

## AGENDA

August 23, 2021  
City Hall Rotunda

### Finance Committee (5:30 p.m.)

1. Assignment of Requests for Council Action
2. 21-141-6/28 – Restoration of 10% Budget Cuts
3. 21-148-8/23 – Budget Amendments
  - #2021-022 – Court fees
  - #2021-024 – Sale – Bicentennial Books
  - #2021-023 – Insurance Check #225245785 - Forestry
4. 21-149-8/23 – Then & Now – Central Square/Tritech Software
5. 21-150-8/23 – Amend Ord. 56-15 – Amendment to Wellness Service Agreement
6. 21-151-8/23 – Adopt Uniform Compliance Policies
7. 21-152-8/23 – Contract with OHM Advisors – Community Development
8. 21-153-8/23 – Payment PY18 CHIP – 1995 Hathaway Drive
9. 21-154-8/23 – Authorization to Sign OneOhio Subdivision Participation Form
10. 21-155-8/23 – Agreement w/ Energy Harbor LLC for Electric Aggregation Program
11. 21-156-8/23 – City Auction
12. 21-157-8/23 – Purchase (3) Fleet Vehicles – Service & Engineering
13. 21-158-8/23 – Agreement w/ Commissioners – Backup Chief Building Official Services
14. 21-159-8/23 – Payment – Private Rehabilitation Project 248 Grant St. – PY20 CHIP
15. 21-160-8/23 – Payment Over \$15,000 – Chippewa Roofing – Fire Dept.
16. 21-161-8/23 – Amend Ord. 29-21 and Ord. 143-20 re: Account Numbers
17. 21-162-8/23 – Authorize Mayor to Sign Site Access Agreement Form
18. 21-163-8/23 – Grant Application – Ohio Dept. of Development
19. Discussion: Councilman Rose regarding LIT Communities
20. Executive Session: (imminent litigation)

## REQUESTS FOR COUNCIL ACTION/DISCUSSION

### Finance Committee

- 21-148-8/23 – Budget Amendments
- 21-149-8/23 – Then & Now – Central Square/Tritech Software
- 21-150-8/23 – Amend Ord. 56-15 – Wellness Service Agreement w/ Medina Hospital
- 21-151-8/23 – Adopt Uniform Compliance Policies
- 21-152-8/23 – Contract with OHM Advisors – Community Development Director
- 21-153-8/23 – CHIP Grant Payment – 1995 Hathaway Drive, Brunswick Rehab
- 21-154-8/23 – Authorization to sign OneOhio Subdivision Participation Form
- 21-155-8/23 – Agreement, Electric Aggregation Program w/ Energy Harbor LLC
- 21-156-8/23 – 2021 City Auction
- 21-157-8/23 – Purchase (3) Fleet Vehicles – Service and Engineering Depts.
- 21-158-8/23 – Agreement w/ Commissioners – Reciprocal Backup Chief Building Official Services
- 21-159-8/23 – PY20 CHIP Private Rehabilitation Payment – 248 Grant Street
- 21-160-8/23 – Payment Over \$15,000 – Chippewa Roofing – Fire Dept.
- 21-161-8/23 – Amend Ord. 143-20 & 29-21 – Re: Account Numbers
- 21-162-8/23 – Authorize Mayor to Sign Site Access Agreement Form
- 21-163-8/23 – Grant Application – Ohio Dept. of Development

8/23/21

OK  
Dennis Hanwell  
6-23-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-141-6/28  
Committee: Finance

FROM: Mayor Dennis Hanwell  
DATE: June 23, 2021  
SUBJECT: Restoration of 10% budget cuts

## SUMMARY AND BACKGROUND:

Respectfully request Council restore funds that were cut (10% reduction) from 2020 budget due to concerns of lower tax revenue due to COVID-19. Restoration requested for the following:

- Building Department 001-0430
- Cable TV Fund 144-0730
- Cemetery Department 001-0210
- Economic Development 001-0748
- Engineering 001-0742
- Fire Department 107-0110
- Forestry 001-0420
- Medina Recreation Center 574 Funds
- Parks 104 Funds
- Planning & Zoning 001-0410
- Police 106 Funds
- Service Director 001-0741
- Public Buildings 001-0743
- Street Department 102 and 103 Funds
- Water Department 513 Funds
- Sanitation Department 514 Funds
- Auto Mechanics 676-0746
- Street Lighting 001-0140

IT 388-0714  
6/28/21 - Coyne discussion  
Some # came from CARES  
Act -  
Some Depts didnt get anything

\* Will set another meeting to discuss further.

Detailed requests from each department requesting restoration of cuts are attached.

- 6-28-21 HOLD -

Estimated Cost:

Suggested Funding: Funding will need to be appropriated in the above accounts.

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested:

Reason:

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**Building Department**

10% Budget Cuts due to Covid-19 concerns

If any reimbursements please return to:

General Fund - 001-0430

Line Item 50111 - Straight Time - Carry Forward

A handwritten signature in cursive script, appearing to read "Dan Gladish".

Dan Gladish

## Sherry Crow

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**From:** Jarrod Fry <jfry@medinabees.org>  
**Sent:** Wednesday, June 23, 2021 10:11 AM  
**To:** Sherry Crow  
**Subject:** Re: 10% Budget Cut reimbursement

Sherry,

Yes thanks for the reminder. My account number is 144-0730 Cable Department.

I would request to have my 10% reimbursed so that I can cover costs of salary of employees to cover the shortfalls we face in our five year budget. This is exactly what Council requested of me during my budget hearing.

Thanks,  
Jarrod

On Tue, Jun 22, 2021 at 4:08 PM Sherry Crow <[scrow@medinaoh.org](mailto:scrow@medinaoh.org)> wrote:

Hi Jarrod,

Hope you enjoyed your time off - just a reminder that we need your brief summary requesting the 10% budget cut to be reimbursed. We need to submit RCA by early afternoon on Wednesday.

Thanks,  
Sherry Crow  
Administrative Office Manager/Mayor's Office  
City of Medina  
330-722-9020

--  
Jarrod Fry  
General Manager  
MedinaTV  
330-636-3456  
[jfry@medinabees.org](mailto:jfry@medinabees.org)

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June 21, 2021

Economic Development / Grant Administrator - 001-0748

Budget - 10% Cut Reinstatement Request

**52211 - Education & Travel** would like to restore the \$4,844.00 to this account that was cut from the budget

Potential Travel in October 2021 - International Economic Development Council Annual Summit in Nashville, TN. Estimated costs are \$2,300.00 to include Registration, Hotel, Travel/Airfare, Meals, Parking

Chamber, MCEDC, OEDA Meetings and Webinars

**52214 - Advertising Expense** - would like to restore the \$8,565.00 to this account that was cut from the budget

(See attached sheet with Yellow Highlighted expenses for remainder of the year, will need to transfer funds from another line to cover all these costs).

**52215 - Contractual Services** - would like to restore the \$10,565 to this account that was cut from the budget

Annual Licensing Fee for Salesforce (Lightning Sales Cloud Enterprise Edition) - \$5,300.00

Other items TBD

**\*\* 50111** - Additionally, per council, Barbara's position (Economic Development & Marketing Manager) position is paid for with Carry forward money, so any funds that are not used, will go towards her salary.

Respectfully,



Kimberly Marshall

Economic Development Director

June 18, 2021

Upcoming Advertising Expenses for the remainder of 2021

Medina Magazine Ad	
Double page ad	\$4,395.00
Single page ad	\$2,295.00
Medina County Visitor's Bureau Statewide Publication	
Full page ad	\$950.00
2021-2022 Visitor's Guide	
10,000 copies	\$1,800.00
12,000 copies	\$2,020.00
Site Selectors AD	
Double page spread	\$19,000.00
Cleveland Magazine	
Full page ad	\$5,335
Half page ad	\$2,995.00
Third page ad	\$2,060.00
Quarter page ad	\$1,590.00
Digital banner	\$300.00
Video ad (60 seconds)	\$500.00
Must be hosted on YouTube	
CM Promote Your City Issue June/October	
Full page ad	\$2,500.00
Digital ad	\$250.00
Crain's Cleveland Business	
Eighth page ad onetime	\$1,022.55 per time
Eighth page ad four times	\$920.55 per time
None of these prices include the cost of ad designs.	Estimate: \$2,000.00



## Sherry Crow

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**From:** Patrick Patton  
**Sent:** Wednesday, June 23, 2021 9:06 AM  
**To:** Sherry Crow  
**Subject:** RE: Engineering Budget

Sherry-

Regarding the 10%, I anticipate using the funds for the following:

1. Salary for the Engineering Clerk position
2. Salary for the Engineering Intern position
3. Purchase of a new vehicle to replace the 1997 Ford F250

Let me know if you have any questions, thanks.

Patrick Patton, PE  
City Engineer  
City of Medina, Ohio

Phone: (330) 721-4721  
Email: [ppatton@medinaoh.org](mailto:ppatton@medinaoh.org)  
Website: [www.medinaoh.org](http://www.medinaoh.org)

Medina City Hall / 132 N. Elmwood Avenue / Medina, Ohio 44256



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**From:** Patrick Patton  
**Sent:** Tuesday, June 22, 2021 5:08 PM  
**To:** Sherry Crow <[scrow@medinaoh.org](mailto:scrow@medinaoh.org)>  
**Subject:** Engineering Budget

Hi Sherry-

The Engineering Department would like to request reinstatement of the 10% budget reduction. Our Department is funded by account #001-0742.

Thanks,

Patrick Patton, PE

Medina Fire Department – Account # 107-0110

We are evaluating staffing models that would improve response times to calls for service on Saturday and Sunday. Estimated cost \$ 46,675 / year.

Aging buildings and properties:

- Station 1 complete parking lot replacement. Estimated cost \$ 440,000
- Station 2 driveway repair. Estimated cost \$ 8,000
- Station 3 complete roof replacement. Quoted cost \$ 24,500

Several sets of firefighter personal protective clothing will be expiring over the next three to five years. Total estimated replacement cost is \$ 104,000.

Chief Walters

6/22/21

## Medina Recreation Center

### 2021 Budget Cuts \$249,000 from original 2021 Plan:

o Admin	Cut hiring of new program Specialist	\$82,295	Total	\$101,000
	▪ Cut OT, education, travel	\$6,000		
	▪ Advertising	\$5,000		
	▪ Operating, office, tools	\$8,000		
o Aquatics	Staffing & contractual	\$60,000	Total	\$100,000
	▪ Supplies, chemicals & tools	\$40,000		
o Facility	Staffing – rentals, MOD's		Total	\$16,000
o Guest	Services Staffing – Front desk attendants		Total	\$16,000
o Program	Staffing and instructors		Total	\$16,000

*Plus unanticipated loss of two full time positions at \$11,000 per month for 8 months so far = \$88,000 savings*

### Revenue Replacement: Loss of \$987,000 revenues in 2020 over 2019's totals

#### If Budget cuts Reinstated:

**Rebuild Staffing to recover lost part time positions: Priority:** Increase Facility Monitors and Front Desk staffing!  
Also increase allowable hours for pool manager, marketing, programming part timer staff.

- o Rehire one Full Time staff person when revenues hit 70% of normal year
- o Rehire second Full Time staff person when revenues hit 85-90% of normal year

#### Capital Projects to rebuild revenues and memberships:

**Multipurpose / Aerobics flooring** in 1200 sf meeting room that largely sat empty pre-2020. This will increase our class offerings during peak times, and be open to members for stretching, free weights and our TRX functional training rack when no classes are held. Would add sound system for classes.

Estimated cost: \$15,000

**Reconfigure the front desk and lobby area** to create a more efficient entrance flow and create a gathering area for some of our senior activities. The past year we have converted much of our information systems to an electronic format and do not need such a large storage space. We would rather use that space to give members a more appealing lobby. Needs tile work & new furnishings as well as architect's drawings.

Estimated cost: \$30,000

**Conversion of café area into a Commons area** for birthday parties and social gathering. The area was originally built for food service and has been used for vending since 2006. We would like to redecorate as a permanent party room that customers can reserve for birthday parties, etc. Currently the only party areas are in the front of the building, leading to trails of wet, barefoot children running through the lobby. The location is directly across from the pools and would help alleviate those issues. Requires painting, signage, acoustic panels for sound dampening, and new furnishings to accommodate more party attendees. The area will remain open to members unless reserved. Vending will be moved to the field house where the majority of teens and kids gather.

Estimated cost: \$5,000

**Rebranding and image update for acoustic panels** in 19 year old facility by reupholstering or replacing fabric covered panels that line the lobby and concourse with more modern, upbeat fabric. Prefer to reuse existing panels if possible, but estimate below is for replacement.

Estimated cost: \$12,000

**Rebranding and image update via painting** facility interior with vibrant colors and adding window / door graphics throughout building.

Estimated cost: \$10,000

**Leisure Pool Fun Center atmosphere** upgrade to complement the new jungle themed play feature. Wall murals and faux trees and plants will add to the ambience of the leisure pool. Repaint the underside and support beams of the giant slide to mimic a jungle tree house, and adding accessories that carry the theme and engage families.

Estimated cost: \$10,000

**Fitness Equipment Replacement Project** that will evaluate and replace aging equipment that is original to the building in 2002.

- Treadmills: \$100,000
- Free Weight Equipment: \$75,000
- Selectorized strength equipment: \$75,000
- Various cardio equipment and accessories: \$50,000

Total for all fitness equipment: \$300,000 – the majority to come from Carryforward Funds.

**Meeting room updates** – Convert front admin office large receptionist desk into a staff meeting space by adding conference table and chairs. Upgrade the community room furnishings with rolling stackable tables that can be easily placed in multiple configurations. Currently using folding white plastic tables that usually require two people to carry and set up. Reconfigure back admin office to provide adequate and efficient storage for all program supplies. This may just include moving existing front desk and admin office cabinets to the back office for storage.

Estimated cost: \$8,000

Total for all upgrades to facility with the intent to recapture lost members and appeal to families as well as senior and fitness enthusiasts: \$390,000

## Parks Department 104 Accounts

2021 Budget Cuts \$123,524 from original 2021 Plan:

- Parks Budget Four Accounts Overall
  - Cut staffing \$26,524
  - Parks Operations and Equipment \$7,500
  - Maintenance of Parks Facilities \$14,500
  - Capital Buildings & Equipment \$35,000
  - Sports Fields Maintenance \$40,000

## Cemetery 001-0210 and Forestry 001-0420

Cemetery and Forestry Budgets' Required 10% reductions were taken from Carryforward Funds.

### If Budget cuts Reinstated:

Deferred Capital projects and vehicle/equipment purchases will be made. In all three departments maintenance and care of facilities cannot stop. Reduction in seasonal staff in 2020 has set us behind resulting in a greater need for 2021. Please see attached project list for parks with an estimated cost in excess of 1.5 million.

# City of Medina Parks - Capital Improvements

2019 - 2024

	2019	2020	2021	2022	2023	2024	
<b>Community, Nature &amp; Neighborhood Park Improvements</b>	Improve ditch-RG Upper Replace entry sign- HC, RE, RG, SM Various tree planting Install Memorial Bench at SM Install Permanent RR- SM Drainage improvement-IC	New-concrete-by-permanent-RR-HG Replace entry sign- RM, IC Various tree planting Replace concrete by concession- FG New-concrete-by-permanent-RR-RE Gazebo Painting- Upper- UP	Install more willflower areas Replace entry sign- FG Various tree planting Mountain bike trail wash station-RG Dog Park Surfaces/Fence/Release Powder coat cans - UP	New small playground-ML Various tree planting Bandstand tusk paint- UP New concrete by permanent RR- RE Powder coat trash cans- UP Move dog park-RM	Various tree planting Crushed gravel along nature trail-UP Install permanent RR- ML	Various tree planting	
<b>Equipment</b>	3/4 ton truck purchase Pressure washer purchase Zero steer mower purchase Replace ball diamond groomer	3/4 ton truck purchase Replace Ventrac Replace field-sprayer	3/4 ton truck purchase Purchase new zero steer	3/4 Ton truck purchase Replace ball diamond groomer Replace field sprayer Replace wide area mower Replace zero steer mower	Replace landscape trailer LCF Truck Purchase Replace zero steer mower	3/4 ton truck purchase Replace zero steer mower	
<b>Tennis/Basketball Courts</b>	Crack seal tennis court- KC Paint pickleball court- KC	Replace tennis court-posts-HG		Crack seal basketball court- RM		Resurface tennis court- KC Replace tennis court-post- KC	
<b>Sports Fields</b>	Replace bleachers- RG Rebuild retaining wall RG #6 Build guard rail RG #6	Replace fence capping- RG Replace bleachers- RM Replace players benches- RG, RM	Replace bleachers- RG Replace fence capping- RM	Replace fence capping at RG Paint Bill Dunn Field House	Lights- RG #4		
<b>Parking Lots / Roads</b>	Rear drive paving-RG	Seal/slopes-foam-pave-lot-RM Stripe-parking-lot-lower-RG	Resurface-parking-RG Stripe foundry lot Stripe lot- ML, HC	Patch driveway- HC Resurface- KC Expand parking- RM	Pave parking- RE	Resurface parking- RG	
<b>Trails</b>	Gate-house-trail-from-16-to-Goldcrest	Resurface/Seal-multi-use-path-RG Expand MPT on Reagan Pkwy.	Pave and reroute trail- RM	Resurface/Seal multi-use path- RG	Gravel on trail- KT		
<b>Structures</b>	Pavilion Improvements- Lower RG Wash and stain bridges- RE Construct new pavilion- IC Reagan 6 Dugout/ Concrete Paint Concession stand- RG	Pavilion Ceiling- IC Footbridge replacements- RE Wash and stain pavilion- ML Replace RG driver stand- RG Rebuild RG driver stand- RG Rebuild City bridge- HC	Cut in nature trail from IC to Goldcrest Bill Dunn field house painting- RG Foot bridge replacements- SM Replace RC driver stand- RG Build new seasonal pole barn Reagan 4 concession painting	Replace roof on pole barn- RG CXT Restroom-RE	Replace roof on pole barn- RG CXT Restroom-RE	CXT Restroom- HC	
<b>Staffing</b>	Evaluate staffing needs Seasonal, FT, PT	Evaluate staffing needs- Seasonal Evaluate Turf Tech Position/Anticipated Retirement	Evaluate staffing needs- Seasonal	Evaluate staffing needs- Seasonal	Evaluate staffing needs- Seasonal	Evaluate staffing needs- Seasonal	

**Park Abbreviations**

Reagan = RG	Ken Cleveland = KC	Huffman/Cunningham = HC
Jaycee = JC	Fred Greenwood = FG	Feckley Lot = FL
Kuehn/Todd = KT	Nichols Park = NP	Sophia Victoria Trailhead = SV
	Memorial = ML	
	Uptown = UP	
	Liberty = LY	
	Roscoe Ewing = RE	
	Sycamore = SY	

**Note: This schedule is for planning purposes only. Actual timeline may vary.**  
 Red=Complete  
 Blue=In process




CITY of MEDINA  
Community Development  
Department

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## MEMORANDUM

TO: Mayor Dennis Hanwell

From: Jonathan Mendel, Community Development Director 

Date: June 21, 2021

Subject: 10% 2021 P&Z budget cut replacement (001-410)

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General Fund Account: 001-410

Line

52211 – Education and Travel: return \$1,000 but no specific expenditures planned at this time

52214 – Advertising Expenses: return \$1,000 for code required Bds and Comm public notice requirements for the remainder of 2021 Boards and Commission cases

52215 – Contractual: return \$9,000 in case of additional contractual costs for current Comprehensive Plan creation process with OHM Advisors and Ohio Regional Development Corp's management of CHIP, CDBG-CV and CDBG Allocation grants, especially due to key staff shortages in Community Development





10% PLAN ----- 2021

Service Director Office – 001-0741-\$18,642 Vehicle- Equipment

Public Buildings – 001-0743 \$31,999 Make Whole Deficit from Cares Funding overages

Street Dept.- 102-0145 Traffic Control \$9,143- Equipment/ 102-0545 Leaf Collection-\$10,391-  
Equipment/102- 0610 Street Maint. & Repair \$46,640 Building Improvements/102-0615-Street Cleaning-  
\$35,775- Salt-Equipment/ 102-0620- Storm Sewer \$38,580 -Equipment/ Building Improvements /103-  
0610-\$9,452- Salt

Water Office 513-0531- \$11,286 –Meter Equip/ Upgrades- GIS

Water Distribution-513-0533- \$360,743- Tank Painting / Building Construction

Sanitation Office- 514-0541- \$5,623- Recycling Program

Sanitation Collection- 514-0543- \$ 289, 532- Sanitation Truck/Container Replacements/ Building  
improvements

Auto Mechanics Revolving-676-0746- \$41,469 Shop upgrades /Building improvements

Street Lighting 001-0140- \$21,000 cover State Capital Grant expenditures

IT- DEPARTMENT 10% PLAN

388-0714 FUND

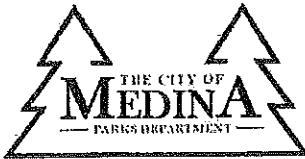
Funds to be used for new Servers in 2022











**CITY OF MEDINA PARKS DEPARTMENT  
INVOICE FOR SERVICES**

132 N. ELMWOOD AVENUE MEDINA, OH 44256

**DATE:** June 29, 2021

**LOCATION:** 340 Lafayette Road Medina, OH 44256

**CUSTOMER:** Troy Seeley

**ADDRESS:** 340 Lafayette Road Medina, OH 44256

**JOB DESCRIPTION:** Traffic accident with property damage at 340 Lafayette Road Incident Report #20-21001945 Claim #0631825210101034. Vehicle attempted to turn left into driveway ran into another vehicle causing damage to an 18" circumference street tree and 22" circumference street tree along Lafayette Road. Per Ordinance 907(d) \*attached\* a fee of \$35.00 for every inch of trunk (measured in circumference) that was damaged and/or removed.

**LABOR**

**MATERIAL**

Hours	Rate	Labor Cost	Description	Material Cost
			Tree replacement for 18" of circumference per Ordinance 907(d)	\$630.00
			Tree replacement for 22" of circumference per Ordinance 907(d)	\$770.00
<b>Labor Total:</b>			<b>Material Total:</b>	<b>\$ 1,400.00</b>

**EQUIPMENT**

	Hours	Rate	Subtotal		Hours	Rate	Subtotal
Maintenance Truck ¾ ton			\$ 0.00	Trench Pump			\$ 0.00
Truck ½ ton			\$ 0.00	Tamper			\$ 0.00
Dump Truck			\$ 0.00	Tractor			\$ 0.00
Back Hoe			\$ 0.00	Grader			\$ 0.00
Electric Welder			\$ 0.00	Chain Saw			\$ 0.00
Concrete Saw			\$ 0.00	Paint Machine			\$ 0.00
Air Compressor			\$ 0.00	Sweeper/Vacuum			\$ 0.00
Chipper			\$ 0.00	Concrete Mixer			\$ 0.00
Tapping Machine			\$ 0.00	Extra Vehicle(s)			\$ 0.00
Earth Auger			\$ 0.00	Miscellaneous			\$ 0.00
<b>Equipment Total:</b>			<b>\$ 0.00</b>				

**TOTAL COST FOR SERVICES: \$ 1,400.00**





# REQUEST FOR COUNCIL ACTION

No. RCA 21-149-8/23  
Committee: Finance + Council

FROM: Edward R. Kinney *ERK*  
DATE: August 9, 2021  
SUBJECT: Authorization of 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 Central Square/Tritech Software, formerly Zuercher Technologies for the Annual Maintenance Fees from 08/13/2020 to 08/12/2021 in the amount of \$34,430.50, this invoice is dated 11/20/2020, however a PO was not created. Portions of the system were not completely operational until recently.

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

## ORC 5705.41 (D) (1):

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

## Estimated Cost:

## Suggested Funding:

- sufficient funds in Account No. 106-0102-52215
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

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

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

*Ord. 135-21  
8-23-21*



# Invoice

Invoice No ( )  
299200

Date  
11/20/2020

Page  
5 of 5

Tritech Software Systems, formerly Zuercher Technologies,  
LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Medina Police, OH  
Medina City PD (OH)  
Chief Edward Kinney  
150 W. Friendship Street  
Medina OH 44256  
United States

**Ship To**  
Medina Police, OH  
Medina City PD (OH)  
Chief Edward Kinney  
150 W. Friendship Street  
Medina OH 44256  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15031	Medina Police, OH		USD	Net 30	8/13/2020

	Description	Units	Rate	Extended
35	ZSuite - Additional Agency IL LEADS/NCIC Interface Annual Ma - Annual Maintenance Fee Zuercher Suite - Additional Agency LEADS/NCIC Interface Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$437.50	\$437.50
36	ZSuite Warm Standby GIS Server - Annual Maintenance Fee Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analyt Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
37	ZSuite Warm Standby NCIC Server - Annual Maintenance Fee Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
38	ZSuite Warm Standby Server - Annual Maintenance Fee Zuercher Suite Warm Standby Server (Dell Server, OS, DBMS, Installation & Testin Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$4,916.00	\$4,916.00

RB 283812

Please include invoice number(s) on your remittance advice,  
made payable to Tritech Software Systems

Subtotal \$34,430.50

Tax \$0.00

**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$34,430.50

Payments Applied \$0.00

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

PO # \_\_\_\_\_ Line # \_\_\_\_\_ Balance Due  
Partial \_\_\_\_\_ Complete \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved: \_\_\_\_\_

**\$34,430.50**



# Invoice

Invoice No ()  
299200

Date  
11/20/2020

Page  
1 of 5

Tritech Software Systems, formerly Zuercher Technologies,  
LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

Medina Police, OH  
Medina City PD (OH)  
Chief Edward Kinney  
150 W. Friendship Street  
Medina OH 44256  
United States

**Ship To**

Medina Police, OH  
Medina City PD (OH)  
Chief Edward Kinney  
150 W. Friendship Street  
Medina OH 44256  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15031	Medina Police, OH		USD	Net 30	8/13/2020

	Description	Units	Rate	Extended
1	Administration Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Administration Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$267.75	\$267.75
2	CAD - emsCharts Interface (Export) Annual Maintenance Fee - Annual Maintenance Fee CAD - EMS Charts Interface (Export) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$825.00	\$825.00
3	CAD - FIREHOUSE RMS Interface (Export) Annual Maintenance Fee - Annual Maintenance Fee CAD - FIREHOUSE RMS Interface (Export) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$825.00	\$825.00
4	CAD - ProQA Platinum-Certified Interface (Import and Export) - Annual Maintenance Fee CAD - ProQA Platinum-Certified Interface (Import and Export) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$2,475.00	\$2,475.00
5	CAD Advanced (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee CAD Advanced (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$843.75	\$843.75
6	CAD Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee CAD Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$2,531.25	\$2,531.25
7	Esri Server License (Esri ArcGIS for Server Workgroup Standard) - Annual Maintenance Fee Esri Server License (Esri ArcGIS for Server Workgroup Standard) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$1,250.00	\$1,250.00
8	Mapping AVL (Agency Site License): Full-Time CAD Workstation - Annual Maintenance Fee Mapping AVL (Agency Site License) for Full-Time CAD Workstations Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$1,125.00	\$1,125.00



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15031	Medina Police, OH		USD	Net 30	8/13/2020

	Description	Units	Rate	Extended
9	Mapping Core Annual Maintenance Fee - Annual Maintenance Fee Mapping Core Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$1,800.00	\$1,800.00
10	Mapping Core (Agency Site License) for Full-Time CAD Worksta - Annual Maintenance Fee Mapping Core (Agency Site License) for Full-Time CAD Workstations Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$1,350.00	\$1,350.00
11	Mobile AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile AVL Maintenance: Start:8/13/2020, End: 8/12/2021	15	\$30.00	\$450.00
12	Mobile AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile AVL Maintenance: Start:8/13/2020, End: 8/12/2021	5	\$30.00	\$150.00
13	Mobile AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile AVL Maintenance: Start:8/13/2020, End: 8/12/2021	6	\$30.00	\$180.00
14	Mobile CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Maintenance: Start:8/13/2020, End: 8/12/2021	15	\$67.50	\$1,012.50
15	Mobile CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Maintenance: Start:8/13/2020, End: 8/12/2021	5	\$67.50	\$337.50
16	Mobile CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile CAD Maintenance: Start:8/13/2020, End: 8/12/2021	6	\$67.50	\$405.00
17	Mobile Core Annual Maintenance Fee - Annual Maintenance Fee Mobile Core Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$750.00	\$750.00
18	Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile Mapping Maintenance: Start:8/13/2020, End: 8/12/2021	15	\$165.00	\$2,475.00



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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15031	Medina Police, OH		USD	Net 30	8/13/2020

	Description	Units	Rate	Extended
19	Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile Mapping Maintenance: Start:8/13/2020, End: 8/12/2021	5	\$165.00	\$825.00
20	Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile Mapping Maintenance: Start:8/13/2020, End: 8/12/2021	6	\$165.00	\$990.00
21	Mobile NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile NCIC Maintenance: Start:8/13/2020, End: 8/12/2021	15	\$0.00	\$0.00
22	Mobile Records Annual Maintenance Fee - Annual Maintenance Fee Mobile Records Maintenance: Start:8/13/2020, End: 8/12/2021	15	\$142.50	\$2,137.50
23	Personnel Advanced (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel Advanced (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$337.95	\$337.95
24	Personnel Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
25	Personnel Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
26	Personnel Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Personnel Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15031	Medina Police, OH		USD	Net 30	8/13/2020

	Description	Units	Rate	Extended
27	Portal - Remote CFS View Pack Annual Maintenance Fee - Annual Maintenance Fee Portal - Remote CFS View Pack Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$873.80	\$873.80
28	Records - Custom Interface Placeholder Annual Maintenance Fee - Annual Maintenance Fee Records - Matrix Prosecutor Interface (Export) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$1,800.00	\$1,800.00
29	Records - N-DEx Adapter (IA IEPD) Annual Maintenance Fee - Annual Maintenance Fee Records - N-DEx Adapter (IA IEPD) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
30	Records - OH Crime Reporting (OIBRS) Interface Annual Maintenance Fee - Annual Maintenance Fee Records - OH Crime Reporting (OIBRS) Interface Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
31	Records Advanced (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Records Advanced (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$765.00	\$765.00
32	Records Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee Records Core (Agency Site License) Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$2,295.00	\$2,295.00
33	Reporting Core Annual Maintenance Fee - Annual Maintenance Fee Reporting Core Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00
34	Reporting Universal Interface Engine Annual Maintenance Fee - Annual Maintenance Fee Reporting Universal Interface Engine Maintenance: Start:8/13/2020, End: 8/12/2021	1	\$0.00	\$0.00

OK  
Annual  
8-17-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-150-8/23

FROM: Medina Community Recreation Center <sup>SW</sup>  
DATE: August 17, 2021  
SUBJECT: Wellness Service Agreement 2022-2024

Committee: Finance

## SUMMARY AND BACKGROUND:

The MCRC is respectfully requesting the Mayor to sign an amendment to the Wellness Services Agreement between Medina Community Recreation Center and Cleveland Clinic Medina Hospital. This is a three-year extension of a contract we have had since 2010. Terms have been renegotiated for 2022, but revert to the original terms in following years.

Please refer to the attached Contract.

Amend Ord 56-15, passed 4-27-15

### 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:

**AMENDMENT TO  
WELLNESS SERVICE AGREEMENT**

This Amendment ("Amendment") is entered into by and between City of Medina on behalf of its Medina Community Recreation Center ("MCRC") and Medina Hospital ("Hospital") effective as of July 1, 2021 ("Amendment Effective Date") and modifies the terms and conditions of the Wellness Service Agreement between MCRC and CCF having an effective date of July 1, 2015, as may be amended from time to time (the "Agreement"), CCF Contract Number CW2476889.

**WHEREAS**, MCRC and Hospital desire to make modifications to the Agreement as set forth in this Amendment;

**NOW THEREFORE**, in consideration of mutual promises herein contained, the parties hereto agree to amend the Agreement as follows:

1. MCRC and Hospital agree to extend the Term of the Agreement through December 31, 2024 unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such Term.
2. Effective as of January 1, 2022, Exhibit A to the Agreement is hereby amended by replacing the schedule of funds to be paid by Hospital to MCRC per section 6 with the schedule of funds attached hereto as Addendum A-1 and incorporated herein.
3. The parties agree that the funds to be paid by Hospital to MCRC from the Amendment Effective Date through December 31, 2021 shall remain as stated in the schedule to Exhibit A to the Agreement entitled "Hospital Wellness Agreement Funds July 1, 2018-June 30, 2019".

Except as modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect. All capitalized words not defined herein shall have the meaning set forth in the Agreement. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment through their duly authorized representatives as of the day and year first above written.

**CITY OF MEDINA**

**MEDINA HOSPITAL**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ADDENDUM A-1

Hospital Wellness Service Agreement Funds with Medina Community Recreation Center  
(MCRC)  
January 2022 – December 2024

Year	Description	Amount
2022	Funds to be released to MCRC	\$15,000
2023	Funds to be released to MCRC	\$20,000
2024	Funds to be released to MCRC	\$20,000

*fully executed*

**ORDINANCE NO. 56-15**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.**

**WHEREAS:** The City of Medina desires to continue as a wellness partner with the Medina Community Recreation Center (MCRC) for certain community events; and

**WHEREAS:** Medina Hospital desires to serve as the official "Wellness Partner" of the MCRC.

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

**SEC. 1:** That the Mayor is hereby authorized to enter into a Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community.

**SEC. 2:** That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is subject to the Law Director's final approval.

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

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

**PASSED:** April 27, 2015

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 28, 2015

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 5675  
EXH. A

## Wellness Service Agreement

This Wellness Services Agreement ("Agreement") is made and entered into as of July 1<sup>st</sup>, 2015, ("Effective Date") between the City of Medina, for its Medina Community Recreation Center ("MCRC"), with its principal place of business at 855 Weymouth Road, Medina Ohio 44256 and Medina Hospital, A Cleveland Clinic Hospital ("Hospital"), located at 1000 E. Washington Street, Medina, Ohio 44256.

WHEREAS, MCRC is an organization in the business of providing recreational services to its local community; and

WHEREAS, Hospital desires to become a wellness partner of certain of MCRC's community services, as described herein, and receive certain marketing and promotional opportunities associated with said services on the terms and conditions set forth in this Agreement; and

WHEREAS, Hospital desires to serve as the official "Wellness Partner" of MCRC;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, Hospital and MCRC agree to as follows:

### 1. SERVICES.

MCRC agrees to provide the wellness benefits and promotional services at the locations and dates set forth and as described on the attached EXHIBIT A, which is hereby incorporated by reference (the "Services").

### 2. Independent Contractor Status.

In the performance of MCRC's obligations under this Agreement, MCRC shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render MCRC or any of its employees, agents, or officers, an employee, joint venture, agent, or partner of Hospital. MCRC is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Hospital, except as specifically set forth herein. The employees, methods, facilities, and equipment of MCRC shall at all times be under MCRC's exclusive direction and control.

### 3. Fees.

Fees and financial support for all Services under this Agreement provided by the parties shall be set forth in Exhibit A. If the Services outlined in Exhibit A are substantially changed, modified, reduced or cancelled, then Hospital shall be entitled to either a refund of the reasonably attributable portion of its wellness fee, or to additional Services from the MCRC in lieu thereof.

### 4. Responsibilities of MCRC

MCRC shall use its best efforts to facilitate and promptly complete the Services. MCRC will determine the methods, details and means of facilitating the Services.

### 5. Conflict of Interest.

Hospital maintains and adheres to a Conflict of Interest Policy. In that connection MCRC represents that no Hospital employees, officers or directors are employees, officers or directors of MCRC or serve on any boards or committees of or in any advisory capacity with MCRC, except as disclosed here in \_\_\_\_\_.

**6. Tax Exempt Status.**

The parties recognize that the Hospital is a non-profit, tax exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with Hospital's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of Hospital and/or any of its exempt affiliates, then Hospital will have the right to terminate this Agreement immediately.

**7. Use of Name.**

Except as required for purposes of performing its obligations under this Agreement, MCRC shall not use the name, logo, likeness, trademarks, image or other intellectual property of Hospital for any advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of Hospital as to each such use.

**8. Confidential Information.**

During the term of this Agreement, MCRC may learn certain confidential information about Hospital's business and/or operations. MCRC agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without Hospital's specific, prior written consent. This section shall survive termination of the Agreement.

**9. Notices.**

All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission if the necessary information for delivery of such is shown below, addressed as follows:

If to Hospital  
Medina Hospital  
Marketing  
1000 E. Washington Street  
Medina, OH 44256  
ATTN: Elle Westenburg

If to MCRC  
Medina Community Recreation Center  
855 Weymouth Road  
Medina, OH 44256  
ATTN: Michael Wright

**10. Non-assignment.**

MCRC shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Hospital.

**11. Jurisdiction and Venue.**

This Agreement shall be governed by the Laws of the State of Ohio, without regard to conflicts of laws, provisions, and any legal action relating, in any way, to this Agreement, shall be brought in the courts sitting in the State of Ohio, County of Medina.

**12. Compliance.**

By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations relating to this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement without further obligation on thirty (30) days written notice to the other party.

**13. General.**

In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Any amendment to this Agreement must be in writing and must be signed by the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

**14. Term and Termination.**

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for three (3) years until June 30<sup>th</sup>, 2018, unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such term.

**15. Sponsorship Opportunity.**

During the Initial or any Renewal Term of this Agreement, MCRC agrees to provide Hospital the first opportunity to be the "official sponsor" for any wellness event, screening, festival, or other program held either at MCRC, or off-site in conjunction with MCRC ("Event"), that is either initiated by MCRC, or proposed to MCRC by a third party, on terms no less favorable to Hospital. Hospital shall have a reasonable period of time to consider and respond to any such Event presented to it by MCRC. If the Hospital accepts the opportunity to sponsor the Event, the parties shall memorialize such acceptance and the details of the Event sponsorship in writing, which states that such Event sponsorship is governed by the terms of the Agreement.

[Remainder of this page intentionally left blank.]

**16. Integration.**

This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior written or oral agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

Medina Hospital, A Cleveland  
Clinic Hospital

By: *Tom Tulisia*

Tom Tulisia  
(print name)

Title: President

Date: 5/25/15

City Of Medina

By: *Dennis Hanwell*

Dennis Hanwell  
(print name)

Title: Mayor

Date: 4-28-15

APPROVED AS TO FORM  
CCF - LAW DEPT.

DATE: 4/17/15 CMSI #: 2476887  
BY: *Robert P. Sprinkle*

Law Director, City Of Medina

By: *Greg Huber*

Greg Huber  
(print name)

**Hopital Wellness Agreement Funds**  
**July 1, 2015 - June 30, 2016**

<i>Date</i>	<i>Item &amp; Description</i>	<i>Actual</i>	<i>Estimate</i>
Jul - jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		\$ 4,000.00
	Direct Mail - 5000-8000 homes		\$ 2,500.00
	Print Ads		
Sep/Oct	Fall Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 150.00
	Prizes		
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		\$ 1,750.00
	Healthy Snacks ~ 50 participants		\$ 300.00
	Equipment		
Sep	Family First Night		\$ 100.00
	Presentation/Handouts		\$ 250.00
	Equipment - boardgames, games, activities		\$ 500.00
	Spaghettl Dinner		
Oct	Senior Day		\$ 300.00
	Healthy Medina Promotional Items		
Nov/Dec	Holiday Series - Cooking		\$ 200.00
	Presentors/Cooking Demonstrations		\$ 300.00
	Food Supplies		\$ 100.00
	Receipe Book		
Jan	Healthy Medina Kickoff		\$ 300.00
	Healthy Medina Promotional Items		
Jan/Feb	Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 250.00
	Prizes/Tshirts		
Mar/Apr	Biggest Loser Competition		\$ -
	Healthy Medina Promotional Items		\$ 200.00
	Scale/measurement tools		\$ 150.00
	Prizes		
Mar/Apr	Couch to 5K		\$ -
	Healthy Medina Promotional items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Mar	Family First Night		\$ 100.00
	Presentation/Handouts		\$ -
	Equipment - boardgames, games, activities		\$ 600.00
	Dinner		
May/Jun	Nutrition Challenge/Healthy Eating		\$ 200.00
	Healthy Medina Promotional items		\$ 150.00
	Prizes		
May/Jun	Couch to 5K		\$ -
	Healthy Medina Promotional items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Jun - Aug	Outdoor Activity Competition - Family		\$ 500.00
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		
Jun	Safety Day / Kids Day		\$ 300.00
	Promotion Items		
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 375.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ 50.00
	Hospital Loga on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC websit		\$ -
			\$ 19,825.00

## EXHIBIT A

### Wellness and Promotional Services and Fees

#### 1. Promotional Services:

Medina Hospital will serve as the official "Wellness Partner" of the MCRC, and the Cleveland Clinic/ Medina Hospital logo shall be used on related MCRC promotional literature, including brochures, pamphlets, postcards, print advertising, website links, email newsletter, promotional giveaways, etc.

#### 2. Signage:

Medina Hospital signage currently displayed at MCRC will remain for the period of the contract.

Signage includes:

- Exterior signage at main entrance to building, under overhang, large brick wall
- Entrance driveway curb on curved wall next to MCRC section - optional
- New interior building signage for Rehab Services
- Entrance to pool and aquatic therapy treatment area
- Community Room A shall be recognized in all literature and room signage as "Medina Hospital Room." This room will be made available to the Hospital for any meetings or health talks the Hospital requests on a priority basis.
- Medina Hospital Health Kiosk near main entrance
- Signage recognizing Medina Hospital on the equipment purchased through previous agreements

#### 3. Screenings:

- Hospital to provide regular screening schedule at MCRC. Education is provided to screening participants.

#### 4. Miscellaneous:

- Hospital staff will provide contributions to the MCRC newsletter, website, etc.
- Hospital Therapy staff to provide quarterly in-services on use of fitness equipment to MCRC fitness room staff.
- Provide graduates of Rehab Services programs with a free one-week pass to the MCRC as an incentive to continue working out and to increase MCRC membership.

#### 5. Fees:

Annual fee for Medina Hospital will be \$20,000 for the Initial Term in 2015 and for any Renewal Term commencing in 2016 and years thereafter.

Fee payments by Hospital shall be due forty five (45) days from receipt of invoice.

#### 6. Use of funds:

The attached spreadsheet outlines the agreed upon schedule of how the annual fee must be used by MCRC during the Initial Term. This outline will serve as a template for each Renewal Term.



**Hopital Wellness Agreement Funds**  
**July 1, 2015 - June 30, 2016**

Date	Item & Description	Actual	Estimate
Jul - Jun	Propel - healthymedina.com platform		\$ 5,000.00
Aug	Marketing Healthy Medina		\$ 4,000.00
	Direct Mail - 5000-8000 homes		\$ 2,500.00
	Print Ads		
Sep/Oct	Fall Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 150.00
	Prizes		
Sep - May	After School Nutrition/Health Program - 1 day per wk/35wks		\$ 1,750.00
	Healthy Snacks ~ 50 participants		\$ 300.00
	Equipment		
Sep	Family First Night		\$ 100.00
	Presentation/Handouts		\$ 250.00
	Equipment - boardgames, games, activities		\$ 500.00
	Spaghetti Dinner		
Oct	Senior Day		\$ 300.00
	Healthy Medina Promotional Items		
Nov/Dec	Holiday Series - Cooking		\$ 200.00
	Presentors/Cooking Demonstrations		\$ 300.00
	Food Supplies		\$ 100.00
	Recipe Book		
Jan	Healthy Medina Kickoff		\$ 300.00
	Healthy Medina Promotional Items		
Jan/Feb	Walk N Talk Challenge		\$ 200.00
	Healthy Medina Promotional Items		\$ 250.00
	Prizes/Tshirts		
Mar/Apr	Biggest Loser Competition		\$ -
	Healthy Medina Promotional Items		\$ 200.00
	Scale/measurement tools		\$ 150.00
	Prizes		
Mar/Apr	Couch to 5K		\$ -
	Healthy Medina Promotional Items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Mar	Family First Night		\$ 300.00
	Presentation/Handouts		\$ -
	Equipment - boardgames, games, activities		\$ 600.00
	Dinner		
May/Jun	Nutrition Challenge/Healthy Eating		\$ 200.00
	Healthy Medina Promotional Items		\$ 150.00
	Prizes		
May/Jun	Couch to 5K		\$ -
	Healthy Medina Promotional Items		\$ 250.00
	pedometer/lap counter		\$ 150.00
	Prizes		
Jun - Aug	Outdoor Activity Competition - Family		\$ 500.00
	Cornhole, Bocce, Disk Golf, Horse Shoes, Tennis		
Jun	Safety Day / Kids Day		\$ 300.00
	Promotion Items		\$ 375.00
	Hospital Logo on Bball Shirts ~ 1250 Kids (.30/screen)		\$ 50.00
	Hospital Logo on Summer Camp Shirts ~ 165 shirts (.30/screen)		\$ -
	Hospital Logo on MCRC Brochures		\$ -
	Hospital Logo with Health related articles for MCRC e-newsletter		\$ -
	Official Wellness Partner link on MCRC website		\$ -
			\$ 19,825.00

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-151-8/23  
Committee: Finance

**FROM:** Keith H. Dirham  
**DATE:** Tuesday, July 13, 2021  
**SUBJECT:** Uniform Compliance Policies

**SUMMARY AND BACKGROUND:**

I respectfully request that the council adopt the attached Uniform Compliance Policies. This is necessary due to grant requirements.

**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:**

## **UNIFORM GUIDANCE COMPLIANCE POLICIES**

### **CITY OF MEDINA**

## **UNIFORM GUIDANCE COMPLIANCE POLICIES**

The Office of Management and Budget's (OMB) has published the final Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (known as the Uniform Grant Guidance or UGG), which consolidated OMB circulars A-21, A-87, A-102 and A122, A-133 into a uniform set of rules. This policy contains the internal controls and grant management standards non-federal entities must use to ensure that all federal funds are lawfully expended. It describes in detail: financial management standards, including appropriate cash management procedures; allowability rules; procurement policies; property management protocols; and record retention requirements.

## **Federal Grant Requirements**

This manual sets forth the policies and procedures used by the City of Medina to administer federal funds. The manual contains the internal controls and grant management standards used by the City of Medina to ensure that all federal funds are lawfully expended. It describes in detail the City of Medina's financial management system, including cash management procedures; procurement policies; inventory management protocols; procedures for determining the allowability of expenditures; time and effort reporting; record retention; and sub-recipient monitoring responsibilities. New employees of the City, as well as incumbent employees, are expected to review this manual to gain familiarity and understanding of the City's rules and practices.

## **Financial Management System**

The City of Medina maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures must be in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award. The standards for financial management systems are found at 2 C.F.R. § 200.302. The required standards include:

### **Identification**

The City of Medina must identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

### **Financial Reporting**

Accurate, current, and complete disclosure of the financial results of each federal award or programs shall be made in accordance with the financial reporting requirements set forth in Uniform Grant Guidance (UGG).

### **Accounting Records**

The City of Medina maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records contain information pertaining to grant or sub grant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.

### **Internal Controls**

Effective control and accountability shall be maintained for all funds, real and personal property, and other assets. The City of Medina adequately safeguards all such property and assures that it is used solely for authorized purposes. "Internal controls" are tools to achieve results and safeguard the integrity programs. Internal controls are designed to provide reasonable assurance that the following objectives are achieved:

- Effectiveness and efficiency of operations;
- Reliability of reporting for internal and external use
- Adequate safeguarding of property;

- Assurance property and money is spent in accordance with grant program and to further the Selected objectives; and
- Compliance with applicable laws and regulations.

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the Compliance Supplement. Finally, the City's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition. The City of Medina shall:

- comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;
- take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- take reasonable measures to safeguard protected "personally identifiable information" (PII) and other information the awarding agency or pass-through entity designated as sensitive or the City considers sensitive consistent with applicable Federal, State, local, and tribal laws and City policies regarding privacy and obligations of confidentiality

PII is defined at 2 C.F.R. 200.79 as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual."

However, the definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.61-61, 200.79, 200.303

- "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States;
- "Internal Control Integrated Framework" (commonly referred to as the Green Book) issued by the Committee of Sponsoring Organizations of the Treadway Commission;
- "Compliance Supplement" issued by the U.S. Office of Management and Budget; and
- Internal control guidance issued by the U.S. Department of Education.

### **Budget Control**

Actual expenditures or outlays are restricted within appropriated/budgeted amounts for each federal award.

## Cash Management

In order to provide reasonable assurance that all assets, including Federal, State and local funds are safeguarded against waste, loss, unauthorized use, or misappropriation, the Finance Director establishes internal controls in the area of cash management.

The City's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the State of Ohio and disbursement by the City, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The City of Medina uses forms and procedures required by the grantor agency or passthrough entity to request payment. The City of Medina shall request grant fund payments in accordance with the provisions of the grant. Additionally, The City of Medina financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Finance Director is authorized to submit requests for reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the City uses a cash advance payment method, the following standards shall apply:

- The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- The City shall make timely payment to contractors in accordance with contract provisions.
- To the extent available, the City shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- The City shall account for the receipt, obligation and expenditure of funds.
- Advance payments will be deposited and maintained in insured accounts whenever possible.
- Advance payments will be maintained in interest bearing accounts unless the following apply:
  - The District receives less than \$120,000 in Federal awards per year.
  - The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
  - The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
  - A foreign government or banking system prohibits or precludes interest bearing accounts.
- Pursuant to Federal law and regulations, the City may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the

Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal agency payment system.

### **Direct and Indirect Costs**

The City of Medina shall maintain written procedures for determining allowability of costs in accordance with Uniform Grant Guidance (UGG).

Determining Whether a Cost is Direct or Indirect: Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 C.F.R. § 200.413(a).

Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. These costs may include general data processing, human resources, utility costs, maintenance, or accounting. 2 C.F.R. § 200.56.

Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. 2 C.F.R. § 200.413(a).

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. 2 C.F.R. § 200.413(b).

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- The costs are not also recovered as indirect costs 2 C.F.R. § 200.413(c).

Applying the Indirect Cost Rate: Once the City of Medina has an approved indirect cost rate, the percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass-through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. 34 C.F.R. § 75.564; 34 C.F.R. § 76.569.

Once the City of Medina applies the approved rate, the funds that may be claimed for indirect costs have no federal accountability and may be used as if they were non-federal funds. For Direct Grants, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions. 34 C.F.R. § 75.564.

Where a federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap must include all direct administrative charges as well as any recovered indirect charges.

## **Overview of the Financial Management/Accounting System**

The City of Medina uses SSI, VIP accounting software, which includes a purchase order system. Under 2 C.F.R. 200.302, a recipient must track the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. Grants are now recorded in the accounting system as federal, state or local by fund.

Reporting is determined by individual grant requirements, often in quarterly, annual and final reporting schedules. Program and financial data is collected by the Auditor, based on deadlines in the awards notice, and forwarded to the funding agency.

## **Determining Allowability of Costs**

Expenditures must be aligned with approved budgeted items. Any changes or variations from the approved budget and grant application need prior approval.

When determining how the City of Medina will spend grant funds, the Project Manager will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All federal funds must meet the standards outlined in 2 CFR Part 3474 and 2 CFR Part 200 (subpart E), which are provided in the bulleted list below. Project Manager must consider these factors when making an allowability determination.

Be Necessary and Reasonable for the performance of the federal award. The City of Medina staff must consider these elements when determining the reasonableness of a cost. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the City of Medina or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the City of Medina, its staff, its visitors, the public at large, and the federal government.
- Whether the City significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. 2 C.F.R. §200.404.

While 2 C.F.R. §200.404 does not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program



objective. A key aspect in determining whether a cost is necessary is whether the City of Medina can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
- Whether the cost is identified in the approved budget or application.
- Whether there is an educational benefit associated with the cost.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses program goals and objectives and is based on program data.

**Allocable to the federal award.**

A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. 2 C.F.R. §200.405. For example, if 50% of an employee's salary is paid with grant funds, then that employee must spend at least 50% of his or her time on the grant program.

**Consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the City of Medina.**

**Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.**

**Consistent treatment.**

- A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.

**Adequately documented.**

- All expenditures must be properly documented.

**Be determined in accordance with general accepted accounting principles (GAAP), unless provided otherwise in Part 200.**

**Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.**

- Some federal program statutes require the non-federal entity to contribute a certain amount of non-federal resources to be eligible for the federal program.

**Be the net of all applicable credits.**

- The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits

accruing to or received by the state relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. 2 C.F.R. §200.406.

- Cost guidelines must be considered when federal grant funds are expended. As provided above, federal rules require state- and organization-level requirements and policies regarding expenditures to be followed as well. For example, state and/or the City of Medina's policies relating to travel or equipment may be narrower than the federal rules, and the stricter State and/or City policies must be followed.
- Likewise, it is possible for the State and/or the City of Medina to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be met for a cost to be allowable. Accordingly, employees must consult federal, State and the City of Medina requirements when spending federal funds.

### Selected Items of Cost

Part 200 examines the allowability of 55 specific cost items (commonly referred to as Selected Items of Cost) at 2 C.F.R. §§ 200.420-200.475. These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Please do not assume that an item is allowable because it is specifically listed in the regulation as it may be unallowable despite its inclusion in the selected items of cost section. The expenditure may be unallowable for a number of reasons, including: the express language of the regulation states the item is unallowable; the terms and conditions of the grant deem the item unallowable; or State/local restrictions dictate that the item is unallowable. The item may also be unallowable because it does not meet one of the cost principles, such as being reasonable because it is considered too expensive. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

The City of Medina staff responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. The City of Medina must follow these rules when charging these specific expenditures to a federal grant. When applicable, the City of Medina staff must check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, City and program-specific rules may deem a cost as unallowable and the City of Medina staff must follow those nonfederal rules as well.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432

Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473

Travel costs	2 CFR § 200.474
Trustees	2 CFR § 200.475

**Travel:**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of a grant recipient. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the recipient's non-federally funded activities and in accordance with the recipient's written travel reimbursement policies. 2 C.F.R §200.474(a).

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the City of Medina in its regular operations as the result of its written travel policy. In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that (1) participation of the individual is necessary to the federal award; and (2) the costs are reasonable and consistent with the City's established policy. 2 C.F.R §200.474(b).

Please refer to the City's policy.

**Helpful Questions for Determining Whether a Cost is Allowable**

In addition to the cost principles and standards described above, the Project Manger can refer to this section for a useful framework when performing an allowability analysis. In order to determine whether federal funds may be used to purchase a specific cost, it is helpful to ask the following questions:

- Is the proposed cost allowable under the relevant program?
- Is the proposed cost consistent with an approved program plan and budget?
- Is the proposed cost consistent with program specific fiscal rules? o For example, the City of Medina may be required to use federal funds only to supplement the amount of funds available from nonfederal (and possibly other federal) sources.
- Is the proposed cost consistent with UGG?
- Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

As a practical matter, Project Manager shall also consider whether the proposed cost is consistent with the underlying needs of the program. For example, program funds must benefit the appropriate population of visitors for which they are allocated.

Also, funds should be targeted to address areas of weakness, as necessary. To make this determination, Program Managers shall review data when making purchases to ensure that federal funds meet these areas of concern.

**Federal Cash Management Policy/Procedures**

The City of Medina will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the City, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the City of Medina receives payment for grants on a reimbursement basis. 2 CFR §200.305.

However, if the City of Medina receives an advance in federal grant funds, the City of Medina will remit interest earned on the advanced payment quarterly to the federal agency, and may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b) (9).

Interest would not accrue if the City of Medina uses nonfederal funds to pay the vendor and/or employees prior to the funds being drawn down from the G5 system, commonly known as a reimbursement.

**Payment Methods**

Reimbursements: the City of Medina will initially charge federal grant expenditures to nonfederal funds.

- The Project Manager, with support from the Finance Department, compiles spending on the grant, usually quarterly, to be forwarded to the Treasurer to prepare a cash request. Templates are provided by the funder to bill for cost reimbursements. The Project Manager sends the cash request, with supporting documents, to the grant funder. Payments by ACH are usually set up beforehand with the funding agency to receive a test payment.

The City of Medina will request reimbursement for actual expenditures incurred under the federal grants as specified in the grant agreement. Reimbursement requests will be submitted on forms provided by the grantor. All reimbursements are based on actual disbursements, not on obligations.

Consistent with state and federal requirements, the City of Medina will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the grantor’s review upon request.

Reimbursements of actual expenditures do not require interest calculations.

Advances: To the extent the City of Medina receives advance payments of federal grant funds; the City will strive to expend the federal funds on allowable expenditures as expeditiously as possible.

**Timely Obligation of Funds**

Obligations are orders placed for property and services, contracts and sub awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period. 34 C.F.R. § 200.71

The following table illustrates when funds are determined to be obligated under federal regulations:

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the City of Medina makes a binding written commitment to acquire the property
Personal services by an employee of the City of Medina	When the services are performed

Personal services by a contractor who is not an employee	On the date which the City of Medina makes a binding written commitment to obtain the services
Public utility services	When the City of Medina receives the services
Travel	When the travel is taken
Rental of property	When the City of Medina uses the property
A pre-agreement cost that was property approved in the grant agreement under 2 CFR part 200, Subpart E- Cost Principles	On the first day of the project period

34 C.F.R. §75.707; 34 C.F.R. §76.707.

### **Period of Performance of Federal Funds**

All obligations must occur on or between the beginning and ending dates of the grant project. 2 C.F.R. §200.309. This period of time is known as the period of performance. 2 C.F.R. §200.309. The period of performance is dictated by statute and will be indicated in the GAN. Further, certain grants have specific requirements for carryover funds that must be adhered to.

**State-Administered Grants:** As a general rule, state-administered federal funds are available for obligation within the year that Congress appropriates the funds for.

**Direct Grants:** In general, the period of availability for funds authorized under direct grants is identified in the GAN.

For both state-administered and direct grants, regardless of the period of availability, the City of Medina must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized. 2 C.F.R. § 200.343(b). Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency. 2 C.F.R. § 200.343(d). Consequently, the City of Medina closely monitors grant spending throughout the grant cycle.

Requests for extensions can be submitted by the Project Manager if needed to finish the grant project. The Project Manager can determine the need for an extension in consultation with the Finance Director.

### **Program Income**

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance. 2 C.F.R. § 200.80.

Program income includes, but is not limited to the following:

- Income from fees for services performed,
- The use or rental of real or personal property acquired under federal awards,
- The sale of commodities or items fabricated under a federal award,
- License fees and royalties on patents and copyrights, and
- Principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income.

Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. 2 C.F.R. § 200.80. Additionally, taxes, special assessments, levies, fines, and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income. 2 C.F.R. § 200.307.

The default method for the use of program income for the City of Medina is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the City of Medina is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e) (1). The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e) (2).

While the deduction method is the default method, the City of Medina always refers to the GAN prior to determining the appropriate use of program income.

## **Procurement System**

### **Purchasing Guidelines**

In addition to federal requirements, the City of Medina must also follow both state and local procurement rules. State and local procurement rules are often stricter than federal requirements.

#### **Purchases up to \$1,500 (Micro-Purchases without bids, but strong internal control to determine that a price is reasonable)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount (not per unit) of which does not exceed \$3,000. The micropurchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

#### **Best Practices**

Note: The Federal min requirement is up to \$3,000; however, it is considered to be a good practice to implement a strong internal control over compliance requirements which allows maintaining accountability over purchased assets. 2 C.F.R. § 200.62(a) (2).

#### **Purchases between \$1,500 and \$25,000 (no sealed bids, but quotations are obtained from at least three qualified sources)**

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000. If small purchase procedures are used, price or rate quotations are obtained from an adequate number of qualified sources.

#### **Purchases over \$25,000**

##### **Sealed Bids (Formal Advertising)**

For purchases over \$25,000, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publically advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be opened publicly at the time and place prescribed in the invitation for bids;
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder;
- Council approval is required for all purchases \$50,000 and over, documented in Council Minutes.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

### **Competitive Proposals**

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources; and
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- If proposal is \$50,000 or more, it must receive Council approval.

The City of Medina may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) or other professional services whereby competitors' qualifications are



evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

#### **Noncompetitive Proposals (Sole Sourcing)**

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City of Medina; or
- After solicitation of a number of sources, competition is determined inadequate.
- If proposal is \$50,000 or more, it must receive Council approval.

#### **Full and Open Competition**

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Further considerations to ensure adequate competition shall be followed:

#### **Geographical Preferences Prohibited**

The City of Medina shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### **Prequalified Lists**

The City of Medina must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open

and free competition. Also, the City of Medina must not preclude potential bidders from qualifying during the solicitation period.

#### **Solicitation Language**

The City of Medina must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offers must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R § 200.319(c).

#### **Federal Procurement System Standards**

##### **Avoiding Acquisition of Unnecessary or Duplicative Items**

The City of Medina must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds.

##### **Use of Intergovernmental Agreements**

To foster greater economy and efficiency, the City of Medina enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

##### **Debarment and Suspension**

The City of Medina awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The City of Medina may not subcontract with or award sub grants to any person or company who is debarred or suspended. For all contracts over \$25,000, the City of Medina verifies that the vendor with whom the City intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II (1) and 2 C.F.R. § 180.220 and § 180.300.

The Finance department and/or the Project Manager verifies vendors are in compliance before setting up the vendor in the accounting system.

#### **Maintenance of Procurement Records**

The City of Medina must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

#### **Conflict of Interest Requirements**

##### **Standards of Conduct**

In accordance with 2 C.F.R. § 200.18(c)(1), the City of Medina maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Council minutes shall reflect recusal by Council members for votes they abstain from.

The officers, employees, and agents of the City of Medina may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. An example of a gift of nominal value would be logo items such as pens or coffee mugs from a vendor.

The Ohio Ethics Law Overview is distributed to all new City of Medina staff within 15 days of employment, which address conflicts of interest as well as other ethics and safety concerns. Procedures for reporting conflicts of interest, both real and potential, include reporting to organizational chain of command, directly to the Director of Safety and Service of the City, the Law Director, any member of the Finance department or to an Elected Official. They may also be reported anonymously to the Ohio Ethics Commission at (614) 466-7900 or [www.ethics.ohio.gov](http://www.ethics.ohio.gov)

A signed certification is required from employees acknowledging City of Medina ethics policy and returned to Finance office.

##### **Mandatory Disclosure**

Upon discovery of any potential conflict, the City of Medina will disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy.

##### **Contract Administration**

The City of Medina maintains the oversight and proper segregation of duties to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

## **Property Management Systems**

### **Property Classifications**

The following property classifications are found in federal law.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the City of Medina for financial statement purposes, or \$5,000. 2 C.F.R. § 200.33.

**Supplies** means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the City of Medina for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. § 200.94.

**Computing devices** means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. § 200.20.

**Capital assets** means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. § 200.12.

### **Maintenance**

In accordance with 2 C.F.R. § 313(d) (4), the City of Medina maintains adequate maintenance procedures to ensure that property is kept in good condition. The Department Head tracks and records maintenance of all equipment into the City of Medina capital asset inventory system.

### **Lost or Stolen Items**

The City maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

### **Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the City will not

encumber the property without prior approval of the federal awarding agency and the pass-through entity.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the federal awarding agency that financed the equipment. Second preference is given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally funded programs or projects is also permissible.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority: (1) activities under a federal award from the federal awarding agency which funded the original program or project; then (2) activities under federal awards from other federal awarding agencies.

### **Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Project Manager will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds. If acquiring replacement equipment, the City of Medina may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

### **Written Compensation Policies (Time and Effort)**

#### **Time and Effort**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;

- Encompass both federally assisted and all other activities compensated by the City of Medina on an integrated basis;
- Comply with the established accounting policies and practices of the City of Medina; and,
- Support the distribution of the employee's salary or wages among specific activities or costs objectives.

### **Reconciliation and Closeout Procedures**

Budget estimates may be used for interim accounting purposes; however, there is a requirement to identify and enter into the records in a timely manner any significant changes in the corresponding work activity. There must be a system of internal controls to review after-the-fact interim charges made to a Federal award based on budget estimates. All necessary adjustments must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

As requests for reimbursements and reports are processed, payroll documentation is reviewed and adjusted as necessary.

The allowability of various types of personnel compensation costs is dependent on whether they are spent in accordance with written policies and procedures. For example, the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as annual leave, sick leave, or holidays, is allowable if, among other criteria, the costs are provided under established written leave policies. In compliance with these requirements, the City of Medina policies cover (1) how employees are hired (2 CFR §200.430(a)(2)); (2) the extent to which employees may provide professional services outside the City (2 CFR §200.430(c)); (3) the provision of fringe benefits, including leave and insurance, (2 CFR §200.431)); (4) the use of recruiting expenses to attract personnel (2 CFR §200.463(b)); and (5) reimbursement for relocations costs. 2 CFR §200.464.

### **Record Keeping**

#### **Record Retention**

The City of Medina maintains all records that fully show: (1) the amount of funds under the grant or sub grant; (2) how the sub grantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. § 76.730-.731 and § 75.730-.731. The City also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

#### **Collection and Transmission of Records**

Payroll and purchase order records are kept electronically and payment records of invoices are maintained as paper copies in the Finance department. Records are provided to awarding agencies in the format requested to meet reporting requirements. If the records are kept electronically, 2 C.F.R. § 200.335 allows recipients to transmit them electronically, meaning there's no need to make paper copies.

#### **Access to Records**

The City of Medina provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the City of Medina which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to City's personnel for the purpose of interview and discussion related to such documents.

#### Grants Filing System

Within the Grants Folder, there would be the following sub-folders

##### Current Grants

- Funded Grants
- Pending Grants
- Declined Grants
- Administration

Each project folder will use standard terminology such as 06022017.CMAQ.Trail Projects (Due Date.Funding Agency.Project)

While in the proposal development stage, each project will have a folder with the following sub-folders.

- RFA
- Application
- Narrative
- Budget
- Personnel
- Supporting Documentation
  - Letters of Support
  - Other Attachments
- FINAL

Once awarded, the funded project folder would have the following sub-folders

- Pre-award Files
- Contract-Award
- Budget Tracking
- Expenses
- Receipts
- Fiscal Reports - Invoices
- Program Reports
- Correspondence

Other folders may be created as necessary due to the unique nature of each project but as a general rule each project folder should look the same.

#### Legal Authorities and Helpful Resources

The following documents contain relevant grants management requirements. Staff should be familiar with these materials and consult them when making decisions related to the federal grant.

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200)

- <http://www.ecfr.gov/cgi-bin/textidx?SID=ccccf77e01c9e6d4b3a377815f411704&node=pt2.1.200&rgn=div5>

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 3474)

- [http://www.ecfr.gov/cgi-bin/textidx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/ecfrbrowse/Title02/2cfr3474\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/textidx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/ecfrbrowse/Title02/2cfr3474_main_02.tpl)

Federal program statutes, regulations, and guidance

- <https://www.epa.gov/>
- <https://www.fsw.gov/>

State regulations, rules, and policies

- <http://www.ohio.gov>
- <http://www.ohiodnr.gov>
- <http://www.epa.state.oh.us>

The City of Medina regulations, rules, and policies

- [City rules and regulations](#)



OK  
D Hanwell  
7-26-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-152-8/23

FROM: Mayor Dennis Hanwell  
DATE: July 26, 2021  
SUBJECT: Contract with OHM Advisors

Committee: Finance

**SUMMARY AND BACKGROUND:**

Respectfully request Council to authorize the Mayor to sign a contract for Planning and Zoning services during the vacancy of the Community Development Director. Respectfully ask that this approval be retroactive to July 26, 2021 when authorized by Board of Control due to exigency in getting this contract in place. An amount not to exceed \$8,000 was approved on July 26, 2021 by the Board of Control. This amount may need to be increased by Council depending on the hiring and selection process for this vacant position. We will know better upon Council's return on August 23, 2021.

Vendor number for OHM Advisors is O00612

Estimated Cost:TBD

Suggested Funding:

- Sufficient funds in Account No. 001-0410-52215
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: TBD

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Greg Huber

---

**From:** Aaron Domini <Aaron.Domini@ohm-advisors.com>  
**Sent:** Friday, July 23, 2021 10:27 AM  
**To:** Kimberly Marshall; ghuber@gambit.net  
**Subject:** planning proposal  
**Attachments:** OHM Proposal for City of Medina\_Planning & Zoning Review Services\_21209.pdf

Greg,

Nice talking with you this morning. Attached is the proposal for as needed planning services. I apologize if this did not make it through. Please review at your convenience. We are ready to jump in an assist right of way. Arthur, copied here can coordinate a visit next week to pick up the packet and visit the site. We will work together on the review and letter.

Once you have a chance to review the letter, and if it meets your need, please send us back a signed copy, or mark up with your questions or comments.

**AARON DOMINI**  
PRINCIPAL

OHM Advisors®  
D (614) 474-1114 C (614) 843-0862 O (614) 418-0600  
*Advancing Communities®*

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Awards: **Winning By Design: Engineering News-Record (ENR)'s Top 500 Design Firms, 2020** | **Gallup Exceptional Workplace Award 2020** | **Zweig Group Hot Firm List, 2020** | **Zweig Group Best Firms to Work For, 2020**

July 19, 2021

Dennis Hanwell  
Mayor  
City of Medina  
132 North Elmwood Avenue, P.O. Box 703  
Medina, OH 44258-0703

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RE: **City of Medina Professional Planning & Zoning Review Services**  
Proposal #21209

Dear Mayor Hanwell:

Thank you for the opportunity to provide professional planning and zoning review services for the City of Medina. The following letter proposal represents our understanding of the needs of the City of Medina.

**Proposal Outline**

Proposal Outline.....1

Identification.....1

Work Plan.....2

Rate Schedule.....2

Contract Term.....3

Termination Clause.....3

Client Responsibilities.....3

Authorization.....3

Standard Terms & Conditions.....4

**Identification**

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Medina, Medina County, Ohio
- “Engineer” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

**Work Plan**

Our work plan includes the tasks required to complete professional planning and zoning reviews. Specific tasks to complete this project are as follows:

Task #1: Onboarding

- OHM Advisors will go through and perform an initial onboarding process to review application submission procedures, timelines, boards and commissions standards, codified ordinances and meet with appropriate city staff.

Task #2: Professional Planning and Zoning Review

- OHM Advisors will perform professional planning and zoning review for development applications on a required basis. The review of all plan submissions will include a written report with observations, infractions, and recommendations based on the adopted comprehensive plan and City codified ordinances.

Task #3: Boards and Commissions

- OHM Advisors will attend the Historic Preservation Board, Board of Zoning Appeals, and Planning Commission meetings, as requested by the client, to present the written report and respond to questions from the applicants and board or commission members.

**Rate Schedule**

OHM Advisors will provide the services as outlined in the work plan in accordance with the following fee schedule. The tasks will be billed on an hourly basis, not to exceed \$4,000 a month. These will be invoiced per the Standard Terms and Conditions.

Task	Cost
Task 1	\$ 4,000
Tasks 2 & 3*	
<i>Reviewer Level</i>	<i>2021 rates/hr</i>
<i>Professional Reviewer III</i>	<i>\$ 140</i>
<i>Professional Reviewer II</i>	<i>\$ 118</i>
<i>Professional Reviewer I</i>	<i>\$ 100</i>

\*Note: These tasks will be performed on an hourly basis not to exceed \$4,000 a month.

**Contract Term**

Contract shall commence on date executed below and terminate on December 31, 2021.

**Termination Clause**

Upon 90 days advance written notice, either contracted party City of Medina may request termination of the contract. The Termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. All contract requirements and payment requirements shall apply through the final date of termination.

### Client Responsibilities

- 1. The City of Medina will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- 2. The City of Medina will provide all the necessary documents and plans to OHM Advisors in order to perform the necessary Professional Planning and Zoning Reviews.

### Authorization and Acceptance

Thank you for this opportunity! If this proposal is acceptable to you, your signature on the signature line below, with a copy returned, will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions (Exhibit 'A') and the other attachments will form our agreement. Please do not hesitate to contact me directly at 614-843-0862 with any questions or for additional information.

### Standard Terms & Conditions

See Attached – Exhibit A.

### Covid-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises, and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Township, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Township have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Township's staff to develop a plan to deal with unforeseen issues.

Sincerely,  
OHM Advisors

Authorization to Proceed:  
City of Medina

---

Aaron Domini, Principal  
Aaron.domini@ohm-advisors.com  
D: 614.843.0862

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. **JOB SITE SAFETY.** Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. **CONTRACTOR SUBMITTALS.** If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. **CONSTRUCTION OBSERVATION.** If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. **HAZARDOUS MATERIALS.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. **WAIVER OF SUBROGATION.** The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. **THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. **CODE REVIEW/ACCESSIBILITY.** In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. **DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

# REQUEST FOR COUNCIL ACTION

No. RCA 21-153-8/23  
Committee: Finance

**FROM:** Barbara Dzur  
**DATE:** August 3, 2020  
**SUBJECT:** Payment for PY 18 with Emergency Clause

## SUMMARY AND BACKGROUND:

**An Ordinance authorizing the payment to Absolute Construction for the private home rehabilitation at 1995 Hathaway Drive, Brunswick, Ohio as part of the PY18 CHIP Grant program and declaring an emergency.**

The payment of \$55,052 is requested for Absolute Construction for the private home rehabilitation at 1995 Hathaway Drive, Brunswick, Ohio at part of the PY18 CHIP Grant Program, Activity #AC-18-06.

That the funds to cover this payment in the amount of \$55,052 are available in Account No. 139-0458-52215.

That in accordance with the 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.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of the 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.

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.

**Estimated Cost: \$55,052**

### Suggested Funding:

- sufficient funds in Account No. 139-0458-52215
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes  
Reason: PY18 CHIP Grant must be concluded by September 30, 2021

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



ok  
D. Hanwell  
8-6-2021

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-154.8/23  
Committee: Finance + Council

FROM: Mayor Dennis Hanwell

DATE: August 6, 2021

SUBJECT: Authorization to sign OneOhio Subdivision Participation Form

**SUMMARY AND BACKGROUND:**

Respectfully request Council to authorize the Mayor to sign the OneOhio Subdivision Participation Form retroactive to August 6, 2021. This was passed by Board of Control on August 6, 2021, signed and returned due to deadline. This permits the City to participate in the National Distributor Settlement in Federal Court against the distributors of opiates.

It will be necessary to be considered and passed by both the Finance Committee and Medina City Council on Monday, August 23, 2021. It will also need the Emergency Clause due to filing date being past while Council was on summer recess.

Estimated Cost: 0

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: See above

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Res. 133-21  
8-23-21

### OneOhio Subdivision Participation Form

Governmental Entity: City of Medina	State: Ohio
Authorized Official: Dennis Hanwell, Mayor	
Address 1: 132 North Elmwood Avenue	
Address 2:	
City, State, Zip: Medina, OH 44256	
Phone: 330-722-9020	
Email: dhanwell@medinaoh.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

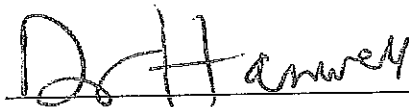
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature:   
Name: Dennis Hanwell  
Title: Mayor  
Date: August 6, 2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-155-8/23  
Committee: Finance

FROM: Nino Piccoli, Service Director  
DATE: August 11, 2021  
SUBJECT: **Electric Aggregation Program**

## SUMMARY AND BACKGROUND:

I hereby respectfully request Council's consideration and authorization to enter into an agreement Energy Harbor LLC for the purpose of providing Services with respect to the City of Medina Electric Aggregation Program.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

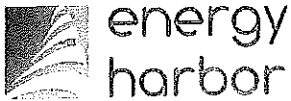
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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



## Second Amendment

### To Master Agreement To Provide Services To An Aggregated Group

Between

**City of Medina, Medina County, Ohio**

and

**Energy Harbor LLC**

This Second Amendment (“Amendment”) is entered into this \_\_\_\_ day of August, 2021 (“Effective Date”), by and between **City of Medina, Ohio** (“Community”), an Ohio municipality in the county of Medina and governmental aggregator organized and existing under the laws of the State of Ohio and **Energy Harbor LLC** (“Energy Harbor”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 (together, the “Parties”).

#### RECITALS

**WHEREAS**, on February 27, 2020, FirstEnergy Solutions Corp. converted from an Ohio corporation to a Delaware limited liability company, changing its name to Energy Harbor LLC;

**WHEREAS**, Energy Harbor and Community are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated August 16, 2010, as amended by the First Amendment dated November 14, 2017 (together, the “Agreement”); and

**WHEREAS**, the Parties have mutually agreed to renew the Agreement for the Term beginning with December 2021 meter read dates through December 2024 meter read dates (“Renewal Term”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term’s **Second Amendment Attachment A to Master Agreement Between City of Medina, Ohio and Energy Harbor LLC August 2021** attached.
2. All other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

**Energy Harbor LLC:**

**City of Medina, Ohio:**

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Second Amendment Attachment A to Master Agreement**

Between

**City of Medina, Ohio and Energy Harbor LLC**

**August 2021**

**Pricing and Other Conditions to Retail Generation Service Offer**

**Term:**

Beginning with December 2021 meter read dates through December 2024 meter read dates

**Pricing:**

4.71 ¢ per kWh

**EDU:**

Ohio Edison (OE)

**Eligible Rate Codes:**

Standard Residential Rate (RS)  
General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.



**Termination Fee:**

None

**Civic Grant:**

Supplier shall pay a grant to Community on an annual basis in the amount equal to \$5 per Participating Customers enrolled in the program. The grant shall be payable beginning in February 2022 after completion of enrollments and annually thereafter throughout the above Term.

**Administrative Services:**

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Prepare the required PUCO reports and on-going certification documents.
- Conduct supplemental opt-out mailings on a periodic basis.

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-156.8/23

Committee: Finance

FROM: Nino Piccoli, Service Director  
DATE: August 11, 2021  
SUBJECT: City Auction

**SUMMARY AND BACKGROUND:**

Respectfully request Council to authorize the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer in use. A complete list of inventory will be submitted to Council for approval.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: No

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

# REQUEST FOR COUNCIL ACTION

No. RCA 21-157-8/23  
Finance

FROM: Nino Piccoli Service Director  
Service Department  
DATE: August 11, 2021

SUBJECT: Purchase of (3) Fleet Vehicles

## SUMMARY AND BACKGROUND:

Respectfully request Council's authorization for the purchase of (1) 2021 F-150 S/C Four Wheel Drive truck, (1) 2021 F150 Four Wheel Drive Crew truck for the Service department. The third vehicle is (1) Ford 2021 F150 SC Four Wheel Drive with a 163.7' Wheel base- 5L truck for the Engineering dept.

Upon approval, these purchases will be made utilizing the (CUE) Community University Education Purchasing Contract from Montrose Ford.

Estimated Cost: F150 Crew {\$29,900.00/ Ford 150 S/C \$28,500.00 Service dept}  
Engineering dept.

### Suggested Funding:

- Sufficient funds in Account No. 105-0610-54417 \$58,400.00 {Service}
- 001-0742-54417 \$31,900.00 {Engineering}
- transfer needed from Account No.  
To Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No  
Reason:

Council Action Taken:

Ord./Res.  
Date:

FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA

Dealer: F44209

2021 F150

Page: 1

Order No:	F849 - F850	Priority:		FIN:QH807	Order Type:	Price Level:	
		RETAIL	DLR INV			RETAIL	DLR INV
W1E	F150 4X4 CREW 145" WHEELBASE	\$40510	\$38687.00	425	50 STATE EMISS FLEX FUEL	NC	NC
PQ	RACE RED				SP DLR ACCT ADJ		(1421.00)
C	CLOTH 40/20/40				SP FLT ACCT CR		(1118.00)
S	MED DARK SLATE				FUEL CHARGE		12.76
101A	EQUIP GRP .XL SERIES .POWER EQUIP GRP .CRUISE CONTROL .REV SENSING SYS .17" SILVER STEEL	920	837.00	B4A	NET INV FLT OPT DEST AND DELIV	NC 1695	7.00 1695.00
99B	3.3L V6 PFDI				TOTAL BASE AND OPTIONS	43125	38179.76
44G	ELEC 10-SPDAUTO .265/70R-17				XL HIGH DISCOUNT	-450	-683
X26	3.73 REG AXLE 6470# GVWR JOB #2 ORDER FLEET SPCL ADJ	NC	NC		TOTAL	42375	37496.76
		NC	(520.00)				

C.U.E Cost	\$ 29,892.95
Title & Tag	\$ 35.00
	<b>\$ 29,927.95</b>

**Model Yr: 21 Body: W1E Beg Ord: F849 No Units: 001 End Ord: \_\_\_\_\_**

Ord Type: 0 Series/PEP: 101A Engine: 99 B Trans: 44 G Whlbase: 145

Priority: J4 Paint: PQ Trim: CS Accent: \_\_ Roof: \_\_

Options: B4A X26 20F 425 98F

Init: \_ Cust/Flt Name: MEDINA \_\_\_\_\_ Ord FIN: QH807 User FIN: QH807

PO Number: \_\_\_\_\_ Ship-to Code: \_\_\_\_\_ Additional Trailers (Y/N): \_

**STATUS: CLEAN UNSCHEDULED ORDER STATUS DATE: 08/05/21**

VEHICLE QUOTE CONFIRMATION

MEDINA ENGINEERS

Dealer: F44209

2021 F150

Page: 1

Order No:	F836	Priority: J4	FIN/FAN:QH807	Order Type:5B	Price Level:140
		RETAIL	DLR INV		RETAIL
X1E	F150 4X4 S/C	\$36805	\$35149.00	794	PRICE CONCESSN
	145" WHEELBASE				REMARKS TRAILER
PQ	RACE RED				FLEX FUEL
C	CLOTH 40/20/40				SP DLR ACCT ADJ
S	MED DARK SLATE				SP FLT ACCT CR
101A	EQUIP GRP	2280	2075.00		FUEL CHARGE
	.XL SERIES			B4A	NET INV FLT OPT
	.POWER EQUIP GRP				DEST AND DELIV
	.CRUISE CONTROL				
	.REV SENSING SYS				
	.17"SILVER STEEL				
99B	3.3L V6 PFDI				
44G	ELEC 10-SPDAUTO				
	.265/70R-17				
X26	3.73 REG AXLE	NC	NC		
	6480# GVWR				
	FLEET SPCL ADJ	NC	(520.00)		TOTAL BASE AND OPTIONS
425	50 STATE EMISS	NC	NC		XL HIGH DISCOUNT
					TOTAL
					40780
					36044.84
					-750
					-683
					40030
					35361.84

C.U.E Cost	\$	27,415.54
Title & Tag	\$	35.00
	\$	27,450.54

Model Yr: 21 Body: X1E Beg Ord: F836 No Units: 001 End Ord: \_\_\_\_\_

Ord Type: 0 Series/PEP: 101A Engine: 99 B Trans: 44 G Whlbase: 145

Priority: J4 Paint: PQ Trim: CS Accent: \_\_ Roof: \_\_

Options: B4A X26 20D 425 794 98F

Init: \_ Cust/Fit Name: MEDINA \_\_\_\_\_ Ord FIN: QH807 User FIN: QH807

PO Number: \_\_\_\_\_ Ship-to Code: \_\_\_\_\_ Additional Trailers (Y/N): \_

Derek Powers  
Fit/Gvmt/Comm Sales Mgr  
Montrose Ford

STATUS: CLEAN UNSCHEDULED ORDER STATUS DATE: 06/10/21

FORD VEHICLE QUOTE CONFIRMATION

Dealer: F44209

		2021 F150				Page:	1
Order No:	F847	Priority:	FIN:QH807	Order Type:		Price Level:	
		RETAIL	DLR INV			RETAIL	DLR INV
X1E	F150 4X4 S/C	\$38930	\$37179.00	67T	TRL BRAKE CONTR	\$275	\$251.00
	163.7" WBASE			924	PRIVACY GLASS	100	91.00
YZ	OXFORD WHITE			942	DAY RUN LIGHTS	45	41.00
A	VINYL 40/20/40	NC	NC		FLEX FUEL		
S	MED DARK SLATE				FUEL CHARGE		11.84
101A	EQUIP GRP	2280	2075.00		DEST AND DELIV	1695	1695.00
	.XL SERIES						
	.POWER EQUIP GRP						
	.CRUISE CONTROL						
	.REV SENSING SYS						
	.17"SILVER STEEL						
995	5.0L V8 FFV ENG	NC	NC				
44G	ELEC 10-SPDAUTO				TOTAL BASE AND OPTIONS	44250	41077.8
	.265/70R-17				XL HIGH DISCOUNT	-750	-683
X27	3.31 REG AXLE	NC	NC		TOTAL	43490	40394.8
	7150# GVWR						
	FLEET ADV CRED	NC	(780.00)				
425	50 STATE EMISS	NC	NC				
53B	CLASS IV HITCH	205	186.00				
57Q	REAR DEFROSTER	220	200.00				
595	FOG LAMPS	140	128.00				

C.U.E. COST	\$	31,567.37
TAG & TITLE	\$	35.00
	<b>\$</b>	<b>31,602.37</b>

**Model Yr: 21 Body: X1E Beg Ord: F847 No Units: 002 End Ord: F848**

Ord Type: 0 Series/PEP: 101A Engine: 99 5 Trans: 44 G Whlbase: 163

Priority: J4 Paint: YZ Trim: AS Accent: \_\_\_ Roof: \_\_\_

Options: X27 208 425 53B 56M 57Q 595 67T 924 942 98F

Init: \_ Cust/Fit Name: \_\_\_\_\_ Ord FIN: BN794 User FIN: BN794

PO Number: \_\_\_\_\_ Ship-to Code: \_\_\_\_\_ Additional Trailers (Y/N): \_

**STATUS: CLEAN UNSCHEDULED ORDER**

**STATUS DATE: 05/12/21**

OK  
D-H Hanwell  
8-16-2021

# REQUEST FOR COUNCIL ACTION

No. RCA 21-15B-8/23

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: August 16, 2021

SUBJECT: Collaborative Agreement with the Medina County Commissioners for Reciprocal Backup Chief Building Official Services

## SUMMARY AND BACKGROUND:

Respectfully request Council to approve the agreement between the City of Medina and the Medina County Commissioners for reciprocal backup Chief Building Official Services retroactive to August 10, 2021 to match when the agreement was approved by the Board of Medina County Commissioners. This agreement provides backup to the Medina County Building Department as required and additionally provides redundancy for the City of Medina to have Building Official services backed up by both the City of Brunswick and Medina County. Executed agreement is attached. Law Director Greg Huber has reviewed and approved the agreement.

We expect these services will only be necessary on a limited or emergency basis.

Estimated Cost: 0

Suggested Funding: N/A

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: NO

Reason: Provided Medina City Council passes the approval of the agreement retroactive to August 10, 2021, the emergency clause will not be necessary.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

## AGREEMENT FOR BACKUP BUILDING OFFICIAL

This Agreement, by and between the **City of Medina**, located at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **Medina County Commissioners**, located at 144 North Broadway Street, Medina, OH 44256.

WHEREAS, Medina County has and will continue to have in its employ fulltime personnel meeting the specific requirements of the Board of Building Standards so as to enforce the provisions of the Ohio Building Code; and

WHEREAS, the Medina County Commissioners are desirous of contracting with the City of Medina, for the purpose of having the Chief Medina City Building Official act as "backup personnel" as required by Ohio Administrative Code Rule 4101:1-1-03 Section 103.2.6. The Chief Medina City Building Official would act as backup personnel in place of the Chief Medina County Building Official in the event that the Chief Medina County Building Official cannot act as a result of a conflict of interest, vacation, or other event resulting in the unavailability of the Chief Medina County Building Official; and

WHEREAS, by and through Resolution No. ~~21-03~~ the Medina County Board of Commissioners authorized a contract with the City of Medina for the Chief Medina City Building Official's services;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

### **SECTION I – SCOPE OF SERVICES**

Upon request of the Chief Medina County Building Official, the City of Medina agrees to make available the Chief Medina City Building Official who will provide the County of Medina professional services as a certified building official in the event that the Chief Medina County Building Official is unable to serve as a result of a conflict of interest, vacation or other event that results in unavailability. In this manner, the Chief Medina City Building Official will serve as backup personnel as required by Ohio Administrative Code Rule 4101:1-1-03 Section 103.2.6. Upon being asked to serve as a backup building official, the Chief Medina City Building Official will have authority to interpret and require compliance with the Ohio Building Code in connection with duties that are undertaken as a backup building official.



## **SECTION II - TERM OF AGREEMENT**

The term of this Agreement shall commence on the date of execution of this Agreement, and shall terminate within five (5) years of the date of execution of this Agreement, unless extended by the parties.

## **SECTION III - PAYMENT**

The City of Medina agrees to provide the services of the Chief Medina City Building Official pursuant to this Agreement free of charge. In consideration of the Chief Medina City Building Official's services, the County of Medina agrees to provide the services of the Chief Medina County Building Official as backup personnel to the City of Medina free of charge.

## **SECTION IV - AGENCY**

It is expressly understood and agreed that in the performance of services pursuant to this Agreement, the Chief Medina City Building Official shall act as an agent of the County of Medina. However, in every other respect, the Chief Medina City Building Official will be an independent contractor and neither party shall be deemed a servant, employee, or representative of the other.

## **SECTION V - PLANS AND DOCUMENTS**

All applications, construction documents, reports, design notes, inspection records, and all other documents submitted to or prepared by the County of Medina, its employees, and the Chief Medina City Building Official, which are in the possession of the Chief Medina City Building Official, shall be and remain public records of the County of Medina and shall be furnished or returned to the County of Medina Building Department immediately upon request of the Chief Medina County Building Official.

## **SECTION VI - TERMINATION**

Either party may terminate this Agreement at any time and for any reason upon written notice to the other seven (7) days from the date upon which written notice of termination is given. Termination under this section shall not give rise to any claims by one party as against the other.

## **SECTION VII - ASSIGNMENT**

The parties hereto agree that they shall not assign, transfer, convey, pledge, sublet, or otherwise dispose of this Agreement without the prior written consent of the parties hereto.

## **SECTION VIII - TIME OF PERFORMANCE**

The work to be performed pursuant to the terms of this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work according to applicable provisions of the Ohio Building Code, and in accordance with the request of the Chief Medina County Building Official. Time is of the essence in the performance of all phases of this Agreement.

## **SECTION IX - INSURANCE**

The Chief Medina City Building Official, in the performance of his/her duties pursuant to this Agreement, shall be insured by the City of Medina's Professional Liability Insurance. All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance.

## **SECTION X - AMENDMENTS**

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by both parties to this Agreement.

## **SECTION XI - NOTICES**

Except as otherwise provided herein, any notice, approval, acceptance, request, demand, or statement hereunder from either party to the other shall be in writing, and shall be deemed to have been given when either delivered personally or deposited in a U. S. mailbox in a postage prepaid envelope addressed to the other party. Either party may, at any time, change such address by delivering or mailing as aforesaid to the other party a notice stating the change and the changed address.

## **SECTION XII - CONFLICT OF INTEREST**

The Chief Medina City Building Official covenants that he has no interest nor shall he

acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of this Agreement.

**SECTION XIII - DISCRIMINATION PROHIBITED**

In performing the services required under this Agreement, the Chief Medina City Building Official shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age, or physical handicap.

**SECTION XIV - EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement between the County of Medina and the City of Medina that supersedes any and all prior negotiations, representations, or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto.


**SECTION XV - EFFECTIVE AND BINDING**

This Agreement shall not become effective or binding upon the City of Medina unless and until Medina County Commissioners have authorized and executed this agreement. This agreement shall not become effective and binding upon the City of Medina until the Medina City Council shall have authorized the City Mayor to execute same.

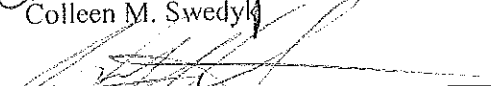
**SECTION XVI - CAPTIONS AND HEADNOTES**

The captions or headnotes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect the Agreement.

Medina County:

  
Stephen D. Hambley

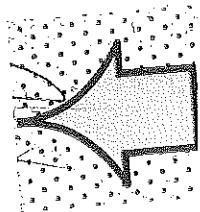
  
Colleen M. Swedyle

  
William F. Hutsoh, Board President

City of Medina:

\_\_\_\_\_  
Mayor Dennis Hanwell

\_\_\_\_\_  
Council President John Coyne



# REQUEST FOR COUNCIL ACTION

No. RCA 21-159-8/23  
Committee: Finance

FROM: Barbara Dzur

DATE: 8/1/5/2021

SUBJECT: 248 Grant Street – Private Owner Rehabilitation

## SUMMARY AND BACKGROUND:

This is request for a purchase order for Absolute Construction for the Private Rehabilitation project at 248 Grant Street, Medina, Ohio through the PY20 CHIP Grant program. The contract including the scope of work are attached

The total contract amount is \$ 48,270.00. the PO request is for \$50,000 in order to accommodate any unforeseen change orders. Any unused funds will be returned to the account from which they are drawn.

Estimated Cost: \$50,000

Suggested Funding: \$50,000

- sufficient funds in Account No. 139-0460-52215 Activity AC-20-06
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: The City of Medina CHIP program does not have a long list of contractors wanting to participate in the program due to the lengthy processes for payment. Contractors participating in the CHIP program are put in a hardship cash flow situation and are unable to bid on other CHIP project with the timely payment for work completed.

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COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**Medina City Community Housing Impact and Preservation (CHIP) Program**

**Agreement for Loan/Grant  
and  
Contract for Housing Rehabilitation**

This Agreement made and entered into this **15th Day of June, 2021**, between **Delcie Simmons and Alberta Cowger and Absolute Construction** for a deferred payment/ declining balance Loan to the Owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at: **248 Grant St. Medina, OH**  
**Owner Agrees:**

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of **\$48,270.00** in the form of a deferred payments/ declining balance forgivable loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-in-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. Instruct the Contractor to proceed work as of **June 21, 2021**, unless I, as Owner, exercise my Right of Rescission.
4. I agree to authorize the Local Public Agency (LPA) to compensate the Contractor in the amount of **\$48,270.00** for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the LPA. Compensation will be made in accordance with the method and schedule of payment shown below in Item 10.
5. Should the project be completed for less than the estimated amount, I agree that I will not be due a cash refund, but will instead have the amount of the mortgage reduced by the appropriate amount. Neither will the excess funds be allowed to be used for further property improvements unless necessary to meet State of Ohio Residential Rehabilitation Standards.

**Contractor Agrees:**

6. I agree to perform the services, daily site clean-up, and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of **\$48,270 .00**.
7. I will also agree to the following stipulations for any work requiring lead-safe work practices:
  - a) That I shall make available for inspection by ODH staff during normal business hours anytime while the renovation, rehabilitation or paint repair is going on the entire work site, work specifications, and any documents related to this project.
  - b) That I will do work in a lead safe manner in order to protect both workers and Occupants.
  - c) That I shall maintain the worksite documentation of certification of all persons working on a project who have successfully completed an ODH-approved *Addressing Lead-Based Paint Hazards during renovation, remodeling and rehabilitation in Federally Owner and assisted Housing program* (or documentation that such persons are licensed abatement contractors or workers); and that the contractor shall provide such documentation to the ODH or ODOD personnel upon request.
  - d) That Medina City will terminate this agreement if I do not do the renovation, remodeling, or paint repair work in a lead safe manner consistent with ODH-approved *Addressing Lead-Based Paint Hazard*

- e) *During renovation, remodeling and rehabilitation in Federally owned and assisted Housing program and if I fail to correct the inconsistent work practices.*
- f) That Medina City will not pay for renovation, remodeling, or paintwork done in a non lead-safe manner.
- g) That I am responsible for to prepare established work areas to pass clearance testing. Clearance must be achieved using the methods and standards prescribed by U.S EPA at 40 C.F.R 745.227.
- h) That a laboratory approved by the director of ODH shall conduct the analysis of all Environmental samples.
- i) **That Medina City will hold 25% of total contract price until Lead Clearance is achieved.**

**Owner and Contractor Agree:**

- 8. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by written Change Order before any work is started, and signed by the Owner, Contractor and the LPA representative. We further agree that Change Orders will only be allowed to correct unforeseen deficiencies that are code related.
- 9. We understand all the old/salvage materials removed from the Owner's home is now property of the Contractor. The Contractor shall be responsible for disposing of these materials.
- 10. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.
- 11. Method of Payment. We agree to the following payment schedule:

Schedule A: Payment in full, **within 30-90 days**, upon satisfactory completion of the entire rehabilitation work contained in the Contract, as determined by Rehab Specialist.

Schedule B: Progress Payment based on the compensation stated in this Agreement and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion as determined by Rehab Specialist:

- 1. Forty Percent (40%) of total Contract amount when at least Fifty percent (50%) of the work is satisfactorily completed.
- 2. The remaining Sixty percent (60%) when all rehabilitation work is satisfactorily completed and inspected and all manufacturer and supplier written warranties, guarantees, releases of liens and claims of liens from subcontractors, suppliers and laborers have been executed and delivered to the LPA.
- 3. Any other payment schedule mutually agreed to by the Owner, Contractor and LPA. If no other agreement is in writing, Item 8B, 1 & 2 will be in force.

Any payments are subject to satisfactory intermediate and final inspections by the LPA. Moreover, a Certificate of Completion must be signed by the LPA prior to Final Payment. If the LPA and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely upon the judgment of the LPA, shall be made.

12. **Dispute Resolution.** We have signed and received copies of the Conflict Resolution policy. We agree that the LPA shall respond within 15 working days of the written submission date of a dispute. If within 15 working days we do not except the LPA response, the LPA will decide whether to submit the dispute for mediation or arbitration.
13. **Non-Liability.** of LPA/State of Ohio/Federal Government/Ohio Reg. Dev. Corp. The Owner and Contractor agree to hold these previous named agencies harmless for any damages relating to the accomplishment of the rehabilitation work, execution of the Contract, or for non-performance of Contract.
14. **Defects after Completion.** The Contractor warrants the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all Rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" - Work Specifications. Understanding the signature and date on the satisfaction facton statement verifies satisfaction of the contractor workman ship and validates final payment. No complaints regarding WORKIMANSHIP will be heard by the LPA after this date except failed items covered under the warrantles which should be handled by contacting the contractor director directly in writing detailing all warranty issues that need addressed within 12 monthis of work completion. THE GRANTEE AND PROGRAM ADMINISTRATOR HAVE NO ABLIGATION TO ASSIST WITH WARRANTY WORK ISSUES.
15. **Termination for Cause.** The Owner and LPA shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provision for termination.
16. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance, and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 90 days after the date of Rescission. It is agreed between the Owner and the Contractor that In the event the Contractor does not complete the work required under this Contract within the specified time, Unless a extension is requested ahead of time and granted, the Contractor shall be llable for and shall pay to the LPA liquidated damages in the sum of \$150.00 per day for each calendar day of delay from the date stipulated for completion in the Contract.

The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than September 13, 2021. An extension of time can be given at the Rehab Specialist discretion.

16. The Contractor shall furnish the Owner an affidavit and satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehabilitation work and installed materials prior to Final Payment.
17. **EEO Requirements** - During the performance of this contract, the contractor agrees as follows:
- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 18. Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 13 regulations.
- c. The contractor agrees to send a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any. Copies of the notice will be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; set forth minimum numbers and job titles subject to hire; availability of apprenticeship and training positions, and their qualifications; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. In compliance with 24 CFR part 135 regulations, the contractor agrees to include the Section 3 clause (verbatim) in every subcontract and to take appropriate action upon a finding a subcontractor in violation of these regulations (consistent with the Section 3 clause or an applicable provision of the subcontract.



- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The said parties for themselves their heirs, successor's executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

**OWNER(S):**

Delcie Simmons  
Delcie Simmons

Alberta Cowger  
Alberta Cowger

**Owner's Address and Phone Number:**

248 Grant St.  
Medina, OH  
330-725-3023

**CONTRACTOR:**

Jeffrey A. Jones  
Absolute Construction

**WITNESS:**

Deborah Kawa  
Deborah Kawa, ORDC Housing Specialist

**Contractor's Address and Phone Number:**

1212 Kale Adams Rd.  
Leavittsburg OH 44430

RCA 21-100-8/23  
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: 8/16/2021

Department: Fire Department

Amount: \$25,000.00

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

Account Number: 107-0110-53322

Vendor: Chippewa Roofing LLC #C00141

Department Head/Authorized Signature: \_\_\_\_\_

Item/Description:

Replace roof at Station #3 (estimate 6/19/18 attached)

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

-----  
**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.



CHIPPEWA ROOFING, LLC

P.O. Box 93  
CHIPPEWA LAKE, OHIO 44215  
PH: 330-769-3331

# JOB ESTIMATE

211

Bob Duecker

TO: MEDINA CITY HALL  
132 N ELM  
MEDINA OHIO 44256

PHONE	DATE 6/19/2018
JOB NAME / LOCATION FIRESTATION 3	

## JOB DESCRIPTION

REMOVE PRESENT ROOFING AND HAUL AWAY  
 INSTALL ICE GUARD AT GUTTER EDGE AND VALLEYS  
 INSTALL BASE SHEET ON ENTIRE ROOF DECK  
 INSTALL DRIP EDGE  
 INSTALL LIFE TIME SHINGLES  
 INSTALL RIDGE VENT  
 INSTALL 6 INCH GUTTERS AND 3/4 DOWNSPOUTS WITH SCREENS

QUOTE STILL VALID  
 PER BOBBY DUECKER  
 ON 8-13-21.

L. WALTERS

## ESTIMATED JOB COST

For the sum of **24,500.00**

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

NOTE: This estimate may be withdrawn by us if not accepted by

~~6/19/2018~~

ESTIMATED BY 

PRINTED IN U.S.A.



**CHIPPEWA ROOFING, LLC**

P.O. Box 93  
CHIPPEWA LAKE, OHIO 44215  
PH: 330-769-3331

# JOB ESTIMATE

211

Bob Duecker

TO: MEDINA CITY HALL  
132 N ELM  
MEDINA OHIO 44256

PHONE	DATE 6/19/2018
JOB NAME / LOCATION FIRESTATION 3	

JOB DESCRIPTION

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QUOTE STILL VALID  
 PER BOBBY DUECKER  
 ON 8-13-21.

L. WALTERS

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 BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE  
 WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

NOTE: This estimate may be with-  
 drawn by us if not accepted by

~~6/19/2018~~

ESTIMATED BY 

PRINTED IN U.S.A.

**REQUEST FOR COUNCIL ACTION**

No. RCA 21-161-8/23  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: July 8, 2021  
SUBJECT: ORD 29-21 and ORD 143-20 Account corrections

**SUMMARY AND BACKGROUND:**

The Finance Department requests Council to correct ORD 143-20 and ORD 29-21.

**ORD 143-20** should have read that funds were available in account 301-0725-54412 for \$26,000, *not* 109-0725-54412.

**ORD 29-21** should have read that funds were available in account 301-0725-54412 for \$30,000 and \$73,428.32 in funds was available in 109-0725-54412, *not* \$103,428.32 in funds is available in 109-0725-54412

Estimated Cost: \$56,000.00

Suggested Funding: General Purpose # 301

Sufficient funds in Account No.: 301-0725-54412

Transfer needed:

NEW APPROPRIATION needed in Account No:

Emergency Clause Requested: No

Reason:

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COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

**ORDINANCE NO. 143-20**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE TO I2C TECHNOLOGIES, LTD. TO PURCHASE SECURITY CAMERAS FOR THE CITY HALL PARKING DECK, AND DECLARING AN EMERGENCY.**

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

**SEC. 1:** That the expenditure of \$26,000.00 is hereby authorized to i2c Technologies Ltd. to purchase security cameras for the City Hall Parking Deck.

**SEC. 2:** That the funds to cover this expenditure in the amount of \$26,000.00 are available in Account No. 109-0725. *-5442 XB Should be 301-0725-54412*

*#1535*

**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 install the cameras as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** August 24, 2020

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** August 25, 2020

**SIGNED:** Dennis Hanwell  
Mayor

*#1030*

CITY OF MEDINA • 132, NORTH ELMWOOD AVE P.O. BOX 703 • MEDINA, OH 44258

CHECK NO. 0000134749

I2C TECHNOLOGIES

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
3753	08/25/20	2020001535	#1030-SECRTIY	CAMRS@P109-0725-54412	12880.28

CITY OF MEDINA • 132 NORTH ELMWOOD AVE P.O. BOX 703 • MEDINA, OH 44258

CHECK NO. 0000134749

I2C TECHNOLOGIES

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
3753	08/25/20	2020001535	#1030-SECRTIY	CAMRS@P109-0725-54412	12880.28

THE FACE OF THIS CHECK IS PRINTED IN BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



Keith H. Dirham, Director of Finance  
132 North Elmwood Ave P.O. Box 703  
Medina, OH 44258



6-15  
410

NO. 0000134749

DATE

08/27/20

AMOUNT

\*\*\*\*\*12880.28

PAY:

**PAY 12880 dols 28 cts**

VOID AFTER 60 DAYS

TO THE  
ORDER OF:

I2C TECHNOLOGIES  
413 APPLGROVE ST NW  
NORTH CANTON OH 44720

*Keith H. Dirham*  
DIRECTOR OF FINANCE

KEITH H. DIRHAM, DIRECTOR OF FINANCE

0000134749 0410001535 01668300837

149

i2c Technologies LTD  
413 Applegrove St NW  
NORTH CANTON, OH 44720 US  
(888) 422-7749  
sales@i2cotech.com



# INVOICE

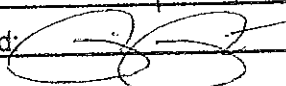
**BILL TO**

City of Medina  
Finance Department  
132 North Elmwood Ave.  
Medina, OH 44258

INVOICE # 3753  
DATE 08/25/2020  
DUE DATE 09/01/2020  
TERMS Net 7 Days

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> 50% Down Payment for Parking Garage Surveillance Cameras, Software, Installation, & Configuration. Total Invoice amount \$ 25,760.56	1	12,880.28	12,880.28

BALANCE DUE **\$12,880.28**

PO # 20-1535 Line # 1  
 Partial  Complete   
 Date: 8/26/20  
 Approved: 



City of Medina  
Remit To Code: 100049

Vendor: I2C TECHNOLOGIES

09/30/2020

0000135034

INVOICE NUMBER	DATE	PO NUMBER	DESCRIPTION	ACCOUNT	NET AMOUNT
3778	9/18/2020	2020001535	#1030-SECRTIY CAMRS@PRKNG DECK	109-0725-54412	13,119.72
<b>TOTAL</b>					13,119.72

City of Medina  
Remit To Code: 100049

Vendor: I2C TECHNOLOGIES

09/30/2020

0000135034

INVOICE NUMBER	DATE	PO NUMBER	DESCRIPTION	ACCOUNT	NET AMOUNT
3778	9/18/2020	2020001535	#1030-SECRTIY CAMRS@PRKNG DECK	109-0725-54412	13,119.72
<b>TOTAL</b>					13,119.72



**City of Medina**  
Keith H. Dirham, Director of Finance  
132 North Elmwood Ave.  
Medina, OH 44256

Huntington

No. 0000135034

8-15/410

**DATE**

09/30/2020

AMOUNT

\$\$\$13,119.72

PAY: **VOID VOID VOID VOID VOID VOID VOID VOID VOID**

Void After 60 Days

TO  
THE  
ORDER  
OF:

I2C TECHNOLOGIES  
413 APPLGROVE ST NW  
NORTH CANTON, OH 44720

**NON-NEGOTIABLE**

149

**i2c Technologies LTD**  
413 Applegrove St NW  
NORTH CANTON, OH 44720 US  
(888) 422-7749  
sales@i2ctech.com



# INVOICE

**BILL TO**  
City of Medina  
Finance Department  
132 North Elmwood Ave.  
Medina, OH 44258

**INVOICE #** 3778  
**DATE** 09/18/2020  
**DUE DATE** 09/25/2020  
**TERMS** Net 7 Days

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> Remaining Balance Due for Parking Garage Surveillance Cameras, software, Installation, & Configuration.	1	13,119.72	13,119.72

BALANCE DUE **\$13,119.72**

PO # 20-1535 Line # 1  
 Partial \_\_\_\_\_ Complete   
 Date: 9-21-20  
 Approved: [Signature]

1030

RCA 21-020-175

**ORDINANCE NO. 29-21**

**AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 21-21 PASSED FEBRUARY 8, 2021, RELATIVE TO THE PAYMENT FOR THE DESIGN-BUILD CONTRACT WITH CPS CONSTRUCTION, INC. FOR DESIGN AND CONSTRUCTION OF A CITY HALL PARKING STRUCTURE, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 114-19, passed July 31, 2019, authorized the Design-Build Contract with CPS Construction, Inc. for design and construction of a City Hall Parking Structure; and

**WHEREAS:** Ordinance No. 142-20, passed August 24, 2020, amended the contract amount from \$3,714,000.00 to \$3,640,571.68 for the design and construction of a City Hall Parking Structure; and

**WHEREAS:** Ordinance No. 21-21, passed February 8, 2021 amended the final payment amount for the contract.

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

**SEC. 1:** That Section 2 of Ordinance 21-21, passed February 8, 2021, is hereby amended to read as follows: That the additional \$103,428.32 in funds to cover these costs are available in Account No. 109-0725-54412.

**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 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 the project is complete and payment is due; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** February 22, 2021

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 23, 2021

**SIGNED:** Dennis Hanwell  
Mayor

Ord. 29-21

Handwritten notes in a cloud shape:  
S/B  
\$30,000  
ACCT#  
301-0725-54412  
\$73,428.32  
ACCT#  
109-0725-54412

City of Medina  
Remit To Code: C00181

Vendor: C P S CONSTRUCTION GROUP INC

03/10/2021

0000136464

INVOICE NUMBER	DATE	PO NUMBER	DESCRIPTION	ACCOUNT	NET AMOUNT
1030 EST#14-FIN	3/9/2021	2021000887	#1030-CITY HALL PRKNG DECK	109-0725-54412	103,428.32
<b>TOTAL</b>					103,428.32

City of Medina  
Remit To Code: C00181

Vendor: C P S CONSTRUCTION GROUP INC

03/10/2021

0000136464

INVOICE NUMBER	DATE	PO NUMBER	DESCRIPTION	ACCOUNT	NET AMOUNT
1030 EST#14-FIN	3/9/2021	2021000887	#1030-CITY HALL PRKNG DECK	109-0725-54412	103,428.32
<b>TOTAL</b>					103,428.32



**City of Medina**  
Keith H. Dirham, Director of Finance  
132 North Elmwood Ave.  
Medina, OH 44256

Huntington

No. 0000136464

6-15/410

**DATE**

03/10/2021

**AMOUNT**

\*\*\*103,428.32

PAY: **VOID VOID VOID VOID VOID VOID VOID VOID VOID**

Void After 60 Days

TO  
THE  
ORDER  
OF:

C P S CONSTRUCTION GROUP INC  
927 ROUTE 910  
SUITE 200  
CHESWICK, PA 15024

**NON-NEGOTIABLE**



Dennis Hanwell, Mayor  
March 10, 2021

CPS Construction Group  
927 Route 910, Suite 200  
Cheswick, PA 18024

Re: Job #1030: Medina City Hall Parking Structure  
Purchase Order #2019-1522  
Estimate #14 – FINAL PAYMENT (Pay Period from December 31, 2020 to March 9, 2021)

Dear Sir:

Enclosed, please find enclosed the final estimate including retainage release for work completed from December 31, 2020 to March 9, 2021 at the above referenced project. To summarize:

Total Earned to Date: \$ 3,744,000.00  
No Retention (Final Payment): \$ 0.00

Net Completed to Date: \$ 3,744,000.00  
Less Amount Previously Paid: \$ 3,640,571.68

Total Due This Estimate: \$ 103,428.32

If you agree that the attached estimate accurately represents the final quantities for this Project and includes any or all known fees and or charges due to CPS Construction Group for the work completed as part of this Project and as stipulated with the Project Agreement, and the undersigned states that all subcontractors have been paid, please sign below:

Please feel free to contact me with any question or comment regarding this or any other matter.

Approved: CPS Construction Group

Date:

3/11/2021

Signature:

*John J. Fratto*

Name:

John J. Fratto

Title /Position:

President

Preserving the Past. Forging the Future.®

132 North Elmwood Ave.  
P.O. Box 703  
Medina, Ohio 44250-0703  
Phone: 330-725-1061  
Fax: 330-722-9045  
www.medinaoh.org

OK  
D. Hammett  
8-17-2021

RCA  
No. 21-162-8/23  
Committee: Finance

# REQUEST FOR COUNCIL ACTION

FROM: Kimberly Marshall, Economic Development Director  
DATE: August 17, 2021  
SUBJECT: Request to Authorize the Mayor to Sign Site Access Agreement Form

## SUMMARY AND BACKGROUND:

The Medina City Development Corporation is applying for an Ohio EPA Targeted Brownfield Assessment Grant.  
This request is to authorize the Mayor to sign the Consent to Access Form to allow the Ohio EPA contractor (TBD) to perform Phase II assessment on PPs# 028-19A-21-390 and 028-19A-21-391  
No funding is needed as the grant covers all the costs.

Estimated Cost:  
Suggested Funding:  
Sufficient funds in Account No.  
• Transfer needed from Account No. \_\_\_\_\_  
to Account No. \_\_\_\_\_  
NEW APPROPRIATION needed in Account No. \_\_\_\_\_  
Emergency Clause Requested: YES

Reason: So we can submit the application as soon as possible as this is about a 3 month turn around.

COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Appendix B – Sample Access Agreement

**CONSENT TO ACCESS**

By authorized signature, Ohio EPA and the (City of Medina), including their representatives and contractors, are hereby given consent to enter property owned by (City of Medina) located at (123 W Liberty St., Medina, 44256 ) (Parcel Numbers 028-19A-21-390 amd 028-19A-21-391) This property is the location of the former (Medina Public Parking lot). Consent to enter the property is requested in order to conduct activities described below. By providing this consent, the authorized signatory does not waive or otherwise compromise the property owner's rights under federal, state, or local law, nor under common law, with the exception of those rights waived in giving consent.

Activities which may be conducted on the above property by Ohio EPA and the (Medina City Development Corporation), including their representatives and contractors, include, but are not limited to, the following:

- 1) Site Visits;
- 2) Phase I Property Assessment activities;
- 3) Asbestos Survey, Lead Based Paint Survey and/or Geophysical Survey activities;
- 4) Installation of monitoring wells;
- 5) Sampling of soil, ground water, soil-gas, indoor air, surface water, or sediment;
- 6) Return to the property for re-sampling or additional sampling of any of the above.

Ohio EPA and its representatives will exert their best effort to esthetically restore any portion of the property substantially disturbed by its activities to its previous condition, after completion of the above described activities.

Click here to enter a date.

\_\_\_\_\_  
Signature of Property Owner

City of Medina

Enter Telephone #

\_\_\_\_\_  
Printed or Typed Name of Property Owner

123 West Liberty Street, Medina, OH 44256

\_\_\_\_\_  
Address of Property Owner

**REQUEST FOR COUNCIL ACTION**

OK  
D.H. [unclear]  
8-17-2021

NO. RCA 21-163-8/23

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: August 17, 2021

SUBJECT: Application for grant assistance with the Ohio Department of Development

This request is for Council's authorization to submit a grant application with the Ohio Department of Development for funds from the Ohio Water and Wastewater Infrastructure Grant Program created by House Bill 168.

We will be applying for funds to assist with the construction costs for the South Court Water Tower Rehabilitation project. The City will be responsible for the costs of design and inspection (estimated at \$19,600). Our application will request funding as follows:

Ohio Department of Development funds:	\$235,200 ( 70%)
City of Medina funds:	\$100,800 ( 30%)
Total:	\$336,000 (100%)

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with OPWC to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application. If the grant application is successful, the City will be responsible for the local share of the project (\$100,800).

SUGGESTED FUNDING: Water capital improvements

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: Yes- This program was announced by the Governor on July 30, 2021. The program reviews and grades grant request as they are received; we would like to submit our grant application as soon as possible.

Reason:

COUNCIL USE ONLY:

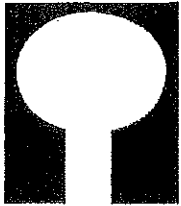
COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:





# DIXON

ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY

789 Lafayette Rd.  
Medina, OH 44256  
Telephone: (330)983-0062  
Fax: (330)725-0512

**CITY OF MEDINA, OHIO**  
**500,000 SPHEROID ELEVATED WATER TOWER REHABILITATION**  
**OPINION OF PROBABLE COST AND USEFUL LIFE**

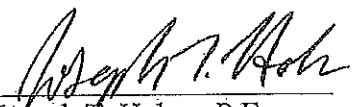
This statement is the engineer's opinion of probable cost and useful life for exterior repainting and miscellaneous repairs to the City of Medina, Ohio 500,000-gallon spheroid water tower located on South Court Street.

The repairs and coatings applied to the tank should have a minimum useful life of 20 years before repainting may be needed again.

Cost estimates for the 2021/22 construction season is \$355,600 for the project. This includes complete exterior repainting for the tank, and health and safety upgrades as recommended in the last inspection report, and engineering and field inspection.

**COST SUMMARY:**

Exterior blast and paint w/containment	\$305,000
Roof handrail and painter's railing	15,000
Overflow discharge modification	5,000
Install frost-free roof vent	6,000
Install fall prevention on wet interior ladder	<u>5,000</u>
Total for Painting and Repairs	\$336,000
Engineering (Specifications and Contract Documents)	\$4,500
Field Inspections	<u>\$15,100</u>
Total Project Cost	\$355,600

  
\_\_\_\_\_  
Joseph T. Hoban, P.E.  
Ohio Registered Engineer E-85408

08/12/21  
\_\_\_\_\_  
Date

**Patrick Patton**

---

**From:** Andy.Conrad <aconrad@medinaco.org>  
**Sent:** Wednesday, August 4, 2021 4:13 PM  
**To:** Patrick Patton; Nils E. Johnson, P.E.; Burgoyne, Tony; Jason Popiel; Jeremy Sinko; Vicky McCauley; Ronny Portz  
**Subject:** Water and Wastewater Infrastructure Grant Program  
**Attachments:** medina county dod scoring criteria.pdf

Good Afternoon,

Please find attached the scoring criteria that I will be using to rank and prioritize the projects for the HB 168 DOD Grant funds. You will see that most of the items are within the DOD scoring. Please make sure that you provide information to address all seven scoring criteria. Any submittal that does not address a specific scoring criteria will receive a zero for that section.

The completed packages need to be submitted to me no later than August 18th to be eligible for inclusion on the County Engineer priority scoring that I must submit to the State. Each applicant must submit their application directly to the State independent of submitting to me. Anyone that has already submitted a package to me is encouraged to review the scoring criteria, update the information, and re-submit to maximize your project ranking(s).

Thanks.

Andy Conrad, P.E., P.S.  
Medina County Engineer  
330-723-9559 Phone  
330-723-9661 Fax

## Patrick Patton

---

**From:** Andy.Conrad <aconrad@medinaco.org>  
**Sent:** Wednesday, August 4, 2021 1:36 PM  
**To:** Patrick Patton; Nils E. Johnson, P.E.; Burgoyne, Tony; Jason Popiel; Jeremy Sinko  
**Subject:** Fwd: Water and Wastewater Infrastructure Grant Program  
**Attachments:** Water-and-Wastewater-Infrastructure-Grant-Announcement.pdf; Water-and-Wastewater-Infrastructure-Grant Guidelines.pdf; Water-and-Wastewater-Infrastructure-Grant-FAQ.pdf

All,

Friday afternoon, July 30, the Governor made the announcement for the Water and Wastewater Infrastructure Grant Program, and the Ohio Department of Development (ODOD) released the guidelines and FAQ sheet. All are attached.

Although it appears entities can submit their projects separate from the County Engineer ranked list, the scoring criteria gives points for both design and construction based upon the county ranking.

Each county may have slight variances in how they want to score and rank within their county, but now everyone has the overall state criteria. I will try to have the County scoring methodology out by the end of the week. I will expect the submittals to me to contain enough information that I can accurately score the projects. Omissions may result in loss of potential points counting towards the priority ranking of the projects.

Andy Conrad, P.E., P.S.  
Medina County Engineer  
330-723-9559 Phone  
330-723-9661 Fax



FOR IMMEDIATE RELEASE:  
July 30, 2021

MEDIA CONTACTS:  
Dan Tierney: 614-644-0957  
Jill Del Greco: 614-420-6954

## **Governor DeWine Announces Launch of New Water and Wastewater Infrastructure Grant Program**

***Grant applications are being accepted at [InvestinginOhioFuture.ohio.gov](https://investinginohiofuture.ohio.gov).***

(COLUMBUS, Ohio) – Ohio Governor Mike DeWine today announced the launch of a new grant program that will invest hundreds of millions of dollars in the future of water infrastructure across the state.

The Ohio Water and Wastewater Infrastructure Grant Program, which is part of Governor DeWine's initiative to strategically invest in Ohio's future, is open to public and non-public entities that operate water systems across the state, with emphasis placed on addressing the needs of economically disadvantaged communities.

“It is wrong that there are places in this state where clean water is not readily available, where sewage systems are crumbling, and where much-needed improvements are long overdue,” said Governor DeWine. “Working with our local leaders, we're going to invest in the Ohio communities that need significant infrastructure upgrades to ensure that they have access to clean, safe drinking water and reliable sewer infrastructure.”

INVESTING in Ohio's  
**FUTURE**

## Water & Wastewater Infrastructure Grant



For more information, visit  
[InvestingInOhiosFuture.Ohio.Gov](http://InvestingInOhiosFuture.Ohio.Gov)

### Applications Now Open



**MIKE DEWINE**  
GOVERNOR OF OHIO

The Ohio Water and Wastewater Infrastructure Grant Program will award approximately \$250 million to provide safe, reliable drinking water in areas that lack infrastructure, bring sewage treatment capacity to unsewered areas, and develop regional infrastructure to serve multiple communities.

The Ohio General Assembly funded the grant program in House Bill 168, sponsored by State Representatives Mark Fraizer (R-Newark) and Mike Loychik (R-Bazetta), with money that was appropriated through the American Rescue Plan Act. Governor DeWine signed the bill into law in June.

“Investments in critical infrastructure have long-term benefits for our communities,” said Lydia Mihalik, Director of the Ohio Department of Development. “It will make Ohio more competitive for business development projects, while also improving the quality of life for our residents.”

“This program will make a difference in our communities and in the lives of Ohioans,” said Ohio EPA Director Laurie A. Stevenson. “Many Ohio communities need this assistance to help their water and wastewater infrastructure projects move forward.”

Water and wastewater construction projects are eligible for up to \$5 million in grant funding, and infrastructure engineering design projects are eligible for up to \$250,000. Examples of water infrastructure constructions projects include, but are not limited to:

- Sewer/wastewater treatment plant improvements/expansion
- New/replacement sanitary sewer lines
- Excess sanitary sewer infiltration/inflow correction
- Improvements to public drinking water treatment facilities
- Drinking water line improvements or extensions

- Repair, replacement, and construction of drinking water storage towers

The Ohio Department of Development, with support from the Ohio Environmental Protection Agency, is administering the Ohio Water and Wastewater Infrastructure Grant Program. The application, program guidelines, and a list of FAQ about the grant process are available at [InvestinginOhiosFuture.Ohio.gov](http://InvestinginOhiosFuture.Ohio.gov). Applications will be accepted until all the funding is depleted.

-30-

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STAY CONNECTED:



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---

This email was sent to [giannantoniod@neorsd.org](mailto:giannantoniod@neorsd.org) using GovDelivery Communications Cloud on behalf of: Opportunities for Ohioans with Disabilities · 150 E. Campus View Blvd · Columbus, Ohio 43235

