

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

March 27, 2023
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 13, 2023)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Gail Houk – Alternative Paths

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 59-23, Ord. 60-23, Ord. 61-23, Ord. 62-23, Ord. 63-23, Ord. 64-23, Ord. 65-23, Ord. 66-23, Ord. 67-23, Ord. 68-23

Ord. 59-23

An Ordinance amending Section 1 of Ordinance No. 203-22, passed November 14, 2022 relative to the West Smith Reconstruction, Phase 4 Project.

Ord. 60-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

(emergency clause requested)

Ord. 61-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

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(emergency clause requested)

Ord. 62-23

An Ordinance authorizing the Mayor to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2022 Community Housing Impact and Preservation Program (CHIP).

(emergency clause requested)

Ord. 63-23

An Ordinance authorizing the expenditure of \$50,000 to Lake County Sewer Co. for the Street Department.

Ord. 64-23

An Ordinance authorizing the Mayor to enter into an agreement with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2023 through March 31, 2024.

(emergency clause requested)

Ord. 65-23

An Ordinance authorizing the Mayor to enter into an agreement with Jackson Dieken Insurance for the City's Cyber Security Liability Insurance for the period of April 1, 2023 through March 31, 2024.

(emergency clause requested)

Ord. 66-23

An Ordinance adopting a Sexual Abuse and Molestation Prevention Policy for the Medina Community Recreation Center.

Ord. 67-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget)

Ord. 68-23

An Ordinance authorizing the Mayor to accept a Limited Warranty Deed for the donation of 10.1478 acres of land being known as Permanent Parcel Number 028-19D-03-124, from West Creek Conservancy to the City of Medina, Ohio, and to execute all related documents.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 13, 2023

Call to Order:

Medina City Council met in regular session on Monday, March 13, 2023 at Medina City Hall. The meeting was called to order at 7:30 p.m. by Council President John Coyne III, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council, R. Haire, B. Lamb, P. Rose, J. Shields, and J. Coyne. J. Hazeltine and D. Simpson were absent.

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

Minutes:

Mr. Shields moved that the minutes from the regular meeting on Monday, February 27, 2023, as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and passed by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, and R. Haire.

Reports of Standing Committees:

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

Health, Safety & Sanitation Committee: Mr. Simpson was absent.

Public Properties Committee: Mr. Shields stated that Public Properties has a meeting scheduled before the Finance Committee on March 27th at 5:15 p.m.

Special Legislation Committee: Mr. Lamb has scheduled two meetings, May 10th at 5:00 p.m. update the Parking Policy, May 15th at 5:00 p.m. consideration of prohibiting feeding of deer, and wild animals.

Streets & Sidewalks Committee: Ms. Haire had no report.

Water & Utilities Committee: Ms. Hazeltine was absent.

Emerging Technologies Committee: Mr. Rose stated the ETAC will meet on March 30th at 5:00 p.m. at City Hall.

Requests for Council Action:

Finance

- 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

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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

Reports of Municipal Officers:

Dennis Hanwell, Mayor, had no report.

Keith Dirham, Finance Director, stated the City of Medina has a municipal income tax, we contract with RITA. www.rita-ohio.com Please remember to file if you are a resident of the city.

Kimberly Marshall, Economic Development Director, had no report.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, had no report.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, was absent.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, stated they are currently still in the middle of the West Smith Road Reconstruction project. Tomorrow the intersection of West Smith Rd. and South Elmwood will be closed for approximately 1 week to allow for the installation of sanitary sewer lines.

Andrew Dutton, Planning and Community Development Director, had no report.

Notices, communications and petitions:

Liquor Permit: Mr. Shields moved not to object to the TREX issuance of a D-1 permit from City Barbeque, LLC dba City Barbeque, 2330 N. Fairfield Rd., Unit B, Beavercreek, Ohio to City Barbeque, LLC 960 N. Court St., Medina. Motion seconded by Mr. Rose and approved by the yea

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votes of P. Rose, J. Shields, J. Coyne, R. Haire, and B. Lamb.

Unfinished Business:

There was none.

Introduction of Visitors:

Stacey Maleckar – Superintendent of the Medina County Board of Developmental Disabilities thanked Medina City and County for their support. Stacey spoke of March being Developmental Disability Awareness Month and brought a copy of their annual report from 2022. Starting a leadership academy for those with developmental disabilities. They are in the process of accepting applications for their scholarship, each year they award \$1,500 scholarship to a graduating senior that has the intent to go into the field that would have a positive impact on people with developmental disabilities.

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 49-23, Ord. 50-23, Ord. 51-23, Ord. 52-23, Ord. 53-23, Ord. 54-23, Ord. 55-23, Ord. 56-23, Ord. 57-23, and Ord. 58-23. Mr. Shields motioned to suspend the rules requiring three readings on tonight's ordinances, seconded by Mr. Rose. The roll was called and passed by the yea votes of J. Shields, J. Coyne, R. Haire, B. Lamb, and P. Rose.

Ord. 49-23

An Ordinance ratifying the agreement between the City of Medina and the International Brotherhood of Teamsters, Local 436. Mr. Shields moved for the adoption of Ordinance/Resolution No. 049-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 049-23, seconded by Mr. Rose. Mayor Hanwell stated that this ordinance and the following Ordinances 50-23, 51-23, and 52-23 are each of our four unions and the only changes to the contracts in each are 3.5% per year for the next years and adding the Juneteenth holiday to the list of holidays within the contract, there is an exception with the communications officers and he will address that when council gets to that ordinance. Emergency is needed for all four ordinances is for backpay. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, R. Haire, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 049-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and J. Coyne.

Ord. 50-23

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Police Sergeants and authorizing the Mayor to execute said Agreement. Mr. Shields moved for the adoption of Ordinance/Resolution No. 050-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 050-23, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 050-23 passed by the yea votes of P. Rose, J. Shields, J. Coyne, R. Haire, and B. Lamb.

Ord. 51-23

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Patrol Officers and authorizing the Mayor to execute said Agreement. Mr. Shields moved for the adoption of Ordinance/Resolution No. 051-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 051-23, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, J. Coyne, R. Haire, B. Lamb, and P. Rose. The roll was called and Ordinance/Resolution No. 051-23 passed by the yea votes of J. Coyne, R. Haire, B. Lamb, P. Rose, and J. Shields.

Ord. 52-23

An Ordinance ratifying the Collective Bargaining Agreement between the City of Medina and the Ohio Patrolmen's Benevolent Association for the Communication Officers and authorizing the Mayor to execute said Agreement. Mr. Shields moved for the adoption of Ordinance/Resolution No. 052-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 052-23, seconded by Mr. Rose. Mayor Hanwell stated in addition to the wages and Juneteenth holiday, this contract also removes the beginning step which does not affect any current employees but it does raise the starting pay. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and J. Coyne. The roll was called and Ordinance/Resolution No. 052-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, and R. Haire.

Ord. 53-23

An Ordinance authorizing the expenditure to Kleinfelder, Inc. for the administration of the PY2022 Community Housing Impact and Preservation (CHIP) Grant Program. Mr. Shields moved for the adoption of Ordinance/Resolution No. 053-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 053-23, seconded by Mr. Rose. Mr. Dutton stated this is a purchase order to set up payment for Kleinfelder Inc. Emergency is requested as the P.O. took some work to set up due to the complexity of the grant. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, J. Coyne, R. Haire, and B. Lamb. The roll was called and Ordinance/Resolution No. 053-23 passed by the yea votes of J. Shields, J. Coyne, R. Haire, B. Lamb, and P. Rose.

Ord. 54-23

An Ordinance amending Ordinance No. 150-22, passed August 22, 2022, relative to payment to AM Plumbing for work performed at the Battered Women's Shelter as part of the CDBG-Target of Opportunity Grant. Mr. Shields moved for the adoption of Ordinance/Resolution No. 054-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 054-23, seconded by Mr. Rose. Mr. Dutton stated this is a change order \$5,507.06 for plumbing work. Emergency is requested as work is underway, nearing completion. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, R. Haire, B. Lamb, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 054-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and J. Coyne.

Ord. 55-23

An Ordinance amending Ordinance No. 104-22, passed May 23, 2022 relative to the Gates Mills Culvert Replacement Project. Mr. Shields moved for the adoption of Ordinance/Resolution No. 055-23, seconded by Mr. Rose. Mr. Patton stated \$15,000 is requested for additional concrete pavement replacement. The roll was called and Ordinance/Resolution No. 055-23 passed by the yea votes of B. Lamb, P. Rose, J. Shields, J. Coyne, and R. Haire.

Ord. 56-23

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation. Mr. Shields moved for the adoption of Ordinance/Resolution No. 056-23, seconded by Mr. Rose. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 056-23, seconded by Mr. Rose. Mr. Dirham stated this is for payment to the County Sanitary Engineers. Emergency is needed as the work has been done. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, J. Coyne, R. Haire, and B. Lamb. The roll was called and Ordinance/Resolution No. 056-23 passed by the yea votes of J. Shields, J. Coyne, R. Haire, B. Lamb, and P. Rose.

Ord. 57-23

An Ordinance authorizing the Finance Director to make certain fund advances. Mr. Shields moved for the adoption of Ordinance/Resolution No. 057-23, seconded by Mr. Rose. Mr. Dirham stated these are advances to cover grants. The roll was called and Ordinance/Resolution No. 057-23 passed by the yea votes of J. Coyne, R. Haire, B. Lamb, P. Rose, and J. Shields.

Ord. 58-23

An Ordinance amending Ordinance No. 221-22, passed December 12, 2022. (Amendments to 2023 Budget) Mr. Shields moved for the adoption of Ordinance/Resolution No. 058-23, seconded by Mr. Rose. Mr. Dirham stated the bulk of these are transfers, and then appropriations. The roll was called and Ordinance/Resolution No. 058-23 passed by the yea votes of R. Haire, B. Lamb, P. Rose, J. Shields, and J. Coyne.

Council comments.

Ms. Haire reminded the public to enjoy St. Patrick Day Holiday, celebrate responsibly and be safe.

Adjournment.

There being no further business, the meeting adjourned at 7:51 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, President of Council

ORDINANCE NO. 59-23

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 203-22, PASSED NOVEMBER 14, 2022 RELATIVE TO THE WEST SMITH RECONSTRUCTION, PHASE 4 PROJECT.

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: Ordinance No. 203-22, passed November 14, 2022 amended the cost of the project breakdown; and

WHEREAS: Change order requests and additional work have caused the project amount to change to \$5,381,000.00

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

SEC. 1: That Section 1 of Ordinance No. 203-22, passed November 14, 2022 is hereby *amended* to include the additional costs and to read as follows:
That the estimated cost of the project, in the amount of **\$5,381,000.00**, is available as follows: **\$2,833,752.00** in Account No. 108-0676-54414 (City share), **\$2,046,590.00** in Account No. 386-0676-54414 (grant), and **\$500,658.00** 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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Acting Mayor

ORDINANCE NO. 60-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #INV4313142 totaling \$33,148.00 to Pioneer Technology Group LLC for the Annual Software Maintenance at Medina Municipal Court from Account No. 167-0705-53321.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 61-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: 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. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice #INV216099 totaling \$8,000.00 to Pioneer Technology Group LLC for 2021 Benchmark Services at Medina Municipal Court from Account No. 167-0705-53321.

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

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 62-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENANT BASED RENTAL ASSISTANCE AGREEMENT WITH THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) FOR THE PY 2022 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2022 Community Housing Impact and Preservation Program (CHIP), subject to City of Medina Law Director’s final approval.

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

SEC. 3: That the funds to cover the agreement in the estimated amount of \$16,000.00 are available in Account No. 139-0460-52215, Activity AC-22-06.

SEC. 4: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

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

ORD. 62-23
EXH. A

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 depositary 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

ORDINANCE NO. 63-23

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$50,000 TO LAKE COUNTY SEWER CO. FOR THE STREET DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$50,000.00 is hereby authorized to Lake County Sewer Co. for the Street Department
- SEC. 2:** That the funds to cover this expenditure in the amount of \$50,000.00 are available in Account No. 102-0620-53319.
- 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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Acting Mayor

ORDINANCE NO. 64-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WICHERT INSURANCE FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2023 THROUGH MARCH 31, 2024, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a contract with Wichert Insurance for the City's Property and General Liability Insurance for the period of April 1, 2023 through March 31, 2024.
- SEC. 2:** That the funds to cover this expenditure in the estimated amount not to exceed \$210,399.00 are available in each appropriate budget.
- 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 the previous agreement expires on March 31, 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 65-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JACKSON DIEKEN INSURANCE FOR THE CITY'S CYBER SECURITY LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2023 THROUGH MARCH 31, 2024, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with Jackson Dieken Insurance for the City's Cyber Security Liability Insurance for the period of April 1, 2023 through March 31, 2024.

SEC. 2: That the funds to cover this expenditure in the amount of \$24,375.00, are available in each appropriate budget.

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 the previous agreement expires on April 13, 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 66-23

AN ORDINANCE ADOPTING A SEXUAL ABUSE AND MOLESTATION PREVENTION POLICY FOR THE MEDINA COMMUNITY RECREATION CENTER.

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

SEC. 1: That the Sexual Abuse and Molestation Prevention Policy for the Medina Community Recreation Center is hereby adopted.

SEC. 2: That a copy of the Sexual Abuse and Molestation Prevention Policy for the Medina Community Recreation Center 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: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

Sexual Abuse and Molestation Prevention Policy for Medina Community Recreation Center

ORD. 66-23
Exh. A

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

ORDINANCE NO. 67-23

**AN ORDINANCE AMENDING ORDINANCE NO. 221-22,
PASSED DECEMBER 12, 2022. (Amendments to 2023 Budget)**

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

SEC. 1: That Ordinance No. 221-22, passed December 12, 2022, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
107-0110-53315 (Donation – Odd Fellows)	1,300.00 *

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 68-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A LIMITED WARRANTY DEED FOR THE DONATION OF 10.1478 ACRES OF LAND BEING KNOWN AS PERMANENT PARCEL NUMBER 028-19D-03-124, FROM WEST CREEK CONSERVANCY TO THE CITY OF MEDINA, OHIO, AND TO EXECUTE ALL RELATED DOCUMENTS.

WHEREAS: Resolution No. 186-22, passed October 11, 2022, supported the West Creek Conservancy’s Clean Ohio Green Space Conservation Program application for the Champion Creek Connector Project; and

WHEREAS: West Creek Conservancy has requested that the City of Medina receive and care for this property into the future.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute all related documents and to accept a Limited Warranty Deed for the donation of 10.1478 acres of land at the corner of E. Smith Road and Guilford Boulevard, being known as Permanent Parcel Number 028-19D-03-124, from West Creek Conservancy to the City of Medina, Ohio.

SEC. 2: That a copy of the Warranty Deed and legal description is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the payment for closing costs, not to exceed \$960.63, is hereby authorized to Innovative Title and Escrow Services, LLC, available in Account No. 104-0301-52215.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

LIMITED WARRANTY DEED

ORD. 68.23
EXH. A

KNOW ALL MEN BY THESE PRESENTS that this Limited Warranty Deed is given as of _____, 2023, by West Creek Conservancy, an Ohio nonprofit corporation (“**Grantor**”), in favor of City of Medina, Ohio (“**Grantee**”). As used in this Limited Warranty Deed, the terms “Grantor” and “Grantee” include those parties’ successors and assigns where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does hereby grant, sell, and convey to Grantee that parcel of land described in Exhibit A attached hereto (“**Property**”). Grantor became vested in the Property pursuant to an instrument previously recorded in the Official Records of Medina County at _____.

TO HAVE AND TO HOLD the Property, with all the easements and the appurtenances thereto, belonging to the use and benefit of Grantee forever, subject to restrictions, conditions and easements of record, zoning ordinances, if any, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor except as herein provided.

Grantor will warrant and defend the Property with the appurtenances thereunto belonging unto Grantee forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand, as of _____, 2023.

Grantor: West Creek Conservancy

By: _____
Derek Schafer, Executive Director

STATE OF OHIO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Derek Schafer, Executive Director of West Creek Conservancy, an Ohio nonprofit corporation, on behalf of such corporation.

Notary Public
My commission expires _____

This Instrument Was Prepared By:
Christopher E. Soukup, Esq.
Ziegler Metzger LLP
1111 Superior Avenue, Suite 1000
Cleveland, Ohio 44114
216.781.5470
fax: 216.781.0714
ces@zieglermetzger.com

LEGAL DESCRIPTION

Situated in the City of Medina, County of Medina, and State of Ohio:
Known as being the whole of Medina City Lot Number 3673.

EXCEPTING THEREFROM:

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

and located in Township 2, Range 14 of The Connecticut Western Reserve, being a part of City Lot 3673, being a 10.2808 acre parcel conveyed to James W. McKee and Nancy D. McKee (herein called the Grantor), recorded in Deed Book Volume 474, Page 952 dated 2-25-1976 of Medina County Recorder's Records, and being described as follows:

Beginning, for reference, at the intersection of the centerline of right-of-way and construction for Guilford Boulevard with the centerline of right-of-way of East Smith Road, located on centerline of right-of-way and construction station 29+00.67 for Guilford Boulevard;

Thence North 62° 18 minutes 49 seconds West, with the centerline of East Smith Road, a distance of 31.38 feet to the Northeasterly corner of said City Lot No. 3673, located 30.00 feet right of centerline of right-of-way and construction station 29+09.88 for Guilford Boulevard;

Thence across East Smith Road and with the Easterly line of said City Lot 3673 and with the Westerly existing right-of-way line of Guilford Boulevard, the following courses:

South 44° 47 minutes 30 seconds West, a distance of 355.12 feet, to an iron pin set on the Westerly right-of-way line of Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 32+65.00 for Guilford Boulevard and being the True Point of Beginning;

Continuing South 44° 47 minutes 30 seconds West, a distance of 145.00 feet, to an iron pin set on the Westerly right-of-way line Guilford Boulevard, located 30.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

Thence across said City Lot 3673 the following courses:

North 45° 12 minutes 30 seconds West, a distance of 40.00 feet, to an iron pin set located 70.00 feet right of centerline of right-of-way and construction station 34+10.00 for Guilford Boulevard;

North 44° 47 minutes 30 seconds East, a distance of 145.00 feet to an iron pin set, located 70.00 feet right of centerline of right-of-way and construction station 32+65.00 Guilford Boulevard;

South 45° 12 minutes 30 seconds East, a distance of 40.00 feet the True Point of Beginning, containing 0.133 acre, more or less, of which 0.000 acre is within the present road occupied and is contained within Auditor's Parcel Number 028-19D-03-006.

All references are to the records of the Recorder's Office, Medina County, Ohio, unless otherwise noted. Iron pins set, as shown on said Right-Of-Way plans, in the above description are 3/8 inch steel rod, thirty (30) inches long with a 2" diameter

EXHIBIT A
(Page 1A of 2)

aluminum cap stamped "EMHT INC. «

The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station network. The portion of the centerline of Gullford Boulevard, having a bearing of South 44° 47' 30" West, is designated the "basis of bearing" for this survey.

This description was prepared by, or under the supervision of Joshua M. Meyer, Registered Surveyor No. 8485, and is based upon record documents and an actual field survey conducted by Evans, Mechwart, Hambleton & Tilton, Inc. in 2017.

Intending to convey, after exception, 10.1478 acres of land, be the same more or less, but subject to all legal highways.

Property Address: East Smith Road

Parcel Number: 028-19D-03-124

EXHIBIT A

(Page 2A of 2)