because that process takes a considerable amount of time.

Finally, if Council and/or the Utility Rate Review Commission feel that the increases in the deposit and reconnection charge are too drastic then I recommend the following phase-in procedure:

- January 1, 2024: Deposit increased to \$125, reconnection charge increased to \$75.
- July 1, 2025: Deposit increased to \$150, reconnection charge increased to \$100.
- January 1, 2027: Deposit changed to four times the monthly minimum bill rounded to the nearest \$25, reconnection charge changed to three times the maximum hourly rate for a Meter Technician rounded to the nearest \$25.

Estimated Cost:

Suggested Funding:

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

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

Kathy Patton

From: Keith Dirham
Sent: Tuesday, February 28, 2023 11:57 AM
To: Dennis Hanwell; Council Offices
Cc: Andy Bendel; Nino Piccoli; Patrick Patton
Subject: Report on Avon Lake Regional Water Eastern Transmission Lines Annual Customer Meeting
Attachments: 2023-0209 ETL_Annual_Mtg_Presentation.pdf; ALRW Historical Rates.pdf; Annual Consumption of ALRW Water.pdf; Water Usage chart 1994-2022.pdf

Council and Mayor:

On Thursday, February 9 Avon Lake Regional Water (ALRW) held their Eastern Transmission Lines Annual Customer Meeting at the RLCWA facility near LaGrange, Ohio. I attended for the City along with Service Director Nino Piccoli, Engineer Patrick Patton, and Water Superintendent Andy Bendel. The following report on that meeting has been reviewed by all of us and should be read as our report on that meeting. The meeting was also attended by representatives of the other customers of ETL1 and ETL2 including North Ridgeville, RLCWA, Avon City, and Medina County. Additionally, representatives from ALRW including Chief Utilities Executive Robert Munro and the Chairman of the ALRW Board of Municipal Utilities, John Dzwonczyk were in attendance. I have attached the presentation from that meeting as 2023-0209 ETL_Annual_Mtg_Presentation.

As many of you know, I typically refer to this meeting as the "Rate Increase Meeting" because, in effect, that is what it is. Our contract with ALRW requires that they give us six months notice before a rate increase and typically they use this meeting to give us that notice. The City of Medina currently pays \$2.03 per 1,000 gallons purchased from ALRW. This rate was \$1.04 when the City began purchasing water from (then) Avon Lake Municipal Water in 2002 and has steadily increased to the current \$2.03 which has been in effect since July, 2021. A table listing the rate charged to us over the years is attached as ALRW Historical Rates. The current rate of \$2.03 is composed of three parts:

1. \$1.562 base rate to ALRW: This rate is contractually limited to 10% over what Avon Lake charges their residents.
2. \$0.358 to the ETL2 MOR Fund: The acronyms here stand for Eastern Transmission Line #2 Maintenance, Operation, and Repair Fund. All customers of ETL2 pay this and the monies are placed in a fund used for Maintenance, Operation, and Repair of ETL2. For 2022 this fund had a surplus of about \$500,000 and as of December 31, 2022 this fund had a balance of approximately \$2.8 Million. That may sound like a LOT of money but one needs to understand that breaks on this line are incredibly expensive to fix. Even the simplest break is easily a six-figure repair and just two breaks that occurred a couple years ago cost a combined total of \$1.7 Million to repair.
3. \$0.10 Power Costs: This pays for power for the pump station that pumps water down ETL2 to the Facility on Speith Road.

At the recent meeting ALRW did not formally notify us of a rate increase but that gave us their expected rate increases for the base rate for the years 2024-2027 and informed us that the ETL2 MOR rate would also be increasing but that the exact amount of the increase has not yet been determined. The rates for the base rate portion are expected to increase January 1 of each year from 2024 through 2027 to the following:

- \$1.64 effective 1/1/24, increase of \$0.078 or approximately 5%
- \$1.73 effective 1/1/25, increase of \$0.09 or approximately 5.5%
- 1.80 effective 1/1/26, increase of \$0.07 or approximately 4%
- 1.90 effective 1/1/27, increase of \$0.10 or approximately 5.5%

To provide context for these increases, I have attached a chart of the City of Medina's annual purchases of water from ALRW dating back to 2003. This chart is attached as Annual Consumption of ALRW Water. I have also attached a similar

report from Pat Patton titled Water Usage chart 1994-2022. The City began purchasing water from Avon in mid-2002 but I have omitted 2002 because it was not a full year. Over the 20 full years that the City has purchased water from Avon Lake then ALRW, the City of Medina has purchased between just over one billion and just over 1.2 billion gallons of water per year. Based on that, increases of \$0.07 to \$0.10 per 1,000 gallons will cost the City between about \$70,000 and about \$120,000 per year and the full increase of \$0.338 per 1,000 gallons will increase Medina's annual costs by between approximately \$338,000 and \$406,000 by 2027.

A further meeting is planned for April. At that meeting we expect a few things:

1. A proposed update to the underlying agreement to cover issues raised by Mr. Patton.
2. Formal notice of the base rate increase outlined above.
3. Formal notice of the MOR Rate increases.

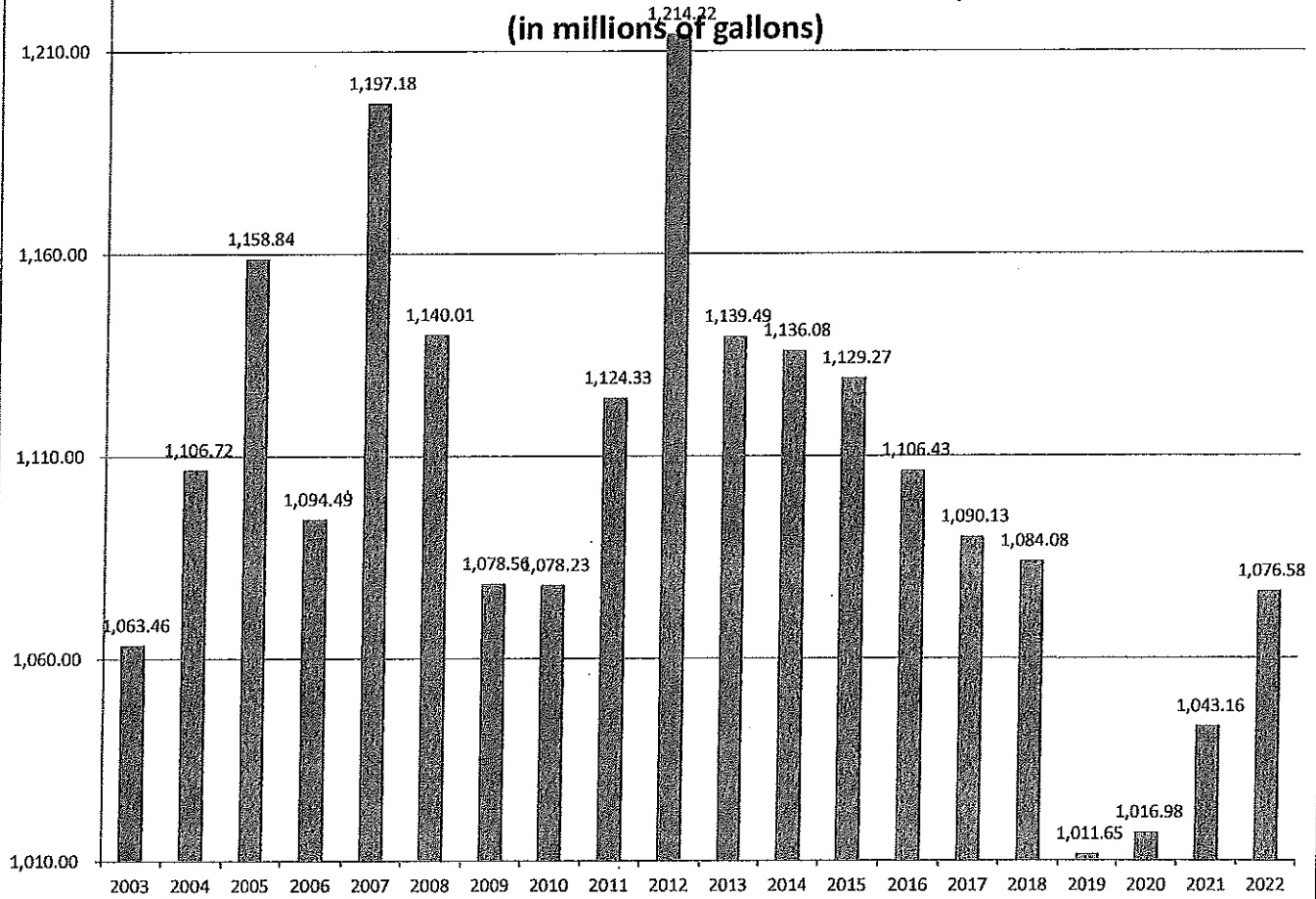
If you have any questions please let me know,

Keith

ALRW Historical Rates

Month	Year	Month, Year	Rate	%	cumulative %
July	2002	July, 2002	\$ 1.04	n/a	0.00%
January	2003	January, 2003	\$ 1.04	0.00%	0.00%
July	2003	July, 2003	\$ 1.04	0.00%	0.00%
January	2004	January, 2004	\$ 1.13	8.65%	8.65%
July	2004	July, 2004	\$ 1.13	0.00%	8.65%
January	2005	January, 2005	\$ 1.13	0.00%	8.65%
July	2005	July, 2005	\$ 1.13	0.00%	8.65%
January	2006	January, 2006	\$ 1.13	0.00%	8.65%
July	2006	July, 2006	\$ 1.13	0.00%	8.65%
January	2007	January, 2007	\$ 1.13	0.00%	8.65%
July	2007	July, 2007	\$ 1.13	0.00%	8.65%
January	2008	January, 2008	\$ 1.19	5.31%	14.42%
July	2008	July, 2008	\$ 1.19	0.00%	14.42%
January	2009	January, 2009	\$ 1.19	0.00%	14.42%
July	2009	July, 2009	\$ 1.19	0.00%	14.42%
January	2010	January, 2010	\$ 1.19	0.00%	14.42%
July	2010	July, 2010	\$ 1.19	0.00%	14.42%
January	2011	January, 2011	\$ 1.19	0.00%	14.42%
July	2011	July, 2011	\$ 1.29	8.40%	24.04%
January	2012	January, 2012	\$ 1.29	0.00%	24.04%
July	2012	July, 2012	\$ 1.41	9.30%	35.58%
January	2013	January, 2013	\$ 1.41	0.00%	35.58%
July	2013	July, 2013	\$ 1.48	4.96%	42.31%
January	2014	January, 2014	\$ 1.48	0.00%	42.31%
July	2014	July, 2014	\$ 1.54	4.05%	48.08%
January	2015	January, 2015	\$ 1.61	4.55%	54.81%
July	2015	July, 2015	\$ 1.64	1.86%	57.69%
January	2016	January, 2016	\$ 1.64	0.00%	57.69%
July	2016	July, 2016	\$ 1.68	2.44%	61.54%
January	2017	January, 2017	\$ 1.68	0.00%	61.54%
July	2017	July, 2017	\$ 1.74	3.57%	67.31%
January	2018	January, 2018	\$ 1.74	0.00%	67.31%
July	2018	July, 2018	\$ 1.79	2.87%	72.12%
January	2019	January, 2019	\$ 1.79	0.00%	72.12%
July	2019	July, 2019	\$ 1.88	5.03%	80.77%
January	2020	January, 2020	\$ 1.88	0.00%	80.77%
July	2020	July, 2020	\$ 1.93	2.66%	85.58%
January	2021	January, 2021	\$ 1.96	1.55%	88.46%
July	2021	July, 2021	\$ 2.03	3.57%	95.19%
January	2022	January, 2022	\$ 2.03	0.00%	95.19%
July	2022	July, 2022	\$ 2.03	0.00%	95.19%
January	2023	January, 2023	\$ 2.03	0.00%	95.19%
July	2023	July, 2023	\$ 2.03	0.00%	95.19%

**Gallons of Water Purchased from Avon Lake Municipal Utilities
(in millions of gallons)**



Summary of Average Daily Water Usage
(million gallons per day)

